

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

GOVERNMENTAL BODY: Carroll City Council

DATE OF MEETING: February 10, 2020

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: City Hall Council Chambers

www.cityofcarroll.com

AGENDA

I. Pledge of Allegiance

II. Roll Call

III. Consent Agenda

A. Approval of Minutes of the January 28 Meeting

B. Approval of Bills and Claims

C. Licenses and Permits:

None

D. Appointments to Committees, Commissions and Boards

Appointment by Mayor with Council Approval

1. Brenda Hogue – Library Board of Trustees (unexpired term to expire 12-31-24)

Appointment by Council

1. Mary Bruner – Parks, Recreation and Cultural Advisory Board (unexpired term to expire 05-31-21)

2. Jonathan Campbell – Board of Adjustment (5-year term to expire 12-31-24)

IV. Oral Requests and Communications from the Audience

V. Proclamation – Rotary International

VI. Ordinances

A. Carroll City Ordinance Chapter 69.08(8) Amendment – 30 Minute Kuemper Parking Request – 3rd Reading

B. Rental Housing Code

VII. Resolutions

A. Fire Pumper Truck and Street Improvements - \$1,505,000 General Obligation Capital Loan Notes,
Series 2020A

1. Resolution Approving Electronic Bidding Procedures and Distribution of Preliminary
Official Statement

B. Bond Counsel Engagement Agreement

VIII. Reports

A. Police Vehicle Purchase

B. Carroll Public Library/Carroll City Hall – Change Order No. 9

~~IX. Committee Reports~~

X. Comments from the Mayor

XI. Comments from the City Council

XII. Comments from the City Manager

XIII. Adjourn

February/March Meetings:

Airport Commission – February 10, 2020 – 21177 Quail Avenue

~~Planning and Zoning Commission – February 12, 2020 – City Hall – 627 N Adams Street~~

Library Board of Trustees – February 17, 2020 – City Hall - 627 N Adams Street

City Council – February 24, 2020 – City Hall – 627 N Adams Street

Board of Adjustment – March 2, 2020 – City Hall – 627 N Adams Street

City Council – March 9, 2020 – City Hall – 627 N Adams Street

Airport Commission – March 9, 2020 – 21177 Quail Avenue

Planning and Zoning Commission – March 11, 2020 – City Hall - 627 N Adams Street

Library Board of Trustees – March 16, 2020 – City Hall - 627 N Adams Street

Parks, Recreation and Cultural Advisory Board – March 16, 2020 – City Hall - 627 N Adams Street

City Council – March 23, 2020 – City Hall – 627 N Adams Street

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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

JANUARY 28, 2020

(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. Members present: Misty Boes, LaVern Dirkx, Jerry Fleshner (arrived at 5:16 p.m.), Clay Haley, Mike Kots and Carolyn Siemann. Absent: None. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

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

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Council Member Jerry Fleshner arrived at 5:16 p.m.

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It was moved by Haley, seconded by Kots, to approve the following items on the consent agenda: a) minutes of the January 13, 20 and 22 Council meetings, as written; b) bills and claims in the amount of \$759,908,68. c) Renewal of Class “C” Beer Permit with Class “B” Wine Permit (includes Carryout Wine and Native Wine) and Sunday Sales – *Dollar General Store #2756* and Renewal of Class “B” Liquor License with Outdoor Service and Sunday Sales – *Charlies Steakhouse, Swizzle Stick Lounge, Carrollton Centre*; d) Resolution No. 20-03, Farm Lease with Carroll Area FFA Chapter to farm crops of approximately six acres of City Cemetery property; e) Resolution No. 20-04, Agreement with Carroll Merchants Baseball Club for use of Merchants Park for the 2020 baseball season; f) to accept the proposal from Snyder Tree Service for the removal of 60 ash trees on city property at their proposed bid of \$34,700.00. On roll call, all present voted aye. Absent: None. Motion carried.

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There were no oral requests or communications from the audience.

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Mayor Jensen read a proclamation encouraging the citizens of Carroll to reach out to Camp Kesem via their website, www.campkesem.org, and support Kesem’s vision of ensuring that every child impacted by a parent’s cancer is never alone. No Council action taken.

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An ordinance amending provisions pertaining to No Parking Zones, specifically a 30-minute parking space at the farthest north parking space on the east side of the street in the 100 block of S Clark Street was introduced by Council Member Haley.

It was moved by Haley, seconded by Dirkx, to approve the first reading and waive the second reading of said ordinance. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Siemann, seconded by Haley, to accept the report of bid opening and approve Resolution No. 20-05, Making Award of Construction Contract for the Carroll Youth Sports Complex Lighting Project - 2020 to Drees Company at their bid price of \$437,000.00. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Kots, to approve Resolution No. 20-06, Supplemental Services Agreement #1 to the Design Services Contract for the Downtown Streetscape Phase 10 Project in the amount of \$5,560.00 bringing the amended design services agreement amount to \$103,475.00. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Kots, to approve Change Order No. 1 to the Water Storage Tower Rehabilitation Contract in the amount of \$48,200.00 plus add 10 days to the contract time. The effect of the proposed Change Order No. 1 on the contract price is as follows:

Original Contract Price	\$543,700.00
Change Order No. 1	<u>\$ 48,200.00</u>
Contract Price with Change Order No. 1	<u>\$591,900.00</u>

On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Boes, to approve Change Order No. 2 to the Wastewater Treatment Plant Disinfection Improvements Contract in the amount of \$4,170.00. The effect of the proposed Change Order No. 2 on the contract price is as follows:

Original Contract Price	\$967,530.00
Change Order No. 1	\$ 23,839.60
Change Order No. 2	<u>\$ 4,170.00</u>
Contract Price with Change Orders	<u>\$995,539.60</u>

On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Haley, to waive Purchasing Policy #0501 related to the requirement for competitive quotes and approve the purchase of cablecast equipment and installation services from Heartland Video Systems in the amount not to exceed \$13,104.50. On roll call, all present voted aye. Absent: None. Motion carried.

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Council continued discussions on the FY 2020/2021 Budget Proposal. Council recessed at 6:56 p.m. and reconvened at 7:06 p.m.

It was moved by Fleshner, seconded by Haley, to approve updating the proposed Notice of Public Hearing – Proposed Property Tax Levy form by revising the online listing section to change the City’s website to: www.cityofcarroll.com/finance and adding the Carroll Recreation Center website and Carroll Recreation Center Facebook page and approve setting February 24, 2020 as the public hearing date for the proposed property tax levy for FY 2020/2021. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Haley, to adjourn at 8:03 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

02-06-2020 02:21 PM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

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PAID ITEMS DATES :	1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020
PARTIALLY ITEMS DATES:	1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020
UNPAID ITEMS DATES :		1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-001704	ACCO	POOL CHEMICALS	101.50	0.00	000000	0/00/00	101.50
01-001704	ACCO	POOL CHEMICALS	30.40	0.00	000000	0/00/00	30.40
01-001704	ACCO	POOL/SPA CHEMICALS	1,038.60	0.00	000000	0/00/00	1,038.60
		** TOTALS **	1,170.50	0.00			1,170.50
01-001621	ACE HARDWARE	SUPPLIES	41.89	0.00	000000	0/00/00	41.89
01-001621	ACE HARDWARE	REPAIR PARTS	2.64	0.00	000000	0/00/00	2.64
01-001621	ACE HARDWARE	DRILL SET	29.99	0.00	000000	0/00/00	29.99
01-001621	ACE HARDWARE	SUPPLIES	9.99	0.00	000000	0/00/00	9.99
01-001621	ACE HARDWARE	KEY	2.59	0.00	000000	0/00/00	2.59
01-001621	ACE HARDWARE	BATTERIES	14.99	0.00	000000	0/00/00	14.99
01-001621	ACE HARDWARE	ICE MELT	67.96	0.00	000000	0/00/00	67.96
01-001621	ACE HARDWARE	CLEANING SUPPLIES	19.96	0.00	000000	0/00/00	19.96
01-001621	ACE HARDWARE	SUPPLIES	23.98	0.00	000000	0/00/00	23.98
01-001621	ACE HARDWARE	PAINT FOR PARK EQUIPMENT	29.99	0.00	000000	0/00/00	29.99
01-001621	ACE HARDWARE	CLEANING SUPPLIES	1.69	0.00	000000	0/00/00	1.69
01-001621	ACE HARDWARE	SUPPLIES	9.99	0.00	000000	0/00/00	9.99
01-001621	ACE HARDWARE	CLEANING SUPPLIES	9.99	0.00	000000	0/00/00	9.99
		** TOTALS **	265.65	0.00			265.65
01-001698	ADVANCED LASER TECHNOLOGI	PRINTER REPAIRS	387.45	0.00	000000	0/00/00	387.45
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGE	59.95	0.00	000000	0/00/00	59.95
		** TOTALS **	447.40	0.00			447.40
01-029040	ANTHONY A. VONNAHME	GREASE	87.20	0.00	000000	0/00/00	87.20
		** TOTALS **	87.20	0.00			87.20
01-002370	ARNOLD MOTOR SUPPLY	WIPER BLADES	9.29	0.00	000000	0/00/00	9.29
01-002370	ARNOLD MOTOR SUPPLY	WIPER BLADES	27.87	0.00	000000	0/00/00	27.87
01-002370	ARNOLD MOTOR SUPPLY	WIRE	30.08	0.00	000000	0/00/00	30.08
01-002370	ARNOLD MOTOR SUPPLY	OIL AND OIL FILTERS	56.80	0.00	000000	0/00/00	56.80
01-002370	ARNOLD MOTOR SUPPLY	OIL AND SPLASH GUARD	74.38	0.00	000000	0/00/00	74.38
01-002370	ARNOLD MOTOR SUPPLY	#20 BATTERY	189.93	0.00	000000	0/00/00	189.93
01-002370	ARNOLD MOTOR SUPPLY	OIL FILTER	8.15	0.00	000000	0/00/00	8.15
		** TOTALS **	396.50	0.00			396.50
01-002520	AUDITOR OF STATE, OFFICE	AUDIT FILING FEE	850.00	850.00-	116950	1/27/20	0.00
		** TOTALS **	850.00	850.00-			0.00
01-002805	BADDING CONSTRUCTION CO.	LIBRARY REMODEL #16	29,794.12	0.00	000000	0/00/00	29,794.12
		** TOTALS **	29,794.12	0.00			29,794.12
01-003515	BOMGAARS	SUPPLIES	17.47	0.00	000000	0/00/00	17.47
01-003515	BOMGAARS	WRENCH AND SUPPLIES	636.33	0.00	000000	0/00/00	636.33

02-06-2020 02:21 PM
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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-003515	BOMGAARS	SOFTNER SALT	54.90	0.00	000000	0/00/00	54.90
01-003515	BOMGAARS	BRUSHES	23.94	0.00	000000	0/00/00	23.94
01-003515	BOMGAARS	STORAGE CHEST	76.49	0.00	000000	0/00/00	76.49
01-003515	BOMGAARS	PIPES	5.17	0.00	000000	0/00/00	5.17
01-003515	BOMGAARS	REPAIR PARTS	37.30	0.00	000000	0/00/00	37.30
		** TOTALS **	851.60	0.00			851.60
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,556.51	2,556.51-	117030	2/03/20	0.00
		** TOTALS **	2,556.51	2,556.51-			0.00
01-003670	BRIGGS INC OF OMAHA	FLUSH METERS	451.98	0.00	000000	0/00/00	451.98
		** TOTALS **	451.98	0.00			451.98
01-003693	BRUNER & BRUNER	GENERAL WORK	67.50	0.00	000000	0/00/00	67.50
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	985.50	0.00	000000	0/00/00	985.50
01-003693	BRUNER & BRUNER	PARKS AND RECREATION	67.50	0.00	000000	0/00/00	67.50
01-003693	BRUNER & BRUNER	224 N MAIN ST	54.00	0.00	000000	0/00/00	54.00
01-003693	BRUNER & BRUNER	TRANSMISSION MAIN	54.00	0.00	000000	0/00/00	54.00
		** TOTALS **	1,228.50	0.00			1,228.50
01-003140	CANINE TACTICAL	K-9 TRAINING	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	150.00	0.00			150.00
01-004138	CAPITAL SANITARY SUPPLY	BROOM	19.00	0.00	000000	0/00/00	19.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	460.37	0.00	000000	0/00/00	460.37
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	306.50	0.00	000000	0/00/00	306.50
01-004138	CAPITAL SANITARY SUPPLY	LAUNDRY SOAP	84.15	0.00	000000	0/00/00	84.15
		** TOTALS **	870.02	0.00			870.02
01-004146	CARROLL CONTROL SYSTEMS	FURNACE REPAIR FITNESS ROOM	698.00	0.00	000000	0/00/00	698.00
01-004146	CARROLL CONTROL SYSTEMS	BOILER TESTING	200.00	0.00	000000	0/00/00	200.00
		** TOTALS **	898.00	0.00			898.00
01-004155	CARROLL COUNTY	GASOLINE	8,961.02	0.00	000000	0/00/00	8,961.02
		** TOTALS **	8,961.02	0.00			8,961.02
01-004170	CARROLL COUNTY RECORDER	NEW OPPORTUNITIES SUBD FINAL	7.00	0.00	000000	0/00/00	7.00
01-004170	CARROLL COUNTY RECORDER	FINAL NEW OPPORTUNITIES SUBD	37.00	0.00	000000	0/00/00	37.00
		** TOTALS **	44.00	0.00			44.00
01-004200	CARROLL LUMBER	DOOR REPAIR SOUTHSIDE PARK	45.00	0.00	000000	0/00/00	45.00
01-004200	CARROLL LUMBER	GRAVEL MIX CONCRETE	21.40	0.00	000000	0/00/00	21.40
01-004200	CARROLL LUMBER	SUPPLIES	12.00	0.00	000000	0/00/00	12.00
		** TOTALS **	78.40	0.00			78.40

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VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-004237	CARROLL VETERINARY CLINIC	MARCH DOG CARE CONTRACT	650.00	0.00	000000	0/00/00	650.00
		** TOTALS **	650.00	0.00			650.00
01-004325	CENTRAL IOWA DISTRIBUTING	CLEANING SUPPLIES	159.80	0.00	000000	0/00/00	159.80
		** TOTALS **	159.80	0.00			159.80
01-004137	CHAMBER OF COMMERCE	WELLNESS PAYOUT	1,725.00	0.00	000000	0/00/00	1,725.00
		** TOTALS **	1,725.00	0.00			1,725.00
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	175.18	0.00	000000	0/00/00	175.18
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	149.73	0.00	000000	0/00/00	149.73
01-002867	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	117.08	0.00	000000	0/00/00	117.08
01-002867	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	128.89	0.00	000000	0/00/00	128.89
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	39.15	0.00	000000	0/00/00	39.15
		** TOTALS **	610.03	0.00			610.03
01-004835	COMMERCIAL SAVINGS BANK	DEPOSIT SLIPS	26.79	26.79-	000000	1/27/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,156.74	13,156.74-	000692	1/30/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	14,495.86	14,495.86-	000692	1/30/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,429.86	4,429.86-	000692	1/30/20	0.00
		** TOTALS **	32,109.25	32,109.25-			0.00
01-004836	COMMUNITY OIL CO. INC.	GENERATOR OIL	338.44	0.00	000000	0/00/00	338.44
		** TOTALS **	338.44	0.00			338.44
01-000366	COMPUTER & NETWORK SPEC	COMPUTER ISSUES	480.00	0.00	000000	0/00/00	480.00
01-000366	COMPUTER & NETWORK SPEC	LIBRARY - POE SWITCHES	469.00	0.00	000000	0/00/00	469.00
		** TOTALS **	949.00	0.00			949.00
01-002071	COMPUTER REPAIR & SERVICE	ANTI-VIRUS SOFTWARE	60.00	0.00	000000	0/00/00	60.00
		** TOTALS **	60.00	0.00			60.00
01-003145	CORE AND MAIN LP	METERS	1,963.04	0.00	000000	0/00/00	1,963.04
		** TOTALS **	1,963.04	0.00			1,963.04
01-002934	COREY & RON'S LAWN SERVIC	NUISANCE - SIDEWALKS	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	150.00	0.00			150.00
01-005395	D & K PRODUCTS	ICE MELT	441.00	0.00	000000	0/00/00	441.00
		** TOTALS **	441.00	0.00			441.00
01-000854	DEARBORN NATIONAL	FEB. LIFE INSURANCE PREMIUMS	327.24	327.24-	117028	2/03/20	0.00
		** TOTALS **	327.24	327.24-			0.00

02-06-2020 02:21 PM
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UNPAID ITEMS DATES :		1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-006275	DREES OIL CO. INC.	PROPANE	110.09	0.00	000000	0/00/00	110.09
01-006275	DREES OIL CO. INC.	PROPANE	122.94	0.00	000000	0/00/00	122.94
01-006275	DREES OIL CO. INC.	PROPANE	287.22	0.00	000000	0/00/00	287.22
		** TOTALS **	520.25	0.00			520.25
01-012590	ECHO ELECTRIC SUPPLY	REPAIR WIRE	129.11	0.00	000000	0/00/00	129.11
		** TOTALS **	129.11	0.00			129.11
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	149.60	0.00	000000	0/00/00	149.60
		** TOTALS **	149.60	0.00			149.60
01-008050	FASTENAL COMPANY	BATTERIES RETURNED	128.42-	0.00	000000	0/00/00	128.42-
01-008050	FASTENAL COMPANY	BATTERIES AND PVC FITTINGS	274.87	0.00	000000	0/00/00	274.87
		** TOTALS **	146.45	0.00			146.45
01-001291	FEH DESIGN	STREET MAINTENANCE BLDG	27,511.00	0.00	000000	0/00/00	27,511.00
		** TOTALS **	27,511.00	0.00			27,511.00
01-000633	FILTER CARE	FILTER CLEANING	131.10	0.00	000000	0/00/00	131.10
		** TOTALS **	131.10	0.00			131.10
01-001946	FIRE SERVICE TRAINING BUR	HAZ MAT LICKTEIG/SATTERWHITE	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	100.00	0.00			100.00
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	12,250.34	12,250.34-	000693	1/29/20	0.00
		** TOTALS **	12,250.34	12,250.34-			0.00
01-003518	FOREMOST FITNESS GROUP	3 RECUMBENT BIKES	9,450.00	0.00	000000	0/00/00	9,450.00
		** TOTALS **	9,450.00	0.00			9,450.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	834.90	0.00	000000	0/00/00	834.90
		** TOTALS **	834.90	0.00			834.90
01-009315	GALL'S INC.	CUFFS	63.20	0.00	000000	0/00/00	63.20
		** TOTALS **	63.20	0.00			63.20
01-002567	GEHLPRO WELDING	SNOW BLOWER REPAIRS	141.61	0.00	000000	0/00/00	141.61
01-002567	GEHLPRO WELDING	SNOW BLOWER REPAIRS	141.61	0.00	000000	0/00/00	141.61
		** TOTALS **	283.22	0.00			283.22
01-009535	GENERAL RENTAL	HAMMER DRILL REPAIRS	121.90	0.00	000000	0/00/00	121.90
01-009535	GENERAL RENTAL	GRINDER	89.90	0.00	000000	0/00/00	89.90
		** TOTALS **	211.80	0.00			211.80

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PARTIALLY ITEMS DATES:	1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020
UNPAID ITEMS DATES :		1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-010156	GRAPHIC EDGE, THE	BASKETBALL TSHIRTS	5.99	0.00	000000	0/00/00	5.99
01-010156	GRAPHIC EDGE, THE	BASKETBALL TSHIRTS	5.99	0.00	000000	0/00/00	5.99
		** TOTALS **	11.98	0.00			11.98
01-005410	HERALD PUBLISHING COMPANY	LEGAL PUBLICATIONS	456.92	0.00	000000	0/00/00	456.92
01-005410	HERALD PUBLISHING COMPANY	CLEANING SERVICES ADS	222.00	0.00	000000	0/00/00	222.00
		** TOTALS **	678.92	0.00			678.92
01-012642	IOWA LAW ENFORCE ACADEMY	ADMINISTRATIVE FEE KENNEBECK	125.00	0.00	000000	0/00/00	125.00
		** TOTALS **	125.00	0.00			125.00
01-012666	IOWA ONE CALL	DEC. 2019 LOCATES	52.20	0.00	000000	0/00/00	52.20
		** TOTALS **	52.20	0.00			52.20
01-012685	IOWA SMALL ENGINE CENTER	SNOW BLOWER CABLE	13.33	0.00	000000	0/00/00	13.33
01-012685	IOWA SMALL ENGINE CENTER	ENGINE OIL	12.00	0.00	000000	0/00/00	12.00
		** TOTALS **	25.33	0.00			25.33
01-012706	IPERS	IPERS CONTRIBUTIONS	18,072.45	18,072.45-	000694	1/29/20	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	72.60	72.60-	000694	1/29/20	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	35.71	35.71-	000694	1/29/20	0.00
		** TOTALS **	18,180.76	18,180.76-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000	0/00/00	960.00
		** TOTALS **	960.00	0.00			960.00
01-013917	JEO CONSULTING GROUP INC.	2020 WATERMAIN REPLACEMENT	26,065.00	0.00	000000	0/00/00	26,065.00
01-013917	JEO CONSULTING GROUP INC.	2020 WELL CONSTRUCTION	8,430.00	0.00	000000	0/00/00	8,430.00
		** TOTALS **	34,495.00	0.00			34,495.00
01-003246	JESSICA HARMON	MERMAID PARTY SUPPLIES	44.25	44.25-	117029	2/03/20	0.00
		** TOTALS **	44.25	44.25-			0.00
01-000994	KABEL BUSINESS SERVICES -	HRA ANNUAL FEE	400.00	400.00-	000000	1/27/20	0.00
01-000994	KABEL BUSINESS SERVICES -	FLEX SPENDING ANNUAL FEE	100.00	100.00-	000000	1/27/20	0.00
		** TOTALS **	500.00	500.00-			0.00
01-014520	KASPERBAUER CLEANING SER	LAUNDER RUGS	96.64	0.00	000000	0/00/00	96.64
		** TOTALS **	96.64	0.00			96.64
01-001345	KELTEK INCORPORATED	IN CAR COMPUTER #20	5,017.40	0.00	000000	0/00/00	5,017.40
01-001345	KELTEK INCORPORATED	CABLE	27.93	0.00	000000	0/00/00	27.93
		** TOTALS **	5,045.33	0.00			5,045.33

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UNPAID ITEMS DATES :		1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-003523	KENNEBECK CARPET CLEANING	CARPET CLEANING	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	100.00	0.00			100.00
01-002897	KIEFER AQUATICS	RACING LANE LINES	1,185.00	0.00	000000	0/00/00	1,185.00
		** TOTALS **	1,185.00	0.00			1,185.00
01-002933	LITTLE PRINCESS PARTIES	MERMAID PARTY	405.00	0.00	000000	0/00/00	405.00
		** TOTALS **	405.00	0.00			405.00
01-003481	MARCO TECHNOLOGIES LLC	COPIER CONTRACT	178.55	0.00	000000	0/00/00	178.55
		** TOTALS **	178.55	0.00			178.55
01-012680	MID AMERICAN ENERGY	ELECTRIC BILL 624 N CARROLL ST	106.47	106.47-	116951	1/27/20	0.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILL 624 N CARROLL	73.44	73.44-	117031	2/03/20	0.00
		** TOTALS **	179.91	179.91-			0.00
01-017575	MIDWEST STORAGE SOLUTIONS	FILE FOLDERS	417.00	0.00	000000	0/00/00	417.00
		** TOTALS **	417.00	0.00			417.00
01-018408	NAPA AUTO PARTS	OIL AND LED LIGHT	45.55	0.00	000000	0/00/00	45.55
01-018408	NAPA AUTO PARTS	SHOP - CONNECTORS	14.00	0.00	000000	0/00/00	14.00
01-018408	NAPA AUTO PARTS	#24 LIGHTS	12.49	0.00	000000	0/00/00	12.49
01-018408	NAPA AUTO PARTS	SHOP SUPPLIES	8.66	0.00	000000	0/00/00	8.66
		** TOTALS **	80.70	0.00			80.70
01-020208	O'HALLORAN INTERNATIONAL	FILTERS	226.77	0.00	000000	0/00/00	226.77
01-020208	O'HALLORAN INTERNATIONAL	SHOP SUPPLIES	93.80	0.00	000000	0/00/00	93.80
01-020208	O'HALLORAN INTERNATIONAL	#28 BLADE FITTING	51.09	0.00	000000	0/00/00	51.09
01-020208	O'HALLORAN INTERNATIONAL	DUST SHIELD #27	50.43	0.00	000000	0/00/00	50.43
01-020208	O'HALLORAN INTERNATIONAL	REPAIR PARTS #26, #27, #28	196.71	0.00	000000	0/00/00	196.71
		** TOTALS **	618.80	0.00			618.80
01-001949	PERFORMANCE TIRE & SERVIC	#15 TIRE REPAIRS	25.44	0.00	000000	0/00/00	25.44
01-001949	PERFORMANCE TIRE & SERVIC	#18 OIL CHANGE	27.24	0.00	000000	0/00/00	27.24
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #17	36.74	0.00	000000	0/00/00	36.74
01-001949	PERFORMANCE TIRE & SERVIC	#15 OIL CHANGE/AIR FILTER	66.23	0.00	000000	0/00/00	66.23
01-001949	PERFORMANCE TIRE & SERVIC	#16 - OIL CHANGE	32.16	0.00	000000	0/00/00	32.16
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #19	26.19	0.00	000000	0/00/00	26.19
		** TOTALS **	214.00	0.00			214.00
01-003449	PIGOTT INC.	LIBRARY FURNISHINGS	92,214.90	0.00	000000	0/00/00	92,214.90
01-003449	PIGOTT INC.	LIBRARY FURNISHINGS	7,412.66	0.00	000000	0/00/00	7,412.66
		** TOTALS **	99,627.56	0.00			99,627.56

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UNPAID ITEMS DATES :		1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,593.37	1,593.37-	116952	1/27/20	0.00
		** TOTALS **	1,593.37	1,593.37-			0.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL 627 N ADAMS	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	75.00	0.00			75.00
01-023640	RAY'S REFUSE SERVICE	JANUARY GARBAGE PICKUP	928.64	0.00	000000	0/00/00	928.64
		** TOTALS **	928.64	0.00			928.64
01-023815	REGION XII COG	NUISANCE WORKSHOP - DIRKX	20.00	0.00	000000	0/00/00	20.00
		** TOTALS **	20.00	0.00			20.00
01-003519	RICHARD COWELL TACTICAL	TACTICAL VESTS	3,025.00	0.00	000000	0/00/00	3,025.00
		** TOTALS **	3,025.00	0.00			3,025.00
01-002987	RIESBERG AUDIO AND DETAIL #14	INSTALL EQUIPMENT	2,730.00	0.00	000000	0/00/00	2,730.00
01-002987	RIESBERG AUDIO AND DETAIL #18	RADAR	110.00	0.00	000000	0/00/00	110.00
		** TOTALS **	2,840.00	0.00			2,840.00
01-000343	SCHRECK'S FOUR SEASON SER	SIDEWALK SNOW	360.00	0.00	000000	0/00/00	360.00
		** TOTALS **	360.00	0.00			360.00
01-003522	SEWER EQUIPMENT COMPANY O	SEWER PLUGS	688.10	0.00	000000	0/00/00	688.10
		** TOTALS **	688.10	0.00			688.10
01-025332	SIRCHIE FINGER PRINT LABO	LAB SUPPLIES	545.60	0.00	000000	0/00/00	545.60
		** TOTALS **	545.60	0.00			545.60
01-025655	SPECTRUM LABORATORY PRODU	LAB SUPPLIES - PLATES	773.95	0.00	000000	0/00/00	773.95
		** TOTALS **	773.95	0.00			773.95
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	42.50	0.00	000000	0/00/00	42.50
		** TOTALS **	42.50	0.00			42.50
01-025880	STONE PRINTING CO.	LAMINATING BUILDING PLANS	12.00	0.00	000000	0/00/00	12.00
01-025880	STONE PRINTING CO.	FOLDERS FOR GRAHAM PARK PLANS	7.50	0.00	000000	0/00/00	7.50
01-025880	STONE PRINTING CO.	SUPPLIES AND POSTAGE	376.40	0.00	000000	0/00/00	376.40
01-025880	STONE PRINTING CO.	UTILITY BILLING ENVELOPES	787.00	0.00	000000	0/00/00	787.00
01-025880	STONE PRINTING CO.	DISCONNECT ENVELOPES	337.89	0.00	000000	0/00/00	337.89
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	17.09	0.00	000000	0/00/00	17.09
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	35.98	0.00	000000	0/00/00	35.98
		** TOTALS **	1,573.86	0.00			1,573.86

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-002682	STOREY KENWORTHY/MATT PAR	1095 TAX FORMS	16.75	0.00	000000	0/00/00	16.75
	** TOTALS **		16.75	0.00			16.75
01-002272	TIGGES OVERHEAD DOORS	DOOR REPAIRS	130.00	0.00	000000	0/00/00	130.00
	** TOTALS **		130.00	0.00			130.00
01-026940	TOYNE INC.	ENGINE 1 REPAIRS	442.42	0.00	000000	0/00/00	442.42
	** TOTALS **		442.42	0.00			442.42
01-027060	TREASURER OF IOWA	SALES TAX	313.00	313.00-	000000	1/27/20	0.00
01-027060	TREASURER OF IOWA	DECEMBER SALES TAX	4,407.00	4,407.00-	000000	1/31/20	0.00
	** TOTALS **		4,720.00	4,720.00-			0.00
01-003220	TURFWERKS	PARTS	673.62	0.00	000000	0/00/00	673.62
	** TOTALS **		673.62	0.00			673.62
01-001088	TYLER TECHNOLOGIES	ONLINE BILLING ACCESS	180.00	0.00	000000	0/00/00	180.00
	** TOTALS **		180.00	0.00			180.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 1/18/2020	210.28	210.28-	116953	1/27/20	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 1/25/2020	36.22	36.22-	117032	2/03/20	0.00
	** TOTALS **		246.50	246.50-			0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	279.32	279.32-	116954	1/27/20	0.00
	** TOTALS **		279.32	279.32-			0.00
01-028435	UTILITY EQUIPMENT COMPANY	OPERATING SUPPLIES	1,040.80	0.00	000000	0/00/00	1,040.80
01-028435	UTILITY EQUIPMENT COMPANY	OPERATING SUPPLIES	430.00	0.00	000000	0/00/00	430.00
	** TOTALS **		1,470.80	0.00			1,470.80
01-028814	VAN METER COMPANY, THE	HEATER CONNECTOR	34.78	0.00	000000	0/00/00	34.78
	** TOTALS **		34.78	0.00			34.78
01-029010	VEENSTRA & KIMM INC.	WWTP ANTI-DEGRADATION #2	2,200.00	0.00	000000	0/00/00	2,200.00
	** TOTALS **		2,200.00	0.00			2,200.00
01-003472	WOODRUFF CONSTRUCTION LLC	WWTP IMPROVEMENTS	299,289.90	0.00	000000	0/00/00	299,289.90
	** TOTALS **		299,289.90	0.00			299,289.90

* Payroll Expense 154,968.06

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UNPAID ITEMS DATES :		1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020

R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	228,805.51	228,805.51CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	551,899.76	0.00	551,899.76
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	780,705.27	228,805.51CR	551,899.76

U N P A I D R E C A P

UNPAID INVOICE TOTALS	552,028.18
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	128.42CR
** UNPAID TOTALS **	551,899.76

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UNPAID ITEMS DATES :		1/24/2020 THRU 2/06/2020	1/24/2020 THRU 2/06/2020

FUND TOTALS

001	GENERAL FUND	88,544.15
010	HOTEL/MOTEL TAX	30.01
110	ROAD USE TAX FUND	15,000.65
178	CRIME PREV/SPEC PROJECTS	4,344.55
314	C.P.-STREETS MAINT BLDG	27,511.00
315	LIBRARY/CITY HALL REMODEL	129,890.68
600	WATER UTILITY FUND	13,004.91
602	WATER UTILITY CAP. IMP.	34,549.00
610	SEWER UTILITY FUND	12,845.12
612	SEWER UTILITY CAP. IMP.	299,289.90
850	MEDICAL INSURANCE FUND	727.24
	* PAYROLL EXPENSE	154,968.06

GRAND TOTAL	780,705.27
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City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and Members of the City Council

FROM: Mike Pogge-Weaver, City Manager *mpw*

DATE: February 4, 2020

SUBJECT: Appointments to Committees, Commissions and Boards

The Board of Adjustment has a term that expired December 31, 2019. In addition, two committee, commission and board members have resigned mid-term. The following lists members that have requested to be appointed.

Members to be appointed by the Mayor, with Council approval:

Library Board of Trustees	Brenda Hogue	Unexpired term to expire December 31, 2024
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Members to be appointed by Council:

Parks, Recreation and Cultural Advisory Board	Mary Bruner	Unexpired term to expire May 31, 2021
Board of Adjustment	Jonathan Campbell	5-year term expiring December 31, 2024

Note: Iowa Code 69.16A required gender balance on all boards and commissions of the City unless the City has made a good faith effort to appoint a qualified person for a period of three months but has been unable to make a complaint appointment. Since November 8, 2019 the City has advertised in the Carroll Times Herald, has had a story on Carroll Broadcasting and posted on social media looking for individuals, including specifically females, to serve on the Board of Adjustment without success. Mr. Campbell's appointment to the Board of Adjustment will create a gender imbalance; however, the City has made good faith effort to find a qualified person for a period of three months without success.



Proclamation

Rotary International Proclamation

WHEREAS, Rotary International, founded on February 23, 1905 in Chicago, Illinois USA, is the world's first and one of the largest non-profit service organizations. The local Carroll Rotary Club was founded on February 23, 1921; and

WHEREAS, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and

WHEREAS, Rotary funds club projects and sponsors volunteers with community expertise to provide medical supplies, health care, clean water, food production, job training, and education to millions in need, particularly in developing countries; and

NOW THEREFORE, I, ERIC P. JENSEN, MAYOR OF THE CITY OF CARROLL, on behalf of the City Council do hereby proclaim February 23, 2020 as Rotary Day in Carroll Iowa.

Eric P. Jensen, Mayor

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

MEMO TO: Mike Pogge-Weaver, City Manager *mjp-w*

FROM: Brad Burke, Chief of Police *BB*

DATE: February 5, 2020

SUBJECT: Carroll City Ordinance Chapter 69.08(8) amendment

Chapter 69 of the Carroll City Code deals with Parking Regulations and specifically 69.08(8) deals with parking on Clark Street. Kuemper Catholic Schools has requested a 30-minute parking space at the farthest north parking space in the 100 block of S Clark Street which is near the office area of Kuemper High School. This request is to accommodate for parking needs for quick visits to the school.

Since the last City Council meeting on January 28, 2020, I have received no feedback on this request. At the last meeting the first two readings were waived.

RECOMMENDATION: Council consideration and discussion of the ordinance change amendment to Chapter 69.08, subsection 8 of the City of Carroll Ordinance.

ORDINANCE NO. _____

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

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

SECTION 1. Chapter 69, Section 08, Subsection 8, of the Code of Ordinances of the
City of Carroll, Iowa, 2011, is amended by adding the following paragraph:

69.08(8)(E)

“30 Minute Parking – 7:30 a.m. – 4:30 p.m. Monday through Friday School Days
Only.”

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

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

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

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

Passed and approved this _____ day of _____, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Eric P Jensen., Mayor

ATTEST:

Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of
_____, 2020.

Laura A. Schaefer, City Clerk

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager *MPW*

DATE: February 6, 2020

SUBJECT: Rental Housing Code

The City Council has worked for the past year to create a Rental Housing Inspection Program and associated Rental Housing Code. This supports Council's adopted priority to develop and implement a Rental Housing Code for the City of Carroll.

At the May 28, 2019 Council Meeting, during a Council workshop, a draft of the Rental Housing Code was reviewed and a few adjustments were made to the draft. An open house for rental housing owners was held on June 26, 2019 to discuss the Rental Housing Inspection Program and Code draft. Three rental property owners also appeared at the July 8, 2019 Council Meeting to discuss the proposed ordinance. The City Council held discussions on it at their November 11, 2019 and November 25, 2019 meetings as they look to implement the program. At that meeting a new draft was presented along with a staff proposed fee structure that focused on an annual permit fee versus an initial inspection fee that was previously discussed.

Attached to this memo is the proposed Rental Housing Code in ordinance form, a summary of the ordinance for publication if the ordinance is adopted, a proposed fee schedule, and a Rental Housing Property Maintenance Guide Checklist that summarizes the Rental Housing Code and can be used by landlords to prepare for an inspection. Minor changes have been made for the proposed ordinance since the last meeting in November along with revisions to the fee schedule.

The purpose of this ordinance is to establish minimum standards for all rental housing within the City used or intended to be used for human occupancy. It requires that properties hold an annual rental housing permit and properties be inspected by the City a minimum of every three years in order to safeguarding the health, safety, and welfare of the occupants of dwellings and of the general public.

RECOMMENDATION: Mayor and City Council consideration and possible approval of the first reading of the Ordinance to adopt the Rental Housing Code for the City of Carroll.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY ADDING CHAPTER 158 RENTAL HOUSING CODE FOR THE CITY OF CARROLL, IOWA.

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

SECTION 1. CHAPTER ADDED. Chapter 158 is hereby created in the Code of Ordinances of the City of Carroll, Iowa, as follows:

CHAPTER 158

RENTAL HOUSING CODE

158.01 Scope of Provisions
158.02 Conflicting Provisions
158.03 Definitions
158.04 Certificate of Rental Permit
158.05 Inspection and Enforcement
158.06 Housing Appeals Board

158.07 Minimum Structure Standards for All
Rental Dwellings
158.08 Responsibilities of Owners Relating to the
Maintenance and Occupancy of Premises
158.09 Responsibilities of Occupants Relating to the
Maintenance and Occupancy of Premises
158.10 Penalty

158.01 SCOPE OF PROVISIONS. The provisions of this chapter (which may be known and cited as the Rental Housing Code for the City of Carroll, Iowa) apply to all rental dwellings within the City limits used or intended to be used for human occupancy, except that these provisions are not applicable to temporary housing as defined in this chapter.

158.02 CONFLICTING PROVISIONS. In any case where a provision of this chapter is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or code of the City, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

158.03 DEFINITIONS. Whenever the words “dwelling,” “dwelling unit,” “rooming house,” “rooming unit,” or “premises” are used in this chapter, they shall be construed as though they were followed by the words “or any part thereof.” The word “building” includes the word “structure” and the word “lot” includes the word “plot.” The following terms are also defined for use in this chapter:

1. “Acceptable” or “approved” means in substantial compliance with the provisions of this chapter.
2. “Accessory structure” means a detached structure which is not used, or intended to be used, for living or sleeping by human occupants.

3. “Adjoining grade” means the elevation of the ground which extends three (3) feet from the perimeter of the dwelling.
4. “Appurtenance” means that which is directly or indirectly connected or accessory to a thing.
5. “Attic” means any story situated wholly or partly within the roof or so designed, arranged or built to be used for business, storage, or habitation.
6. “Basement” means a story having a part but not more than one-half of its height above grade, which may or not be considered habitable space. A basement is counted as a story for the purpose of height regulations.
7. “Bath” means a bathtub or shower stall connected with both hot and cold water lines.
8. “Central heating system” means a single system supplying heat to one or more dwelling units or more than one rooming unit.
9. “Code Enforcement Officer” means the official of the City appointed to administer this chapter and any duly authorized representatives.
10. “Communal” means used or shared by, or intended to be used or shared by, the occupant of two or more rooming units or two or more dwelling units.
11. “Condominium” means a dwelling unit which is in compliance or conformance with the requirements of Chapter 499B of the Code of Iowa, as amended.
12. “Cooperative” means a dwelling unit which is in compliance or conformance with the requirements of Chapter 499B of the Code of Iowa, as amended.
13. “Court” means an open unoccupied space, other than a yard, on the same lot with a dwelling. A court not extending to the street or front or rear yard is an inner court. A court extending to the street or front yard or rear yard is an outer court.
14. “Dining room” means a habitable room used or intended to be used for the purpose of eating, but not for cooking or the preparation of meals.
15. “Duplex” means any habitable structure containing two single dwelling units.
16. “Dwelling” means any building, structure, or mobile home, except temporary housing, which is wholly or partly used or intended to be used for living or sleeping by human occupants and includes any appurtenances attached thereto.
17. “Dwelling, efficiency” – see efficiency dwelling
18. “Dwelling, multiple” - see “multiple dwelling.”
19. “Dwelling, single-family” - see “single-family dwelling.”

20. “Dwelling unit” means any habitable room or group of adjoining habitable rooms, located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking and eating of meals.
21. “Efficiency dwelling” means a dwelling unit with a sleeping area open to the living area, with no intervening door.
22. “Egress” means an arrangement of exit routes to provide a means of exit from buildings and/or premises.
23. “Exit” means a continuous and unobstructed means of egress to a public way and includes intervening doors, doorways, corridors, windows, exterior-exit balconies, ramps, stairways, smoke-proof enclosures, horizontal exits, exit passageways, exit courts, walkways, sidewalks, and yards.
24. “Extermination” means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination method approved by the Code Enforcement Officer.
25. “Family” means one or more persons occupying a dwelling and living as a single housekeeping unit. Each individual or group of individuals to whom rent is charged as a single unit shall be considered to be a separate family.
26. “Garbage” means animal or vegetable waste resulting from the handling, preparation, cooking, or consumption of food and also means combustible waste material. “Garbage” also includes paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, and other combustible materials.
27. “Habitable room” means a room or enclosed floor space, having a minimum of seventy (70) square feet of total floor area within a dwelling unit or rooming unit used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, communicating corridors, closets, storage spaces, and stairways.
28. “Historical” means any property designated by the Carroll County Historic Preservation Commission as a Historical Site or any property on the National Register of Historical Places.
29. “Infestation” means the presence, within or around a dwelling, of any insects, rodents, or other pests, in such quantities as would be considered unsanitary.
30. “Kitchen” means a habitable room used or intended to be used for cooking or the preparation of meals.
31. “Kitchenette” means a food preparation area not less than forty (40) square feet in area.

32. “Kitchen sink” means a basin for washing utensils used for cooking, eating, and drinking, located in a kitchen and connected to both hot and cold water lines and properly connected to a drainage system.
33. “Lavatory” means a hand-washing basin which is connected to both hot and cold water lines, and properly connected to a drainage system, which is separate and distinct from a kitchen sink.
34. “Living room” means a habitable room within a dwelling unit which is used, or intended to be used, primarily for general living purposes.
35. “Mobile home” means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.
36. “Multiple dwelling” means any dwelling containing three or more dwelling units.
37. “Occupant” means any person, including owner or operator, living in, sleeping in, and/or cooking in, or having actual possession of a dwelling unit or a rooming unit.
38. “Operator” means any person who rents to another or who has custody or control of a building, or parts thereof, in which dwelling units or rooming units are let or who has custody or control of the premises.
39. “Owner” means any person who has custody and/or control of any dwelling, dwelling unit or rooming unit by virtue of a contractual interest in or legal or equitable title to the dwelling, dwelling unit or rooming unit. “Owner” also means any person who has custody and/or control of any dwelling, dwelling unit or rooming unit as guardian.
40. “Permit” - see “rental permit.”
41. “Placard” means any display document showing that the unit for which it is issued has been determined to be unfit for human habitation.
42. “Plumbing” means and includes any or all of the following supplied facilities and equipment: water pipes, garbage disposal units, waste pipes, toilets, sinks, lavatories, bathtubs, shower baths, water heating devices, catch basins, drains, vents, and any other similar supplied fixtures together with all connections to water and sewer.
43. “Premises” means a lot, plot, or parcel of land including a building and/or accessory structure thereon.
44. “Privacy” means the existence of conditions which will permit a person or persons to carry out an activity commenced without interruption or interference by unwanted persons.

45. “Properly installed, connected, constructed, or repaired” means as required by this or any other building, plumbing, mechanical or electrical code of the City, including work to be done in a workmanlike manner.
46. “Public way” means any parcel of land, unobstructed from the ground to the sky, more than ten feet in width, appropriated to the free passage of the general public.
47. “Refuse” means waste materials (except human waste) including garbage, rubbish, ashes, and dead animals.
48. “Refuse container” means a watertight container that is constructed of metal, or other durable material impervious to rodents, that is capable of being serviced without creating unsanitary conditions.
49. “Rental permit” means a document, issued periodically, which grants the owner or operator the option of letting a unit for rental purposes and showing that the unit for which it is issued was in compliance with the applicable provisions of this chapter at the time of issuance.
50. “Roomer” means an occupant of a rooming house or rooming unit and shall also mean an occupant of a dwelling who is not a member of the family occupying the dwelling except for guests and/or domestic employees.
51. “Rooming house” means any dwelling, or that part of any dwelling, containing one or more rooming units, including, but not limited to hotels and motels, in which space is let by the owner or operator to one or more persons. Occupants of units specifically designated as dwelling units within a rooming house shall not be included in the roomer count. An owner-occupied, single-family dwelling, condominium, or cooperative containing a family plus one or two roomers shall be excluded from this definition and be treated as a owner-occupied, single-family dwelling.
52. “Rooming unit” means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used, or intended to be used, primarily for living and sleeping. A rooming unit shall have bath and toilet facilities available for exclusive use by the occupant or for communal use in accordance with subsections 158.07(15) through (22) and, in addition, may have kitchen and dining facilities available for use by the occupant therein.
53. “Rubbish” means inorganic waste material consisting of combustible and/or noncombustible materials.
54. “Single-family dwelling” means a structure containing one dwelling unit.
55. “Supplied Facility” means equipment, appliance or system paid for, furnished by, provided by, or under the control of the owner or operator.

56. “Temporary housing” means any tent, trailer, motor home, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty (30) days.

57. “Toilet” means a water closet, with a bowl and trap made in one piece, which is of such shape and form and which holds a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and which is equipped with a flushing rim or flushing rims.

158.04 CERTIFICATE OF RENTAL PERMIT.

1. Rental Permit Required. It is a violation of this chapter for any person to let to another for rent any dwelling unit or rooming unit (except a dwelling or rooming unit located within an owner-occupied, single-family dwelling, condominium, or cooperative containing no more than two dwelling or rooming units), unless the owner or operator holds a valid rental permit. A rental permit is valid from the date of issuance until March 31st of the following year. Renewals of rental permits shall be made annually between January 2nd and March 31st. For existing rental properties in existence prior to the adoption of this chapter, rental permit applications shall be considered timely filed if they are received by the City on or before June 30, 2020. The document shall be transferable from one owner or operator to another at any time prior to its expiration, termination or revocation. The owner or operator shall notify the Code Enforcement Officer of any changes of interest or ownership in the property within thirty (30) days of any conveyance or transfer of interest affecting the property and provide the name and address of all persons who have acquired an interest therein. In the event that the Code Enforcement Officer has not been notified of such conveyance or transfer within the designated period of time, the rental permit shall be transferred from one owner or operator to another only upon payment of a fee which shall be assessed the new owner or operator, the amount of which shall be set by resolution of the Council. The rental permit shall state the date of issuance, the address of the structure to which it is applicable, and its expiration date. The rental permit shall also include the maximum number of occupants. All dwellings and dwelling units and rooming units being let for rent and occupancy without a valid permit or application for the same on file with the City and fees paid may be ordered vacated.

2. Application. The owner or operator shall file an application for a rental permit, accompanied by the appropriate fees as established by resolution of the Council, with the Code Enforcement Officer on an application form provided by the Code Enforcement Officer. All applications shall be filed and a rental permit obtained before being let for rent or occupancy. Failure to file an application for a rental permit shall constitute a municipal infraction. The owner or operator shall, within thirty (30) days of application, schedule and allow an inspection of the unit by the Code Enforcement Officer, if such an inspection is due under the provisions

of Section 158.05 of this chapter, and failure to do so may be judicially enforced and constitutes a municipal infraction. All fees for inspections and/or permits shall be paid prior to the scheduled inspection.

3. Issuance. When all pertinent provisions of this chapter have been complied with by the owner or operator, the Code Enforcement Officer shall issue a rental permit.

4. Extension. A rental permit shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Code Enforcement Officer to remedy any violations cited subsequent to an inspection authorized or requested pursuant to the provisions of this chapter, provided a rental permit application is on file with fees paid.

158.05 INSPECTION AND ENFORCEMENT.

1. Authority. The Code Enforcement Officer is authorized to administer and enforce the provisions of the Rental Housing Code and to make inspections to determine the conditions of all dwellings, dwelling units, rooming units, structures, and premises located within the City, in order that the Code Enforcement Officer may perform the duty of safeguarding the health, safety, and welfare of the occupants of dwellings and of the general public under the provisions of this chapter.

2. Inspection of Rental Units. Inspection of rental units shall be conducted upon request, on a complaint basis, and/or through a program of regular rental inspections which program shall not be conducted more frequently than yearly or less frequently than the set schedule indicated below:

Single family dwelling	Every 3 years
Duplex	Every 3 years
Owner-occupied plus more than 2 dwelling units	Every 3 years
Multiple dwelling units	Every 3 years
Rooming houses	Every 3 years

The provisions of Sections 158.07 through 158.09 of this chapter shall apply to the inspections of all rental units.

3. Access by Owner or Operator. Every occupant of a dwelling, dwelling unit, or rooming unit shall give, upon proper notice, the owner or operator thereof, or any authorized agent or employee, access to any part of such dwelling, dwelling unit, rooming unit, or premises at all reasonable times for the purpose of effecting such maintenance, making such repairs, or making such alterations as are necessary to

effect compliance with, or any lawful notice or order issued pursuant to the provisions of Sections 158.07 through 158.09.

4. Access by the Code Enforcement Officer. Whenever authorized to make an inspection or whenever the Code Enforcement Officer has reasonable cause to believe that there exists any condition in violation of any provisions of this chapter or in response to a complaint that an alleged violation may exist, the Code Enforcement Officer may enter such unit or premises during reasonable times to inspect and perform any action authorized by this chapter. If such unit or premises is tenant-occupied, the Code Enforcement Officer shall also notify the owner or other persons having charge or control of the building or premises of the requested entry. The Code Enforcement Officer shall at such times present official identification and explain why entry is sought; and if entry is refused, the Code Enforcement Officer shall request that the inspection be conducted at a reasonable time, suitable to the owner or occupant. If the request for future entry is refused, the Code Enforcement Officer shall at that time, or at a later time, explain to the owner and/or occupant that said owner and/or occupant may refuse, without penalty, entry without a search warrant, and the Code Enforcement Officer may apply to the Iowa District Court for an administrative search warrant pursuant to Section 1.12, Carroll Code of Ordinances and Section 88.14 Iowa Code.

5. Administrative Search Warrant. If consent to inspect a building is withheld by any person having the lawful right to exclude, the Code Enforcement Officer may apply to the Iowa District Court in and for Carroll County for an administrative search warrant of the building. No owner or occupant or any other person having charge, care, or control of any dwelling, dwelling unit, rooming unit, structure, or premises shall fail or neglect, after presentation of an administrative search warrant, to properly permit entry therein by the Code Enforcement Officer for the purpose of inspection and examination pursuant to this chapter.

6. Violation Notice. Whenever the Code Enforcement Officer determines, upon the basis of an inspection or other reliable information, a premises has one or more violations of this chapter, the Code Enforcement Officer shall give to the owner (and the tenant if a violation relates to Section 158.09) of the premises a written notice in substantially the following form:

ORDER TO REPAIR, CORRECT AND COMPLY		
To:	_____, Owner (and Tenant if applicable)	
Re:	_____, Location in Violation	
<p>You are hereby notified that the Code Enforcement Officer has determined the above premises has the following violations of the City of Carroll Rental Housing Code:</p>		
Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____
<p>You are hereby ordered to repair, correct and comply with the requirements of the Rental Housing Code within thirty (30) days of your receipt of this order. Failure to comply with this order (or as it may be modified on appeal) will result in a denial or revocation of your rental permit and an order to vacate the premises.</p> <p>You are advised that this order may be appealed by filing a written notice of appeal, containing the reasons for the appeal, with the Housing Appeals Board, City Hall, Carroll, Iowa, within seven (7) days of your receipt hereof. The appeal may dispute the above code violations or request additional time allowed for compliance or both. In addition, you may request that the Board grant a variance in the application of the Housing Code to your particular circumstances. Failure to file a timely appeal results in waiver of your right to have this order modified.</p> <p>You are further advised that your failure to comply with this order (or as it may be modified on appeal) constitutes a municipal infraction per Chapter 4 of the City Code.</p>		

The order set out in this subsection shall be served upon the owner personally, upon a member of the owner's family (if that person is of suitable age and discretion and informed of the contents thereof) personally, upon the owner by registered or certified mail with return receipt requested to the owner's last known address (per County Assessor's records); or upon the failure of all above methods, and by posting a copy thereof in a conspicuous place in or about the dwelling affected by the order. The owner (and the tenant if a violation relates to Section 158.09 of this chapter) may appeal the order by filing a written notice of appeal with the Housing Appeals Board within seven (7) days of the service of the order. The issues on appeal are restricted to disputes regarding the cited violations, requests for additional time for compliance, and requests for variances. The Code Enforcement Officer shall, after expiration of the time given in the order to repair, correct and comply (or as it may be modified on appeal), reinspect the premises as appropriate. The owner's or tenant's failure to comply with the order shall constitute a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

7. Denial or Revocation of Rental Permit; Order to Vacate. Whenever the Code Enforcement Officer determines that the order to correct, repair and comply (or as it may be modified on appeal) has not been complied with, the Code Enforcement

Officer shall deny or revoke the rental permit for the premises and order the premises vacated. The denial or revocation and order shall be effective thirty (30) days after receipt by the owner and tenant of the premises of a written notice of the denial or revocation of the rental permit and order to vacate in substantially the following form:

NOTICE OF DENIAL OR REVOCATION OF RENTAL PERMIT AND ORDER TO VACATE		
To:	_____ Owner	
	_____ Tenant	
Re:	_____ Location in Violation	
You are hereby notified that the Rental Housing Code Enforcement Officer has determined that the Order to Repair, Correct and Comply dated _____ affecting the above premises has not been complied with and the following violations of the Rental Housing Code still exist:		
Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____
You are hereby notified that, effective thirty (30) days after receipt of this notice and order, the rental permit covering the above premises is revoked (or the application for a rental permit is denied) and you are ordered to have the above premises vacated within such period of time.		
You are advised that the revocation or denial of the rental permit and order to vacate the premises may be appealed by filing a written notice of appeal, containing the reasons for the appeal, with the Housing Appeals Board, City Hall, Carroll, Iowa, within seven (7) days of your receipt of this notice and order. Your appeal is solely limited to the issue of whether the previous Order to Repair, Correct and Comply (or as it may have been modified on a previous appeal) has been complied with and may not address matters concerning such order which were subject to previous appeal rights. However, tenants may, by filing a timely appeal, also request additional time to move.		
You are further advised that this order to vacate may be judicially enforced and that the occupancy or sufferance of occupancy of the affected premises after the expiration of the thirty (30) day period provided herein without a valid rental permit constitutes a municipal infraction per Chapter 4 of the City Code.		

The above notice and order shall be served upon the owner and tenant personally, upon a member of the owner's and tenant's family (if that person is of suitable age and discretion and informed of the contents thereof) personally, upon the owner and tenant by registered or certified mail, with return receipt requested, to the owner's last known address per County Assessor's records; or upon the failure of all above methods, by posting the copy thereof in a conspicuous place in or about the dwelling affected by the notice and order. In the instance where all of the cited violations are tenant violations under Section 158.09, the notice and order set out in this subsection shall be modified to delete reference to the revocation or denial of the rental permit for the premises and the owner may cause the premises to be re-occupied by the different tenants. The owner and/or tenant may appeal the notice and order by filing a written notice of appeal with the Housing Appeals Board within seven (7) days of this service of the notice. The issue on appeal is solely limited to the issue of whether the previous order to repair, correct and comply (or as it may have been modified on a previous appeal) has been complied with and may not address matters concerning such order which were subject to previous appeal rights. However, tenants may, by filing a timely appeal, also request additional time to move. The order to vacate may be judicially enforced and violation of the order to vacate and the occupancy or sufferance of occupancy of the affected premises after the expiration of the thirty-day period provided herein (or after such additional time as the Housing Appeals Board may have granted a tenant to move) without a valid rental permit constitutes a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

8. Emergency Orders and Placarding. Whenever the Code Enforcement Officer, in the enforcement of this chapter, finds in or about a dwelling conditions which pose an immediate and serious threat to the health or safety of the occupants and/or the general public, the Code Enforcement Officer shall give to the owner and occupants of the premises a written order in substantially the following form:

EMERGENCY ORDER TO VACATE														
To:	_____	Owner												
	_____	Tenant												
Re:	_____, Location in Violation													
<p>You are hereby notified that the Code Enforcement Officer has determined that the above premises contain the following violations of the City of Carroll Rental Housing Code, which violations pose an immediate and serious threat to the health or safety of the occupants thereof and/or the general public:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%; text-align: left; padding: 5px;">Code Section</th> <th style="width: 45%; text-align: left; padding: 5px;">Description of Violation</th> <th style="width: 30%; text-align: left; padding: 5px;">Location of Violation</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">_____</td> <td style="padding: 5px;">_____</td> <td style="padding: 5px;">_____</td> </tr> <tr> <td style="padding: 5px;">_____</td> <td style="padding: 5px;">_____</td> <td style="padding: 5px;">_____</td> </tr> <tr> <td style="padding: 5px;">_____</td> <td style="padding: 5px;">_____</td> <td style="padding: 5px;">_____</td> </tr> </tbody> </table>			Code Section	Description of Violation	Location of Violation	_____	_____	_____	_____	_____	_____	_____	_____	_____
Code Section	Description of Violation	Location of Violation												
_____	_____	_____												
_____	_____	_____												
_____	_____	_____												
<p>You are hereby ordered to vacate the above premises within 48 hours of your receipt of this order.</p>														
<p>You are advised that if the condition cited above is corrected and repaired before the expiration of your time limit herein, you may contact the Code Enforcement Officer, who may confirm the repair of the condition and rescind this order.</p>														
<p>You are advised that this order may be appealed by filing a written notice of appeal containing the reasons for appeal with the Housing Appeals Board, City Hall, Carroll, Iowa, within twenty-four (24) hours of your receipt hereof. The appeal may dispute the above code violations but it may not request additional time for compliance, nor will the filing of an appeal act to delay the deadline for vacating the premises.</p>														
<p>You are further advised that this order to vacate may be judicially enforced and your failure to comply with this order (or as it may be modified on appeal) constitutes a municipal infraction per Chapter 4 of the City Code.</p>														

The above notice and order shall be served upon the owner and tenant personally, or by phone, fax, or e-mail (due to the urgency of the emergency order) if immediate personal service cannot be accomplished after reasonable attempts and by posting the copy thereof in a conspicuous place in or about the dwelling affected by the notice and order. The owner may appeal the order by filing a written notice of appeal with the Housing Appeals Board within twenty-four (24) hours of the service of the order. The sole issue on appeal is the cited violation. Time to comply or vacate may not be an issue on an appeal of the order, nor will the filing of an appeal extend the number of days before the premises must be vacated. The Code Enforcement Officer, upon issuing an emergency order to vacate, shall post upon the dwelling a placard designating the dwelling as unfit for human habitation. No dwelling which has been placarded shall again be used for human habitation until a written approval is secured from and such placard is removed by the Code Enforcement Officer. The Code Enforcement Officer shall remove such placard

whenever the violation upon which the placarding action was based has been eliminated. No person shall deface or remove the placard from any dwelling which was the subject of an emergency order to vacate and placarded as such. An emergency order to vacate may be judicially enforced and a violation of the emergency order to vacate and the occupancy or sufferance of occupancy of the affected premises after the expiration period provided in the order constitutes a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

158.06 HOUSING APPEALS BOARD.

1. Established. In order to provide for interpretation of the provisions of this chapter and to hear appeals provided for under this chapter, there is established a Housing Appeals Board (hereinafter in this section referred to as the Board) consisting of three (3) members who are residents of the City of Carroll, who do not hold any elective office in the municipal government, and who are appointed by the Mayor subject to the approval of the Council. Members are appointed for staggered terms of five (5) years. If any vacancy exists on the Board caused by resignation or otherwise, a successor shall be appointed for the remainder of the term.

2. Compensation. All members of the Board shall serve without compensation except for their actual expenses accrued, which shall be subject to the approval of the Council.

3. Officers. Such Board shall choose, annually, at its first regular meeting, one of its members to act as Chairperson of the Board, and another of its members as Vice Chairperson, who shall perform all the duties of the Chairperson during his or her absence or disability. The Board may also choose one of its members to act as Secretary or choose a non-board member to act as Secretary, who shall record all minutes and proceedings of the Board and who shall be responsible for filing same in the office of the Housing Appeals Board.

4. Jurisdiction. Any person affected by a written notice and/or order issued under this chapter which is specifically subject to appeal, may appeal to the Board by filing a written appeal specifying the grounds therefor within the time limits provided. Appeals shall include requests for additional time and variances allowed under this chapter. The filing of an appeal does not delay the time for compliance with a notice or order unless the Board fails to determine the matter within the time limit provided for compliance with the notice or order in which case such time for compliance shall automatically be extended to the time such determination is made except in the instance of an emergency order.

5. Procedures.

A. The Board, upon receipt of a written appeal, shall set a time and place for the hearing. The applicant shall be advised, in writing, of such time and place at least seven (7) days prior to the date of the hearing. At such a hearing the appellant shall have an opportunity to be heard and to show cause as to

why such notice or order should be modified, extended, revoked, or why a variance should be granted. The Board, by a majority vote, may sustain, modify, extend, or revoke a notice or order and grant or deny a variance.

B. The Board may grant additional time for compliance with a notice or order where specifically recognized by this chapter. However, the Board may, by an express determination, retain jurisdiction of a matter concerning additional time and make tentative extensions to be finally determined at a later date and time by the Board. In the event that additional time or tentative extensions are granted, the Board shall make specific findings of fact based on evidence relating to the following:

- (1) That there are historical or practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order; and
- (2) That such additional time or a tentative extension is in harmony with the general purpose and intent of this chapter in securing the public health, safety, and general welfare. Except under extraordinary circumstances, the grant of additional time, including the sum of tentative extensions shall not exceed twelve (12) months.

C. The Housing Appeals Board may grant a variance in a specific case and from a specific provision of this chapter subject to appropriate conditions; and provided the Board makes specific findings of fact based on the evidence presented on the record as a whole, and related to the following:

- (1) That there are historical or practical difficulties or unnecessary hardships in carrying out a strict letter of any notice or order; and
- (2) That due to the particular circumstances presented, the effect of the application of the provisions would be arbitrary in the specific case; and
- (3) That an extension would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships in this arbitrary effect; and
- (4) That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety, and general welfare.

D. Upon appeal or the request of the Code Enforcement Officer, the Board may consider the adoption of a general variance. The Board by a majority vote may establish a general variance for existing structures which cannot practicably meet the standards of the Rental Housing Code. Prior to considering any general variance, public notice shall be given. A general variance, if granted, shall:

- (1) State in what manner the variance from the specific provision is to be allowed; and
- (2) State the conditions under which the variance is to be made; and
- (3) Be based upon specific findings of fact based on evidence related to the following:
 - (a) That there are practical difficulties or unnecessary hardships in carrying out the strict letter of the specific provision, common to dwellings, dwelling units, or rooming units to which the variance will apply, and
 - (b) That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

6. Amendments. Additionally, the Housing Appeals Board may on its own motion recommend improvements, amendments or modifications to this chapter.

158.07 MINIMUM STRUCTURE STANDARDS FOR ALL RENTAL DWELLINGS.

1. Supplied Facility. Every supplied facility piece of equipment or required utility shall be constructed and/or installed so that it will function safely.
2. Kitchens. Every dwelling unit shall have a kitchen room or kitchenette equipped with the following:
 - A. An approved kitchen sink.
 - B. Space capable of properly accommodating a refrigerator and a stove or range.
 - C. Proper access terminals to utilities necessary to properly operate a refrigerator and stove or range.
 - D. Adequate space for the storage and preparation of food.
3. Water Closet Required. Every dwelling unit shall contain an approved water closet.
4. Bath Required. Every dwelling unit shall contain an approved bathtub or shower.
5. Lavatory Basin Required. Every dwelling shall contain an approved lavatory basin within or adjacent to the room containing the toilet.
6. Privacy in a Room Containing Toilet and Bath. Every toilet and every bath shall be contained within a room or within separate rooms which afford privacy for a person within said rooms.
7. Water Heating Facilities Required. Every kitchen sink, bath and lavatory basin required in accordance with the provisions of this chapter shall be properly

connected with supplied water heating facilities. Every supplied water heating facility shall be properly connected and shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every kitchen sink and lavatory basin required under the provisions of this chapter at a temperature of not less than one hundred twenty degrees (120°) Fahrenheit [forty-eight degrees (48°) centigrade]. Such supplied water heating facilities shall be capable of meeting the requirements of this section when the required space heating facilities are not in operation.

8. Connection of Sanitary Facilities to Water and Sewer Systems. Every kitchen sink, laundry sink, mop sink, toilet, lavatory basin, and bath shall be properly connected to an approved water and sewer system.

9. Exits.

A. Every dwelling unit and every rooming unit shall have access directly to the outside or to a public corridor.

B. Every rental dwelling shall have at least two (2) exits as a means of egress from each floor, one of which may be a window. This requirement applies to the ground floor and above and basements that include sleeping rooms.

C. All windows used as exits for means of egress shall have a minimum net clear opening of 4.0 square feet and the minimum net clear opening dimensions shall be at least twenty-four (24) inches by twenty (20) inches. Exception: Windows of slightly lesser dimensions which were installed in conformance with a previous building code may be approved by the Code Enforcement Officer providing they have minimum net clear opening dimensions of at least twenty-two (22) inches by eighteen (18) inches. Where windows are provided as means of egress or rescue, they shall have finished sill height not more than forty-four (44) inches above the floor, except that a step or step stool may be used to maintain the 44-inch sill height requirement. If the sill of a window provided for egress is more than eight (8) feet above grade, a portable escape ladder must be provided and must be stored in the same room as the egress window.

D. New dwelling units shall have exits as required by the Building Code and Fire Code of the City of Carroll.

E. Every means of egress shall comply with the following requirements:

(1) Handrails. All stairways comprised of four (4) or more risers shall be provided with a substantial and safe handrail. Unenclosed floor and roof openings, open and glass sides of landings and ramps, balconies or porches which are more than thirty (30) inches above grade or above the floor below, and any emergency egress pathway

across a roof with a slope of more than 10 degrees shall be provided with a substantial and safe guardrail.

(2) Every stairway shall have a width, riser height and tread width which shall be adequate for safe use.

(3) Doors and windows readily accessible from outside the unit shall be lockable from inside the unit.

(4) Every doorway providing ingress or egress from any dwelling unit, rooming unit or habitable room shall be at least six (6) feet high and twenty-two (22) inches wide.

(5) Designated egress doorways and windows in all rental dwellings on any floor with more than four (4) dwelling units or more than six sleeping rooms in the case of a rooming house, shall be marked with illuminated exit signs.

10. Ventilation.

A. Every dwelling unit and rooming unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, mold, and other harmful air pollutants.

B. Every window or other device with openings to the outdoor space, used for ventilation, shall be supplied with screens of not less than sixteen mesh per inch.

C. Every system of mechanical ventilation, such as air conditioners and vent fans shall be maintained in operable condition.

11 Heating. Every dwelling shall have heating facilities which are properly installed and are capable of safely and adequately heating all habitable rooms, bathrooms, and toilet rooms located therein to a temperature of at least sixty-eight degrees (68°) Fahrenheit [twenty degrees (20°) centigrade] and shall be capable of maintaining in all said locations a minimum temperature of sixty-five degrees (65°) Fahrenheit, [eighteen degrees (18°) centigrade] at a distance of three (3) feet above the floor level at all times. Such heating facilities shall be so designed and equipped that heat, as herein specified, is available for all dwelling units and rooming units.

12. Electrical Requirements. Every habitable room shall contain at least two separate floor or wall-type electrical double convenience outlets which shall be situated a distance apart equivalent to at least twenty-five percent (25%) of the perimeter of the room. Every such outlet and fixture shall be properly installed. Every habitable room, toilet room, laundry room, furnace room, basement and cellar shall contain at least one supplied ceiling or wall-type electric light fixture or switched outlet. Every such outlet and fixture shall be properly installed. Temporary wiring or extension cords shall not be used as permanent wiring.

13. Minimum Space, Use and Location Requirements.

A. Habitable rooms shall have a floor area of not less than 70 square feet.

Exception: Kitchens.

B. Sleeping Rooms. In every dwelling unit of two or more rooms and every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor space and every room occupied for sleeping purposes by two occupants shall contain at least one hundred (100) square feet of floor space per sleeping room. An additional thirty (30) square feet per room is needed for each additional occupant, with maximum bedroom occupancy of four (4). Example: 1 sleeping room with 4 occupants = 160 Sq. Ft. Exception: The maximum occupancy of a sleeping room may be exceeded by one (1) child under the age of five (5) years, provided that the maximum occupancy of the dwelling unit is not exceeded.

C. Ceiling Height. The ceiling height of every habitable room shall be at least six feet four inches (6'4"). In any habitable room where the ceiling is a part of a sloping roof, at least one-half of the floor area shall have a ceiling height of at least six feet four inches (6'4"). "Floor area," as used in this subsection, means the area of the floor where the vertical measurement from floor to ceiling is five (5) feet or more. Obstruction of space by such items as water and gas pipes, cabinetry, etc., shall be permitted when such obstructions are located within two (2) feet of a partition or wall, do not interfere with an emergency ingress and egress, and are approved by the Code Enforcement Officer. Obstruction of a ceiling space shall be permitted when such obstruction is located at a height of not less than six feet four inches (6'4") from the floor.

14 Direct Access. Access to each dwelling unit or rooming unit shall not require first entering any other dwelling unit or rooming unit (except that access to a dwelling unit or a rooming unit may be through a living area of a unit occupied by the owner-operator of the structure). No dwelling unit containing two or more sleeping rooms shall have such room arrangements that access to a bathroom water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hallway, basement, or to the exterior of the dwelling unit or rooming unit.

15. Lighting of Public Halls and Stairways. Public passageways and stairways in dwellings accommodating two to four dwelling units or rooming units shall be provided with convenient wall-mounted light switches which activate an adequate lighting system. Public passageways and stairways in buildings accommodating more than five (5) dwelling units or rooming units shall be lighted at all times with

an adequate artificial lighting system, except that such artificial lighting may be omitted from sunrise to sunset where an adequate natural lighting system is provided. Whenever the occupancy of a building exceeds one hundred (100) persons, the artificial lighting system as required herein shall be on an emergency circuit.

16. Fire Extinguishers; Minimum Approved Type. All rental dwelling units and rooming houses shall have a two and one-half pound type “ABC” fire extinguisher, or have access to a fire extinguisher within seventy-five (75) feet of any unit, which is approved by the Code Enforcement Officer or Fire Chief. Fire extinguishers shall be properly hung in an area of easy access.

17. Early Warning Fire Protection. All rental units shall have a centrally located smoke detector on each level and one in each bedroom.

18. A carbon monoxide detector located a maximum of four (4) feet off the floor or where recommended by the manufacturer, shall be provided on the main level and on each level with bedrooms. Exception: Units without gas piping may omit carbon monoxide detectors provided they do not have an attached garage.

19. Water Closets and Lavatory Basins. At least one approved water closet and one approved lavatory basin shall be supplied for each eight (8) persons or fraction thereof residing within a dwelling containing a rooming unit or units, including members of the operator’s family whenever they share the said facilities, provided that in a rooming house where rooms are let only to males, flush urinals may be substituted for not more than one-half of the required number of water closets.

20. Baths. At least one approved bath shall be supplied for each eight (8) persons or fraction thereof residing within a dwelling containing a rooming unit or units, including members of the operator’s family whenever they share the use of the facilities.

21. Location of Communal Toilets and Baths. Communal toilets and baths shall be located on the same floor or the floor immediately above or below the rooming unit.

22. Communal Kitchens. If a communal kitchen is supplied, it shall comply with the following requirements:

A. The minimum floor area of a communal kitchen shall be fifty (50) square feet. Floor area shall include that part of the floor occupied by cabinets and appliances. If the dining area is separate from the kitchen area, it shall have a minimum floor area of fifty (50) square feet.

B. The minimum floor area of a communal kitchen in which roomers are permitted to prepare and eat meals shall be one hundred (100) square feet.

C. The communal kitchen shall be equipped with the following:

- (1) A refrigerator with an adequate food storage capacity.
- (2) An approved kitchen sink.
- (3) A stove or range.
- (4) At least one cabinet of adequate size suitable for the storage of food and eating and cooking utensils.
- (5) At least six (6) square feet of surface area which is easily cleanable and suitable for the preparation of food.
- (6) An eating surface and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.

D Every communal kitchen shall be located within a room accessible to the occupants of each rooming unit sharing the use of such kitchen, without going outside of the dwelling and without going through a dwelling unit or rooming unit of another occupant.

23. Kitchens: Stoves and Refrigerators. Kitchens or kitchenettes in all rental dwellings shall be supplied with a stove or range and a refrigerator by the owner, operator, or tenant(s).

24 Shades, Draperies and Window Coverings. Every window in rooms used for sleeping rooms in rooming units and furnished dwelling units shall be supplied with shades, draperies, or other devices or materials which, when properly used, will afford privacy to the occupants. Every window in rooms used for sleeping purposes in unfurnished dwelling units shall be supplied with hardware necessary to support shades, draperies, or other devices or materials which, when properly used, will afford privacy to the occupants.

158.08 RESPONSIBILITIES OF OWNERS RELATING TO THE MAINTENANCE AND OCCUPANCY OF PREMISES.

1. Maintenance of Structure.

A. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, guardrail, porch, sidewalk, and appurtenance thereto shall be maintained in safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.

B. Every foundation, floor, exterior wall, exterior door, window, and roof shall be maintained in reasonably weather-tight, watertight, rodent proof and insect proof condition.

C. Every door, door hinge, door latch, and door lock shall be maintained in good and functional condition and every door, when closed, shall fit reasonably well within its frame.

- D. Every window, existing storm window, window latch, window lock, and other aperture covering, including its hardware, shall be maintained in good and functional condition and shall fit reasonably well within its frame.
- E. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in a clean and sanitary condition, and where appropriate, shall be capable of affording privacy.
2. Maintenance of Accessory Structures. Every foundation, exterior wall, roof, window, exterior door, basement hatchway, and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a harborage for rats or other vermin and shall be kept in a reasonably good state of repair.
3. Rainwater Drainage. All eaves, downspouts, and other roof drainage equipment on the premises shall be maintained in a good state of repair and so installed as to direct rainwater away from the structure.
4. Grading, Drainage and Landscaping of Premises. Every premises shall be graded and drained so no stagnant water will accumulate or stand thereon. Every premise shall be continuously maintained by suitable landscaping with grass, trees, shrubs, or other planted groundcover designed to reduce and control dust. Exception: This chapter shall not affect the existence or maintenance of storm water detention systems.
5. Chimneys and Smoke Pipes. Every chimney and every supplied smoke pipe shall be adequately supported, reasonably clean, and maintained in a reasonably good state of repair.
6. Protection of Exterior Wood Surfaces. All exterior wood surfaces of a dwelling and its accessory structures, fences, porches, and similar appurtenances shall be reasonably protected from the elements and against decay.
7. Means of Egress. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times.
8. Hanging Screens and Storm Windows. The owner or operator of the premises shall be responsible for hanging all screens and storm windows required by this code, except when there is a written agreement between the owner and the occupant to the contrary. Screens shall be provided no later than the first day of June of each year and storm windows shall be provided no later than the first day of December of each year.
9. Electrical System. The electrical system of every dwelling or accessory structure shall not by reason of overloading, dilapidation, lack of insulation, improper fusing, or for any other cause expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch, and fixture shall be maintained in

good and safe working condition. The owner or operator shall supply properly sized fuses or equivalent, at the beginning of each tenant's occupancy.

10. Maintenance of Supplied Plumbing Fixtures. Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition. All plumbing shall be so designed, installed or replaced so as to prevent contamination of the water supply through backflow, back siphonage, or cross-connection. Water pressure shall be adequate to permit a proper flow of water from all open outlets at all times.

11. Maintenance of Gas Appliances and Facilities. Every gas appliance shall be connected to a gas line with rigid black iron piping except that listed metal appliance connectors or semi-rigid tubing may be used if approved by the Code Enforcement Officer. Every indoor gas appliance shall have an approved shutoff valve, which shall be installed in the gas line outside of each appliance and ahead of the union connection thereto, in addition to any valve provided on the appliance. Said valve shall be clearly visible and located in the same room as the appliance. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion, or obstruction so as to reduce gas pressure or volume. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times.

12. Maintenance of Heating and Supplied Cooling Equipment. The heating equipment of each dwelling shall be maintained in good and safe working condition and shall be capable of heating all habitable rooms, bathrooms, and toilet rooms located therein to the minimum temperature required in this chapter. However, heating and supplied cooling equipment shall not be required to be maintained in operational condition during that time of the year when the equipment is not normally used.

13. Floors - Kitchen and Bathrooms. Every toilet room floor surface, bathroom floor surface, and kitchen floor surface shall be constructed and maintained so as to permit such floor to be easily kept in a clean, dry, and sanitary condition.

14. Supplied Facilities. Every facility, utility, and piece of equipment required by this chapter and/or present in the unit and/or designated for the exclusive use by the occupants of the unit at the time that either the rental agreement is signed or possession is given shall function safely and shall be maintained in proper working condition. Maintenance of facilities, utilities, and equipment not required by this chapter shall be the owner's responsibility unless stated to the contrary in the rental agreement. No required supplied facility shall be removed, shut off, or disconnected from any occupied dwelling unit or rooming unit except for such temporary interruption as may be necessary while actual repairs, replacements, or alterations are being made.

15. Refrigerators and Stoves. All supplied refrigerators, stoves, and ranges shall be maintained in good and safe working condition.

16. Toilets, Baths and Lavatory Basins. All toilets, baths, and lavatory basins shall be maintained in good and sanitary working condition.
17. Fire Protection. All fire extinguishers and early warning fire protection systems shall be maintained in good working condition at all times and shall be provided at the beginning of each tenancy.
18. Covered Cisterns. All cisterns or similar water storage facilities shall be fenced, safely covered, or filled in such a way as not to create a hazard to life or limb.
19. Sealed Passages. All pipe passages, abandoned gas lines, chutes, and similar openings through walls or floors shall be adequately enclosed or sealed to prevent the spread of fire or passage of vermin.
20. Pest Extermination. Whenever infestation exists in two or more of the dwelling units or rooming units of any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units or more than one rooming unit, extermination thereof shall be the responsibility of the owner. For dwellings containing two or more dwelling or rooming units where a pest infestation is found the property owner shall be allowed thirty (30) days to treat the pest infestation. If, after thirty (30) days, the infestation remains, the property owner shall carry the responsibility of having the infested units treated by a licensed pest management professional of a licensed pest management company. The owner shall be required to perform quarterly treatments for a period of one year from date of first treatment after the initial thirty (30) days. The owner shall retain records from the licensed pest management professional and shall be made available to the Housing Inspector upon request at the one-year re-inspection. Failure to do so shall result in revocation of rental permit and all occupants will be vacated.
21. Owner to Let Clean Units. No owner shall permit occupancy of the vacant dwelling unit or rooming unit unless it is clean, sanitary, and fit for human occupancy.
22. Maintenance of Public Areas. Every owner or operator of a dwelling containing two or more dwelling units or more than one rooming unit shall be responsible for maintaining, in a safe and sanitary condition, the shared public areas of the dwelling and premises thereof, unless there is a written agreement between the owner and occupant to the contrary.
23. Maintenance of Fencing. Every fence shall be kept in a reasonably good state of repair or shall be removed.
24. Garbage Disposal. Every owner of a dwelling shall supply adequate facilities for the disposal of garbage which are approved by the Code Enforcement Officer and are in compliance with this Code of Ordinances.

25. Occupancy Control. No owner or operator shall knowingly allow the occupancy of a dwelling, dwelling unit, or rooming unit to exceed the number of persons listed on the rental permit.

26. Lead Paint. In all pre-1978 buildings, no owner or operator shall allow painted surfaces to be peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate. This shall not be required of properties that have been certified lead-based paint free by a certified lead-based paint inspector.

158.09 RESPONSIBILITIES OF OCCUPANTS RELATING TO THE MAINTENANCE AND OCCUPANCY OF PREMISES.

1. Occupant Responsible for Controlled Area. Every occupant of a dwelling unit or rooming unit shall keep in a clean, safe, and sanitary condition that part of the dwelling, dwelling unit, rooming unit, or premises thereof he or she occupies and controls.

A. Every floor and floor covering shall be kept reasonably clean and sanitary.

B. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.

C. No dwelling or the premises thereof shall be used for the storage or handling of refuse.

D. No dwelling or the premises thereof shall be used for the storage or handling of dangerous or hazardous materials.

2. Plumbing Fixtures. The occupants of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof.

3. Extermination of Pests. Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; every occupant of a dwelling containing more than one dwelling unit or rooming unit shall be responsible for such extermination within the unit occupied by him whenever said unit is the only one infested. Notwithstanding the foregoing provisions of this section, whenever infestation is caused by the failure of the owner to maintain a dwelling in a reasonably rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.

4. Storage and Disposal of Garbage. Every occupant of a dwelling shall dispose of rubbish, garbage, and any other organic waste in a clean and sanitary manner by placing it in the supplied disposal facilities or storage containers required by this chapter.

5. Use and Operation of Supplied Heating Facilities. Every occupant of a dwelling unit or rooming unit shall be responsible for the exercise of reasonable care, proper use, and proper operation of supplied heating facilities.

6. Electrical Wiring. No temporary wiring or extension cords shall be used except extension cords which run directly from portable electric fixtures to convenience outlets and which do not lie beneath floor coverings or extend through doorways, transoms, or similar apertures and structural elements or attached thereto. The occupant shall not knowingly overload the circuitry of the dwelling unit or rooming unit.

7. Supplied Facilities. Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof. Occupants shall be responsible for maintaining batteries in all existing and required smoke detectors and/or carbon monoxide detectors.

8. Occupancy Control. No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she resides to exceed the number of persons listed on the rental permit nor shall they use a room for sleeping that does not meet egress requirements.

158.10 PENALTY. Any violation of the provisions of this chapter may constitute a municipal infraction and shall, upon conviction, be subject to penalties authorized under Chapter 4 of the City of Carroll Code of Ordinances including but not limited to, civil penalty, order for abatement, injunctive relief and other alternative relief. Each and every day that a violation occurs or continues shall be deemed a separate offense. The City may also enforce the provisions of this Chapter by any other cause of action allowed by the City's Code of Ordinances or the State of Iowa Code.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication of a summary as provided by law.

Passed by the Council the ____ day of _____, 2020, and approved the ____ day of _____, 2020.

Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2020.

Laura A. Schaefer, City Clerk

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY ADDING CHAPTER 158 RENTAL HOUSING CODE FOR THE CITY OF CARROLL, IOWA.

The City Council of the City of Carroll, Iowa has enacted an ordinance that adds Chapter 158 to the Code of Ordinance of the City of Carroll, Iowa known and cited as the Rental Housing Code for the City of Carroll, Iowa. This publication is a summary of the enacted ordinance.

The purpose of this ordinance is to establish minimum standards for all rental housing within the City limits used or intended to be used for human occupancy. The Code Enforcement Officer is authorized to administer and enforce the provisions of the Rental Housing Code and to make inspections to determine the conditions of all dwellings, dwelling units, rooming units, structures, and premises located within the City, in order that the Code Enforcement Officer may perform the duty of safeguarding the health, safety, and welfare of the occupants of dwellings and of the general public under the provisions of this chapter.

The said ordinance includes the following sections:

- 158.01 Scope of Provisions
- 158.02 Conflicting Provisions
- 158.03 Definitions
- 158.04 Certificate of Rental Permit
- 158.05 Inspection and Enforcement
- 158.06 Housing Appeals Board
- 158.07 Minimum Structure Standards for All Rental Dwellings
- 158.08 Responsibilities of Owners Relating to the Maintenance and Occupancy of Premises
- 158.09 Responsibilities of Occupants Relating to the Maintenance and Occupancy of Premises
- 158.10 Penalty

Section 158.04 provide the following regarding required permits and associated fees:

158.04 CERTIFICATE OF RENTAL PERMIT.

1. Rental Permit Required. It is a violation of this chapter for any person to let to another for rent any dwelling unit or rooming unit (except a dwelling or rooming unit located within an owner-occupied, single-family dwelling, condominium, or cooperative containing no more than two dwelling or rooming units), unless the owner or operator holds a valid rental permit. A rental permit is valid from the date of issuance until March 31st of the following year. Renewals of rental permits shall be made annually between January 2nd and March 31st. For existing rental properties in existence prior to the adoption of this chapter, rental permit applications shall be

considered timely filed if they are received by the City on or before June 30, 2020. The document shall be transferable from one owner or operator to another at any time prior to its expiration, termination or revocation. The owner or operator shall notify the Code Enforcement Officer of any changes of interest or ownership in the property within thirty (30) days of any conveyance or transfer of interest affecting the property and provide the name and address of all persons who have acquired an interest therein. In the event that the Code Enforcement Officer has not been notified of such conveyance or transfer within the designated period of time, the rental permit shall be transferred from one owner or operator to another only upon payment of a fee which shall be assessed the new owner or operator, the amount of which shall be set by resolution of the Council. The rental permit shall state the date of issuance, the address of the structure to which it is applicable, and its expiration date. The rental permit shall also include the maximum number of occupants. All dwellings and dwelling units and rooming units being let for rent and occupancy without a valid permit or application for the same on file with the City and fees paid may be ordered vacated.

2. Application. The owner or operator shall file an application for a rental permit, accompanied by the appropriate fees as established by resolution of the Council, with the Code Enforcement Officer on an application form provided by the Code Enforcement Officer. All applications shall be filed and a rental permit obtained before being let for rent or occupancy. Failure to file an application for a rental permit shall constitute a municipal infraction. The owner or operator shall, within thirty (30) days of application, schedule and allow an inspection of the unit by the Code Enforcement Officer, if such an inspection is due under the provisions of Section 158.05 of this chapter, and failure to do so may be judicially enforced and constitutes a municipal infraction. All fees for inspections and/or permits shall be paid prior to the scheduled inspection.

3. Issuance. When all pertinent provisions of this chapter have been complied with by the owner or operator, the Code Enforcement Officer shall issue a rental permit.

4. Extension. A rental permit shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Code Enforcement Officer to remedy any violations cited subsequent to an inspection authorized or requested pursuant to the provisions of this chapter, provided a rental permit application is on file with fees paid.

Section 158.10 of the ordinance provides the following penalties:

158.10 PENALTY. Any violation of the provisions of this chapter may constitute a municipal infraction and shall, upon conviction, be subject to penalties authorized under Chapter 4 of the City of Carroll Code of Ordinances including but not limited

to, civil penalty, order for abatement, injunctive relief and other alternative relief. Each and every day that a violation occurs or continues shall be deemed a separate offense. The City may also enforce the provisions of this Chapter by any other cause of action allowed by the City's Code of Ordinances or the State of Iowa Code.

A full copy of this ordinance may be inspected and obtained at the Carroll City Hall located at 627 N Adams Street, Carroll, IA 51401 during normal business hour Monday through Friday 8:00 AM to 5:00 PM. Alternatively, a copy of the adopted ordinance is available on-line at <https://www.cityofcarroll.com/Rental-Housing-Code>.

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

Passed by the Council the _____ day of _____, 2020, and approved the ____ day of _____, 2020.

Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

RESOLUTION NO. _____

A RESOLUTION SETTING RENTAL HOUSING FEES

WHEREAS, City Code Chapter 158 requires fees for rental housing permits and inspection fees to be set by a resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Carroll City Council that the following fee schedule is hereby adopted for rental housing permits and inspections:

Annual Permit Fee:	First unit in a building	\$35.00
	Each additional unit in a building	\$10.00
Inspection Fee:	Initial inspection	No Fee
	First reinspection	\$35.00 per unit
	Second and subsequent reinspections	\$55.00 per unit

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this _____ day of _____, 20____.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



RENTAL HOUSING PROPERTY MAINTENANCE GUIDE

For the complete City of Carroll Code of Ordinances referenced herein, please visit
<http://www.cityofcarroll.com/city-code>

Dear Landlord:

To get a Head Start on the City's Rental Inspection Program, use this checklist to evaluate the condition of your rental property prior to a routine inspection. By using this guide, you may avoid a lengthy inspection and potentially costly re-inspection fees.

Note: While it is impossible to list every violation of the housing code that may occur, this list contains violations that are commonly found during routine inspections. If a question is answered with a NO response, a code violation is likely to be present.

EXTERIOR PROPERTY/AREA

Property Maintenance Code

YES	NO	Description/Detail	Code Section
<input type="checkbox"/>	<input type="checkbox"/>	All Windows/Doors Functional	158.08.1/2
<input type="checkbox"/>	<input type="checkbox"/>	Property does not have unpainted or peeling paint in excess of 50% of the area	158.08.6
<input type="checkbox"/>	<input type="checkbox"/>	Property has a paved approach from street to property line	170.08
<input type="checkbox"/>	<input type="checkbox"/>	Property has all vehicles parked on approved surfaces	69.15
<input type="checkbox"/>	<input type="checkbox"/>	Property does NOT have an accumulation of weeds and brush	50.02.9
<input type="checkbox"/>	<input type="checkbox"/>	Property does NOT have an accumulation of garbage or debris	158.08.24
<input type="checkbox"/>	<input type="checkbox"/>	Property does NOT have any Junk Vehicles on site	51.02
<input type="checkbox"/>	<input type="checkbox"/>	Property is NOT providing habitation for rodents or wild animals	158.08.1B

Emergency Response: The following inspection items ensure adequate response during emergency situations

YES	NO	Description/Detail	Code Section
<input type="checkbox"/>	<input type="checkbox"/>	Property has house numbers clearly visible from the streets	150.02

Exterior Structural Issues: The following inspection items deal with exterior structural issues

YES	NO	Description/Detail	Code Section
		Property has no loose or crumbling plaster	158.08.1A
		Property is properly waterproofed both on the exterior walls and roof	158.08.1/3
		Property has NO broken, rotted, split or buckled exterior walls	158.08.1
		All fences and retaining walls are maintained and NOT in need of repairs	158.08.23
		Chimney is not in danger of falling down or bulging	158.08.5
		Property has no unsafe storage of combustible materials	158.09.1D
		Porch and Deck flooring supports are not defective or deteriorated	158.08.1
		Porch and Deck flooring supports are of sufficient size to support loads imposed	158.08.1

Sidewalk Compliance: The following inspection items deal with sidewalk safety detailed in the Sidewalk Inspection Program

YES	NO	Description/Detail	Code Section
		Sidewalks do not present any tripping or falling hazards	136.02.2

INTERIOR PROPERTY/AREA

Electrical Safety Items: The following inspection items deal with electrical systems and electrical safety

YES	NO	Description/Detail	Code Section
		Electrical panel is clearly labeled with all circuits marked	158.08.9
		Electrical service is sized to handle loads imposed by the property	158.08.9
		Extension cords are sized properly and not running under rugs or furniture	158.09.6
		Unused openings in the electrical panel or cutout boxes are properly closed	158.08.9
		The proper over current protection is installed	158.08.9
		Disconnection points are clearly marked and labeled for each service, feed, or branch circuit	158.08.9
		Electrical room is clearly marked and accessible	158.08.9
		There is a clear and unobstructed means of access to the control panel	158.08.9

Plumbing/Heating Items: The following inspection items deal with mechanical systems (plumbing, heating, air conditioning)

YES	NO	Description/Detail	Code Section
		Water heaters and boilers have pressure relief valves piped to within 6" of the floor	158.07.7
		Fuel fired equipment does not have missing or corroded flues	158.08.5
		Fuel fired equipment has a shutoff valve installed in the gas piping and it shall be clearly visible and located in the same room as the appliance	158.08.11

Fire Safety: The following inspection items deal with fire safety and prevention of fires

YES	NO	Description/Detail	Code Section
		Fire Extinguishers are present	158.07.16
		Fire alarm system, when required, is present and in good operating condition	158.07.17
		Class 1 liquids are not stored in building (ex: gasoline)	158.09.1D
		Smoke Detectors are Operational	158.07.17
		Smoke Detectors are located in required locations	158.07.17

Structural Items: The following inspection items deal with the overall safety of the building or structure

YES	NO	Description/Detail	Code Section
		Flooring supports are of sufficient size to support loads imposed	158.08.1A
		Flooring supports are not defective or deteriorated	158.08.1
		Walls and partitions are of sufficient size to carry imposed loads	158.08.1A

Ingress/Egress Items: The following inspection items deal with entrance and exiting issues

YES	NO	Description/Detail	Code Section
		All sleeping quarters have appropriate egress exits	158.07.9
		Living and sleeping space is in allowable areas	158.07.13B

Sanitation Items: The following inspection items deal with sanitation within the structure

YES	NO	Description/Detail	Code Section
		Bathroom facilities have working toilets, sinks and bathing facilities	158.08.16
		Kitchen area has a working sink and drain	158.07

		Structure has a working properly sized heating unit	158.07.11
		Structure has hot and cold water to all fixture units	158.07
		Structure is connected to proper sanitary sewer system	158.07.8

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *LAS*
DATE: February 6, 2020
SUBJECT: Fire Pumper Truck and Street Improvements –\$1,505,000 General Obligation Capital Loan Notes, Series 2020A

- Resolution approving electronic bidding procedures and Distribution of Preliminary Official Statement

Public hearings have been held for the \$1,505,000 General Obligation Capital Loan Notes, Series 20120A for a new fire pumper truck and street improvements completed as part of the Street Rehabilitation – 2019 Project. The next step before receiving interest rate bids is to approve the method to receive the bids and approve the distribution of the Preliminary Official Statement in connection with the offering of the Notes for sale. The attached resolution approves the following items:

- The methods to receive bids via sealed bid at City Hall, facsimile machine to PFM Financial Advisors and the Parity® Competitive Bidding System (electronic internet bidding) and
- The Preliminary Official Statement (attached) to be used in the offering of the Notes

PFM Financial Advisors LLC recommends we use the above bidding methods. Iowa Code requires Council make a finding that the recommended procedure will provide reasonable security and maintain the integrity of the competitive bidding process and facilitate the delivery of bids by interested parties under the circumstances of the particular sale.

The resolution also approves the Official Statement and authorizes its distribution. Careful review of the Preliminary Official Statement is important in the offering of the Notes. The U.S. Securities and Exchange Commission Rule 15c2-12 requires prospective purchasers of the Notes to obtain and review an official statement that has been “deemed final” by the City prior to submitting a bid to purchase the Notes. City staff has reviewed the enclosed Preliminary Official Statement and believe the facts and representations in the Preliminary Official Statement are true and correct to the best of our knowledge.

The bid opening is scheduled for 10AM on February 24, 2020.

If you have any questions, please feel free to stop by City Hall or call me.

RECOMMENDATION: Council consideration and approval of the resolution approving Electronic Bidding Procedures and Distribution of the Preliminary Official Statement.

February 10, 2020

The City Council of the City of Carroll, State of Iowa, met in _____ session,
in the Council Chambers, City Hall, 627 N. Adams Street, Carroll, Iowa, at _____
_____.M., on the above date. There were present Mayor _____, in the chair, and the
following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following resolution entitled "RESOLUTION APPROVING ELECTRONIC BIDDING PROCEDURES AND DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

**RESOLUTION APPROVING ELECTRONIC BIDDING
PROCEDURES AND DISTRIBUTION OF PRELIMINARY
OFFICIAL STATEMENT**

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused a Preliminary Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

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

Section 1. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 2. That the receipt of electronic bids by facsimile machine and through the PARITY® Competitive Bidding System described in the Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive

bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

PASSED AND APPROVED this 10th day of February, 2020.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF CARROLL

)

I, the undersigned City Clerk of the City of Carroll, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Carroll, State of Iowa

(SEAL)

PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY 10, 2020

New Issue

Rating requested from Moody's Investors Service

Assuming compliance with certain covenants, in the opinion of Ahlers & Cooney, P.C., Bond Counsel, under present law and assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Notes is excludable from gross income for federal income tax purposes. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Notes is NOT exempt from present State of Iowa income taxes. The Notes will be designated as "qualified tax-exempt obligations". See "TAX MATTERS" section herein for a more detailed discussion.

CITY OF CARROLL, IOWA

\$1,505,000* General Obligation Capital Loan Notes, Series 2020A

BIDS RECEIVED: Monday, February 24, 2020, 10:00 A.M., Central Time

AWARD: Monday, February 24, 2020, 5:15 P.M., Central Time

Dated: Dated Date (March 25, 2020)

Principal Due: June 1, as shown inside front cover

The \$1,505,000* General Obligation Capital Loan Notes, Series 2020A (the "Notes") are being issued pursuant to Division III of Chapter 384 of the Code of Iowa and a resolution authorizing issuance of the Notes to be adopted by the City Council of the City of Carroll, Iowa (the "City"). The Notes are being issued for essential corporate purposes, in order to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, including the acquisition and equipping of a fire truck. The purchaser of the Notes agrees to enter into a loan agreement (the "Loan Agreement") with the City pursuant to authority contained in Sections 384.24A and 384.25 of the Code of Iowa. The Notes are issued in evidence of the City's obligations under the Loan Agreement. The Notes are general obligations of the City, for which the City will pledge to levy ad valorem taxes against all taxable property within the City without limitation as to rate or amount.

The Notes will be issued as fully registered Notes without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Notes. Individual purchases may be made in book-entry form only, in the principal amount of \$5,000 and integral multiples thereof. Purchaser will not receive certificates representing their interest in the Notes purchased. Principal of the Notes, payable annually on each June 1, beginning June 1, 2020 and interest on the Notes, payable initially on June 1, 2020 and thereafter on each December 1 and June 1, will be paid to DTC by the City's Registrar/Paying Agent, UMB Bank, N.A., West Des Moines, Iowa (the "Registrar"). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Notes as described herein. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as the 15th day of the month preceding such interest payment date (the "Record Date"). *However, upon request of the successful bidder, the book-entry issuance provision described above for the Notes may be waived in favor of certificates that will be prepared and delivered at closing.*

NOTES WILL MATURE AS LISTED ON THE INSIDE FRONT COVER

MINIMUM BID:	\$1,493,712
GOOD FAITH DEPOSIT:	Required of Purchaser Only
TAX MATTERS:	Federal: Tax-Exempt State: Taxable See "TAX MATTERS" for more details.

The Notes are offered, subject to prior sale, withdrawal or modification, when, as and if issued subject to the legal opinions of Ahlers & Cooney, P.C., Bond Counsel, of Des Moines, Iowa, to be furnished upon delivery of the Notes. It is expected the Notes will be available for delivery on or about March 25, 2020. This Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date, and underwriter, together with any other information required by law, and shall constitute a final "Official Statement" of the City with respect to the Notes, as defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

* Preliminary; subject to change.

CITY OF CARROLL, IOWA

\$1,505,000* General Obligation Capital Loan Notes, Series 2020A

MATURITY: The Notes will mature June 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount*</u>
2020	\$220,000
2021	260,000
2022	120,000
2023	125,000
2024	125,000
2025	125,000
2026	130,000
2027	130,000
2028	135,000
2029	135,000

***PRINCIPAL**

ADJUSTMENT: Preliminary; subject to change. The aggregate principal amount of the Notes, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$1,560,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Notes is adjusted as described above. Any change in the principal amount of any maturity of the Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of note principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder

INTEREST: Interest on the Notes will be payable on June 1, 2020 and semiannually thereafter.

REDEMPTION: The Notes due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Notes to be redeemed at the address shown on the registration books.

COMPLIANCE WITH S.E.C. RULE 15c2-12

The Notes are subject to Section 240.15c2-12 of the Securities Exchange Act of 1934.

Preliminary Official Statement: This Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Notes to prospective bidders in the interest of receiving competitive bids in accordance with the “TERMS OF OFFERING” contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the final “Preliminary Official Statement.”

Review Period: This Preliminary Official Statement has been distributed to City staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to PFM Financial Advisors LLC (the “Municipal Advisor”) at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

Final Official Statement: Upon award of sale of the Notes, the legislative body will authorize the preparation of a final Official Statement that includes the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and other information required by law and the identity of the syndicate manager (the “Syndicate Manager”) and syndicate members. Copies of the final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

REPRESENTATIONS

No dealer, broker, salesman or other person has been authorized by the City, the Municipal Advisor or the underwriter to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriter. This Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Notes by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor or underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Preliminary Official Statement or the final Official Statement, nor any sale made thereafter shall, under any circumstances, create any implication there has been no change in the affairs of the City or in any other information contained herein, since the date hereof.

This Preliminary Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable.

Bond Counsel has not participated in the preparation of this Preliminary Official Statement and is not expressing any opinion as to the completeness or accuracy of the information contained therein.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the issue.

CITY OF CARROLL, IOWA

City Council

Dr. Eric Jensen	Mayor
Clay Haley	Council Member
Michael Kots	Council Member
Carolyn Siemann	Council Member
Misty Boes	Council Member
LaVern Dirkx	Council Member
Jerry Fleshner	Council Member

Administration

Mike Pogge-Weaver, City Manager
Laura Schaefer, City Clerk/Finance Director

City Attorney

David S. Bruner
Carroll, Iowa

Bond Counsel

Ahlers & Cooney, P.C.
Des Moines, Iowa

Municipal Advisor

PFM Financial Advisors LLC
Des Moines, Iowa

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TERMS OF OFFERING

CITY OF CARROLL, IOWA

Bids for the purchase of the City of Carroll, Iowa's (the "City") \$1,505,000* General Obligation Capital Loan Notes, Series 2020A (the "Notes") will be received on Monday, February 24, 2020 before 10:00 A.M. Central Time after which time they will be tabulated. The City's Council will consider award of the Notes at 5:15 P.M. Central Time, on the same day. Questions regarding the sale of the Notes should be directed to the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, or by telephoning 515-243-2600. Information can also be obtained from Ms. Laura Schaefer, City Clerk/Finance Director, City of Carroll, 627 N. Adams Street, Carroll, Iowa, 51401, or by telephoning 712-792-1000.

The following section sets forth the description of certain terms of the Notes as well as the "TERMS OF OFFERING" with which all bidders and bid proposals are required to comply, as follows:

DETAILS OF THE NOTES

GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A in the principal amount of \$1,505,000*, will be dated the date of delivery (anticipated to be March 25, 2020), in the denomination of \$5,000 or multiples thereof, and will mature on June 1 as follows:

<u>Year</u>	<u>Amount*</u>
2020	\$220,000
2021	260,000
2022	120,000
2023	125,000
2024	125,000
2025	125,000
2026	130,000
2027	130,000
2028	135,000
2029	135,000

ADJUSTMENT TO NOTE MATURITY AMOUNTS

The aggregate principal amount of the Notes, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$1,560,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Notes is adjusted as described above. Any change in the principal amount of any maturity of the Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of note principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

*Preliminary; subject to change.

TERM-NOTE OPTION

Bidders shall have the option of designating the Notes as serial notes or term notes, or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the OFFICIAL BID FORM for more information.) In any event, the above principal amount scheduled shall be represented by either serial note maturities or mandatory redemption requirements, or a combination of both.

INTEREST

Interest on the Notes will be payable on June 1, 2020 and semiannually on the 1st day of December and June thereafter. Interest and principal shall be paid to the registered holder of a note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION

The Notes due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Notes to be redeemed at the address shown on the registration books.

GOOD FAITH DEPOSIT

A good faith deposit in the amount of \$15,050 (the "Deposit") is required from the lowest bidder only. The lowest bidder is required to submit such Deposit payable to the order of the City, not later than 12:00 P.M. Central Time on the day of the sale of the Notes and in the form of either (i) a cashier's check provided to the City or its Municipal Advisor or (ii) a wire transfer as instructed by the City's Municipal Advisor. If not so received, the bid of the lowest bidder may be rejected and the City may direct the second lowest bidder to submit a deposit and thereafter may award the sale of the Notes to the same. No interest on a deposit will accrue to the successful bidder (the "Purchaser"). The Deposit will be applied to the purchase price of the Notes. In the event a Purchaser fails to honor its accepted bid proposal, any deposit will be retained by the City.

FORM OF BIDS AND AWARD

All bids shall be unconditional for the Notes for a price not less than \$1,493,712, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations set forth under the "BIDDING PARAMETERS" section. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORM provided by the City. The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" and "GOOD FAITH DEPOSIT" sections. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Notes, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest, which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the "TERMS OF OFFERING" and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Notes will be awarded by lot.

The City will reserve the right to: (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Notes, (ii) reject all bids without cause and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

BIDDING PARAMETERS

Each bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Notes to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the "TERMS OF OFFERING" and "OFFICIAL BID FORM" provided by the City or through PARITY[®] competitive bidding system (the "Internet Bid System"). Neither the City nor its agents shall be responsible for malfunction or mistake made by any person, or as a result of the use of the electronic bid or any other means used to deliver or complete a bid. The use of such means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the "TERMS OF OFFERING" and "OFFICIAL BID FORM". The time as maintained by the Internet Bid System shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Manager, City of Carroll, 627 N. Adams Street, Carroll, Iowa, 51401.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309. Electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling 212-849-5021.

Each bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its internet bid in a timely manner and in compliance with the requirements of the "TERMS OF OFFERING" and OFFICIAL BID FORM. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the Internet bidding and the Internet Bid System is not an agent of the City. Provisions of the "TERMS OF OFFERING" and "OFFICIAL BID FORM" shall control in the event of conflict with information provided by the Internet Bid System.

Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309 (facsimile number: 515-243-6994). Electronic facsimile bids will be sealed and treated as sealed bids.

Electronic facsimile bids received after the deadline will be rejected. Bidders electing to submit bids via facsimile transmission bear full responsibility for the transmission of such bid. Neither the City nor its agents shall be responsible for malfunction or mistake made by any person, or as a result of the use of the facsimile facilities or any other means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received. Neither the City nor its agents will assume liability for the inability of the bidder to reach the above named facsimile number prior to the time of sale specified above. Time of receipt shall be the time recorded by the facsimile operator receiving the bids.

BOOK-ENTRY-ONLY ISSUANCE

The Notes will be issued by means of a book-entry-only system with no physical distribution of obligation certificates made to the public. The Notes will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Notes maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Notes. Individual purchases of the Notes may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Notes. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser, as a condition of delivery of the Notes, will be required to deposit the obligation certificates with DTC.

However, upon request of the successful bidder, the book-entry issuance provision for the Notes may be waived in favor of certificates that will be prepared and delivered at closing.

MUNICIPAL BOND INSURANCE AT PURCHASER’S OPTION

If the Notes qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance of the Notes resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the City has requested and received a rating on the Notes from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser. Failure of the municipal bond insurer to issue the policy after the Notes have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery on the Notes. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser.

DELIVERY

In the instance where the successful bidder waives book-entry issuance provisions in favor of certificates, certain of the following provisions will not apply.

The Notes will be delivered to the Purchaser through DTC in New York, New York, against full payment in immediately available cash or federal funds. The Notes are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from the date of sale for any reason except failure of performance by the Purchaser, the Purchaser may withdraw their bid and thereafter their interest in and liability for the Notes will cease. When the Notes are ready for delivery, the City will give the Purchaser five working days’ notice of the delivery date and the City will expect payment in full on that date; otherwise, reserving the right at its option to determine that the Purchaser failed to comply with the offer of purchase.

NOTE REGISTRATION

In the instance where the successful bidder waives book-entry issuance provisions in favor of certificates, certain of the following provisions will not apply.

The Notes shall be fully registered as to principal and interest in the name of the owner on the registration books of the City’s Registrar/Paying Agent, Bankers Trust Company, Des Moines, Iowa (the “Registrar”), and after such registration, payment of the principal and interest thereof shall be made only to the registered owner, its legal representatives or assigns. It is anticipated that any successful bidder that waives book-entry issuance provisions in favor of the certificates will be acquiring the Notes for their own account and not with a view to resale or for other distribution thereof, and with no present intent to divide the Notes purchased nor to resell or otherwise dispose of all or any part of the Notes.

ESTABLISHMENT OF ISSUE PRICE

The Purchaser shall assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto in “EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES” to the “TERMS OF OFFERING”, with such modifications as may be appropriate or necessary in the reasonable judgment of the Purchaser, the City and Bond Counsel, will need to be signed by the Purchaser. All actions to be taken by the City under the “TERMS OF OFFERING” to establish the issue price of the Notes may be taken on behalf of the City by the Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the “competitive sale requirements”) because (i) the City shall disseminate this “TERMS OF OFFERING” to potential underwriters in a manner that is reasonably designed to reach potential underwriters, (ii) all bidders shall have an equal opportunity to bid, (iii) the City may receive bids from at least three underwriters of municipal notes who have established industry reputations for underwriting new issuances of municipal notes, and (iv) the City anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in the “TERMS OF OFFERING”.

Any bid submitted pursuant to the “TERMS OF OFFERING” shall be considered a firm offer for the purchase of the Notes, as specified in the bid.

In the event the competitive sale requirements are not satisfied for the Notes, the City shall so advise the Purchaser. The City may determine to treat (i) the first price at which 10% of a maturity of the Notes (the “10% test”) is sold to the public as the issue price of that maturity, and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Notes as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis. The Purchaser shall advise the City if any maturity of the Notes satisfies the 10% test as of the date and time of the award of the Notes. The City shall promptly advise the Purchaser, at or before the time of award of the Notes, which maturities of the Notes shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event the City determines to apply the hold-the-offering-price rule to any maturity of the Notes.

Prospective bidders should prepare their bids on the assumption that some or all of the maturities of each respective series of the Notes will be subject to the hold-the-offering-price rule in order to establish the issue price of the Notes.

By submitting a bid, the Purchaser shall (i) confirm the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the Purchaser, and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of (a) the close of the fifth (5th) business day after the sale date, or (b) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The Purchaser shall promptly advise the City when the underwriters have sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The City acknowledges that in making the representation set forth above, the Purchaser will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and

the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event, an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Notes.

By submitting a bid, each bidder confirms that (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the Purchaser that either the 10% test has been satisfied as to the Notes of that maturity or all Notes of that maturity have been sold to the public, and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser and as set forth in the related pricing wires; and (ii) any agreement among underwriters relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail distribution agreement to (a) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the Purchaser or such underwriter that either the 10% test has been satisfied as to the Notes of that maturity or all Notes of that maturity have been sold to the public, and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser or such underwriter and as set forth in the related pricing wires.

Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this “TERMS OF OFFERING”. Further, for purposes of this “TERMS OF OFFERING”, (i) “public” means any person other than an underwriter or a related party, (ii) “underwriter” means (a) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public, and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause “(a)” to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public); (iii) a Purchaser of any of the Notes is a “related party” to an underwriter if the underwriter and the Purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and (iv) “sale date” means the date that the Notes are awarded by the City to the Purchaser.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Notes. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and the identity of the underwriters, together with any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Notes, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, (the “Rule”). By awarding the Notes to any underwriter or underwriting syndicate submitting an “OFFICIAL BID FORM”, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior

managing underwriter of the syndicate to which each respective series of the Notes are awarded up to 20 copies of the final Official Statement to permit each “Participating Underwriter” (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate to which the Notes are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an “OFFICIAL BID FORM” with respect to the Notes agrees thereby that if its bid is accepted by the City, (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Notes for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Notes to provide annually certain financial information and operating data relating to the City (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City no later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2020, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the underwriter in complying with paragraph (b)(5) of the Rule.

During the past five years, to the best of its knowledge, the City has complied in all material respects with its previous continuing disclosure undertakings entered into under the Rule.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Notes or the Resolution for the Notes. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Notes in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Notes and their market price.

CUSIP NUMBERS

It is anticipated the Committee on Uniform Security Identification Procedures (“CUSIP”) numbers will be printed on the Notes and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Notes shall not be cause for the Purchaser to refuse to accept delivery of said Notes.

BY ORDER OF THE CITY COUNCIL

City of Carroll, Iowa

/s/ Laura Schaefer, City Clerk/Finance Director

SCHEDULE OF BOND YEARS

\$1,505,000*

CITY OF CARROLL, IOWA

General Obligation Capital Loan Notes, Series 2020A

Notes Dated: March 25, 2020
Interest Due: December 1, 2020 and each June 1 and December 1 to maturity
Principal Due: June 1, 2020-2029

<u>Year</u>	<u>Principal</u> *	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2020	\$220,000	40.33	40.33
2021	260,000	307.67	348.00
2022	120,000	262.00	610.00
2023	125,000	397.92	1,007.92
2024	125,000	522.92	1,530.83
2025	125,000	647.92	2,178.75
2026	130,000	803.83	2,982.58
2027	130,000	933.83	3,916.42
2028	135,000	1,104.75	5,021.17
2029	135,000	1,239.75	6,260.92

Average Maturity (dated date): 4.160 Years

*Preliminary; subject to change.

EXHIBIT 1

FORMS OF ISSUE PRICE CERTIFICATES

COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS

ISSUE PRICE CERTIFICATE

**\$_____ General Obligation Capital Loan Notes, Series 2020A
City of Carroll, Iowa**

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Notes").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Notes to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Notes used by Purchaser in formulating its bid to purchase the Notes. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Notes.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Notes.

2. Defined Terms.

a) *Issuer* means City of Carroll, Iowa.

b) *Maturity* means Bonds with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate Maturities.

c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Bonds is February 24, 2020.

e) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Bond Counsel in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

[UNDERWRITER]

By: _____

Name: _____

Dated: March 25, 2020

SCHEDULE A

EXPECTED OFFERING PRICES

**\$_____ General Obligation Capital Loan Notes, Series 2020A
City of Carroll, Iowa**

(Attached)

SCHEDULE B

COPY OF UNDERWRITER'S BID

**\$_____ General Obligation Capital Loan Notes, Series 2020A
City of Carroll, Iowa**

(Attached)

**COMPETITIVE SALES WITH FEWER THAN THREE BIDS FROM ESTABLISHED UNDERWRITERS
HOLD OFFERING PRICE**

ISSUE PRICE CERTIFICATE

**\$_____ General Obligation Capital Loan Notes, Series 2020A
City of Carroll, Iowa**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ("Purchaser") [the "Representative"] [on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

a) [Purchaser][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Notes is attached to this certificate as Schedule B.

b) As set forth in the Official Terms of Offering and bid award, [Purchaser][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Notes of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Notes during the Holding Period.

3. Defined Terms.

a) *General Rule Maturities* means those Maturities of the Notes listed in Schedule A hereto as the "General Rule Maturities."

b) *Hold-the-Offering-Price Maturities* means those Maturities of the Notes listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which [Purchaser][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

d) *Issuer* means City of Carroll, Iowa.

e) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is February 24, 2020.

h) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

i) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [the Purchaser][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Bond Counsel in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

[UNDERWRITER][REPRESENTATIVE]

By: _____
Name: _____

Dated: March 25, 2020

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

**\$_____ General Obligation Capital Loan Notes, Series 2020A
City of Carroll, Iowa**

(Attached)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

**\$_____ General Obligation Capital Loan Notes, Series 2020A
City of Carroll, Iowa**

(Attached)

**PRELIMINARY OFFICIAL STATEMENT
CITY OF CARROLL, IOWA**

\$1,505,000* General Obligation Capital Loan Notes, Series 2020A

INTRODUCTION

This Preliminary Official Statement contains information relating to the City of Carroll, Iowa (the “City”) and its issuance of \$1,505,000* General Obligation Capital Loan Notes, Series 2020A (the “Notes”). This Preliminary Official Statement has been executed on behalf of the City and may be distributed in connection with the sale of the Notes authorized therein. Inquiries may be made to the City’s Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, or by telephoning 515-243-2600. Information can also be obtained from Ms. Laura Schaefer, City Clerk/Finance Director, City of Carroll, 627 N. Adams Street, Carroll, Iowa, 51401, or by telephoning 712-792-1000.

AUTHORITY AND PURPOSE

The \$1,505,000* General Obligation Capital Loan Notes, Series 2020A are being issued pursuant to Division III of Chapter 384 of the Code of Iowa and a resolution authorizing issuance of the Notes to be adopted by the City Council of the City of Carroll, Iowa. The Notes are being issued for essential corporate purposes, in order to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, including the acquisition and equipping of a fire truck. The purchaser of the Notes agrees to enter into a loan agreement (the “Loan Agreement”) with the City pursuant to authority contained in Sections 384.24A and 384.25 of the Code of Iowa. The Notes are issued in evidence of the City’s obligations under the Loan Agreement. The Notes are general obligations of the City, for which the City will pledge to levy ad valorem taxes against all taxable property within the City without limitation as to rate or amount.

The estimated sources and uses of the Notes are as follows:

Source of Funds*

Par Amount of Notes	\$1,505,000.00
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Uses of Funds*

Deposit to Construction Account	\$1,450,000.00
Underwriter’s Discount	11,287.50
Cost of Issuance and Contingency	<u>43,712.50</u>
Total Uses	\$1,505,000.00

* Preliminary; subject to change.

INTEREST

Interest on the Notes will be payable on June 1, 2020 and semiannually on the 1st day of December and June thereafter. Interest and principal shall be paid to the registered holder of a note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date (the “Record Date”). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION

The Notes due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Notes to be redeemed at the address shown on the registration books.

PAYMENT OF AND SECURITY FOR THE NOTES

The Notes are general obligations of the City and the unlimited taxing powers of the City are irrevocably pledged for their payment. Upon issuance of the Notes, the City will levy taxes for the years and in amounts sufficient to provide 100% of annual principal and interest due on the Notes. If, however, the amount credited to the debt service fund for payment of the Notes is insufficient to pay principal and interest, whether from transfers or from original levies, the City must use funds in its treasury and is required to levy ad valorem taxes upon all taxable property in the City without limit as to rate or amount sufficient to pay the debt service deficiency.

Iowa Code section 76.2 provides that when an Iowa political subdivision issues general obligation notes, “the governing authority of these political subdivisions before issuing notes shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the notes within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the notes in full.”

Nothing in the Resolution for the Notes prohibits or limits the ability of the City to use legally available moneys other than the proceeds of the general ad valorem property taxes levied, as described in the preceding paragraph, to pay all or any portion of the principal of or interest on the Notes. If, and to the extent such other legally available moneys are used to pay the principal of or interest on the Notes, the City may, but shall not be required to (a) reduce the amount of taxes levied for such purpose, as described in the preceding paragraph; or (b) use proceeds of taxes levied, as described in the preceding paragraph, to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Notes.

The Resolution authorizing the Notes doesn’t restrict the City’s ability to issue or incur additional general obligation debt, although issuance of additional general obligation debt is subject to the same constitutional and statutory limitations that apply to the issuance of the Notes. For a further description of the City’s outstanding general obligation debt upon issuance of the Notes and the annual debt service on the Notes, see “DIRECT DEBT” under “CITY INDEBTEDNESS” included in “APPENDIX A” herein. For a description of certain constitutional and statutory limits on the issuance of general obligation debt, see “DEBT LIMIT” under “CITY INDEBTEDNESS” included in “APPENDIX A” herein.

BOOK-ENTRY-ONLY ISSUANCE

In the instance that the successful bidder waives book-entry issuance provisions in favor of certificates, the provisions included in this section shall not apply. See NOTE REGISTRATION for non-book-entry closing conditions.

The information contained in the following paragraphs of this subsection “Book-Entry-Only Issuance” has been extracted from a schedule prepared by Depository Trust Company (“DTC”) entitled “SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING DTC AND BOOK-ENTRY-ONLY ISSUANCE.” The information in this section concerning DTC and DTC’s book-entry-only system has been obtained from sources the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of

such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry-only transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has Standard & Poor's rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails

an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Tender/Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

NOTE REGISTRATION

In the instance where the successful bidder waives book-entry issuance provisions in favor of certificates, certain of the following provisions will not apply.

The Notes shall be fully registered as to principal and interest in the name of the owner on the registration books of the City's Registrar/Paying Agent, Bankers Trust Company, Des Moines, Iowa (the "Registrar"), and after such registration, payment of the principal and interest thereof shall be made only to the registered owner, its legal representatives or assigns. It is anticipated that any successful bidder that waives book-entry issuance provisions in favor of certificates will be acquiring the Notes for their own account and not with a view to resale or for other distribution thereof, and with no present intent to divide the Notes purchased nor to resell or otherwise dispose of all or any part of the Notes.

FUTURE FINANCING

The City does not anticipate any additional general obligation borrowing needs within 90 days of this Preliminary Official Statement.

LITIGATION

The City is not aware of any threatened or pending litigation that may have a material adverse effect on the validity of the Notes or the City's ability to meet its financial obligations.

DEBT PAYMENT HISTORY

The City knows of no instance in which it has defaulted in the payment of principal and interest on its debt.

LEGALITY

The Notes are subject to approval as to certain matters by Ahlers & Cooney, P.C. of Des Moines, Iowa as Bond Counsel. Bond Counsel has not participated in the preparation of this Preliminary Official Statement other than to review or prepare information describing the terms of the Notes and Iowa and Federal law pertinent to the validity of and the tax status of interest on the Notes, which can be found generally under the sections “AUTHORITY AND PURPOSE”, “OPTIONAL REDEMPTION”, “PAYMENT AND SECURITY FOR THE NOTES” and “TAX MATTERS”, herein. Additionally, Bond Counsel has provided its legal opinion and Continuing Disclosure Certificate, included in “APPENDIX B” and “APPENDIX D”, respectively, within this Preliminary Official Statement. Bond Counsel is not expressing any opinion as to the completeness or accuracy of the information contained in the Preliminary Official Statement. The “FORM OF LEGAL OPINION” as set out in “APPENDIX B” to this Preliminary Official Statement, will be delivered at closing.

The legal opinion, to be delivered concurrently with the delivery of the Notes, expresses the professional judgment of the attorneys rendering the opinion as to legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

There is no bond trustee or similar person to monitor or enforce the provisions of the Resolution for the Notes. The owners of the Notes should, therefore, be prepared to enforce such provisions themselves if the need to do so arises. In the event of a default in the payment of principal or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution for the Notes) may have to be enforced from year to year. The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property, but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Notes cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Notes. See “LEVIES AND TAX COLLECTIONS” included in “APPENDIX A” herein, for a description of property tax collection and enforcement.

In addition, the enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel’s opinion. The opinion will state, in part, that the obligation of the City with respect to the Notes may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights, heretofore or hereafter, enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases.

TAX MATTERS

Tax Exemptions and Related Considerations: Federal tax law contains a number of requirements and restrictions that apply to the Notes. These include investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and facilities financed with bond proceeds, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Notes to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Notes to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Notes.

Subject to the City’s compliance with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Notes is excludable from gross income for federal income tax purposes. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax.

Prospective purchasers of the Notes should be aware that ownership of the Notes may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax,

financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Notes should consult their tax advisors as to collateral federal income tax consequences.

Interest on the Notes is included in gross income for State of Iowa income tax purposes.

Ownership of the Notes may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Notes. The prospective purchaser of the Notes should consult their tax advisors regarding the applicability of any such state and local taxes.

Qualified Tax-Exempt Obligations: The City does not reasonably expect to issue any additional Tax Exempt Obligations in calendar year 2020, which must be taken into account, and intends to designate the Notes as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

Tax Accounting Treatment of Discount and Premium on Certain Notes: The initial public offering price of certain Notes (“Discount Notes”) may be less than the amount payable on such Discount Notes at maturity. An amount equal to the difference between the initial public offering price of Discount Notes (assuming that a substantial amount of the Notes of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Notes. Owners of Discount Notes should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Notes for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Notes. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Notes may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Notes (“Premium Notes”) may be greater than the amount of such Premium Notes at maturity. An amount equal to the difference between the initial public offering price of Premium Notes (assuming that a substantial amount of the Premium Notes of that maturity are sold to the public at such price) and the amount payable at maturity constitutes a premium to the initial purchaser of such Premium Notes. Purchasers of the Premium Notes should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Notes for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Notes.

Other Tax Advice: In addition to the income tax consequences described above, potential investors should consider the additional tax consequences of the acquisition, ownership, and disposition of the Notes. For instance, state income tax law may differ substantially from state to state, and the foregoing is not intended to describe any aspect of the income tax laws of any state. Therefore, potential investors should consult their own tax advisors with respect to federal tax issues and with respect to the various state tax consequences of an investment in Notes.

Audits: The Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Notes. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Notes until the audit is concluded, regardless of the ultimate outcome.

Withholdings: Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Notes, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any note owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Legislation: Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may be considered by the Iowa legislature. Judicial interpretation of state or federal laws, rules or regulations may also affect the tax treatment. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Notes will not have an adverse effect on the tax status of interest or other income on the Notes or the market value or marketability of the Notes. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Notes from gross income for federal or state income tax purposes for all or certain taxpayers.

Current and future legislative proposals, including some that carry retroactive effective dates, if enacted into law, or clarification of the Code may cause interest on the Notes to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Notes from realizing the full current benefit of the tax status of such interest. Recent proposals have been made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Notes. The introduction or enactment of any such legislative proposals or clarification of the Code may also affect, perhaps significantly, the market price for, or marketability of, the Notes. The prospective purchaser of the Notes should consult their own tax advisors regarding any pending or proposed tax legislation, as to which Bond Counsel expresses no opinion.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Notes, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Enforcement: Holders of the Notes shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Notes, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolutions for the Notes. There is no bond trustee or similar person to monitor or enforce the terms of the Resolutions for the Notes. In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolutions for the Notes) may have to be enforced from year to year. The enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel's opinions.

The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property, but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Notes cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Notes. In addition, the enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel's opinions. The opinions to be delivered concurrently with the delivery of the Notes will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and to the exercise of judicial discretion in appropriate cases.

No representation is made, and no assurance is given, that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolutions, including principal of and interest on the Notes.

The Opinion: The opinion expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Notes, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Bond Counsel's opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes,

regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel's opinions is not binding on the Service. Bond Counsel assumes no obligation to update its opinions after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

ALL POTENTIAL PURCHASERS OF THE NOTES SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE NOTES (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).

NOTEHOLDER'S RISKS

An investment in the Notes is subject to certain risks. No person should purchase the Notes unless such person understands the risks described below and is willing to bear those risks. There may be other risks not listed below which may adversely affect the value of the Notes. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Notes are an appropriate investment.

Secondary Market Not Established: There is no established secondary market for the Notes, and there is no assurance that a secondary market will develop for the purchase and sale of the Notes. Prices of municipal Notes traded in the secondary market, if any, are subject to adjustment upward and downward in response to changes in the credit markets and changes in the operating performance of the entities operating the facilities subject to bonded indebtedness. From time to time it may be necessary to suspend indefinitely secondary market trading in selected issues of municipal Notes as a result of the financial condition or market position, prevailing market conditions, lack of adequate current financial information about the entity, operating the subject facilities, or a material adverse change in the operations of that entity, whether or not the subject Notes are in default as to principal and interest payments, and other factors which, may give rise to uncertainty concerning prudent secondary market practices.

Municipal notes are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE NOTES, IF ANY, COULD BE LIMITED.

Ratings Loss: Moody's Investors Service ("Moody's") has assigned a rating of 'A' to the Notes. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance the ratings will continue for any given period of time, or that such ratings will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Notes.

Additional regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Notes.

Matters Relating to Enforceability: Holders of the Notes shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Notes, including but not limited to, the right to a proceeding in the law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the resolution for the Notes.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the resolution for the Notes. The opinion, to be delivered concurrently with the delivery of the Notes, will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principals of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the resolution for the Notes, including principal of and interest on the Notes.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words “estimate,” “forecast,” “intend,” “expect” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Notes.

Financial Condition of the City from Time to Time: No representation is made as to the future financial condition of the City. Certain risks discussed herein could adversely affect the financial condition and or operations of the City in future. However, the Notes are secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE NOTES” herein.

Redemption Prior to Maturity: In considering whether to make an investment in the Notes, it should be noted the Notes are subject to optional redemption, as outlined herein, without Noteholder discretion or consent. See “OPTIONAL REDEMPTION” herein.

Tax Matters and Loss of Tax Exemption: As discussed under the heading “TAX MATTERS” herein, the interest on the Notes could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Notes, as a result of acts or omissions of the City in violation of its covenants in the resolution for the Notes. Should such an event of taxability occur, the Notes would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Notes, and there is no provision for an adjustment of the interest rate on the Notes.

It is possible legislation will be proposed or introduced that could result in changes in the way that tax exemption is calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any pending or proposed federal income tax legislation. The likelihood of legislation being enacted cannot be reliably predicted.

It is also possible actions of the City after the closing of the Notes will alter the tax status of the Notes, and, in the extreme, remove the tax exempt status from the Series 2020A Notes. In that instance, the Notes are not subject to mandatory prepayment, and the interest rate on the Notes does not increase or otherwise reset. A determination of taxability on the Notes, after closing of the Notes, could materially adversely affect the value and marketability of the Notes.

Pending Federal Tax Legislation: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals pending in Congress that could, if enacted, alter or amend one or more of the federal (or state) tax matters described herein in certain respects or would adversely affect the market value of the Notes or otherwise prevent holders of the Notes from realizing the full benefit of the tax exemption of interest on the Notes. Further, such proposals may impact the marketability or market value of the Notes simply by being proposed. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Notes. In addition regulatory actions are from time to time announced or proposed and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Notes. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Notes would be impacted thereby.

Changes in Property Taxation: From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Such alterations could adversely affect the City’s financial condition. Historically, changes to property tax calculations and impositions are imposed on a prospective basis. However, there is no assurance future

changes to property taxation by the Iowa General Assembly will not be applied retroactively. It is impossible to predict the outcome of future property taxation changes by the Iowa General Assembly or resulting impacts on the City's financial condition. However, the Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

Cybersecurity: The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City's information systems could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant. Along with significant liability claims or regulatory penalties, any security breach could have a material adverse impact on the City's operations and financial condition.

The City cannot predict whether these control measures would be sufficient in the event of a cyber breach. However, the Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

Pensions: Pursuant to GASB 68, the City reported a liability of \$2,392,528 within its Independent Auditor's Reports as of June 30, 2019 for its proportionate share of the net pension liability related to IPERS, as defined herein. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan's net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2018, the City's collective proportion was 0.0378071% which was an increase of 0.001354% from its proportion measured as of June 30, 2017. See "EMPLOYEES AND PENSIONS" included in "APPENDIX A" to this Preliminary Official Statement for more summary information related to the City's contributions, and the City's June 30, 2019 Independent Auditor's Reports, included in "APPENDIX C" to this Preliminary Official Statement, for additional information related to the City's deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity. Changes to the City's pension contributions, or available sources to fund said contributions, may adversely affect the City's financial condition. However, the Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

Continuing Disclosure: A failure by the City to comply with continuing disclosure obligations (see "CONTINUING DISCLOSURE" herein) will not constitute an event of default on the Notes. Any such failure must be disclosed in accordance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), and may adversely affect the transferability and liquidity of the Notes and their market price.

Bankruptcy: The rights and remedies available to holders of the Notes may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Notes and the Resolution for the Notes, including the opinions of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Notes could be prohibited from taking any steps to enforce their rights under the Resolution for the Notes. In the event the City fails to comply with its covenants under the Resolution for the Notes or fails to make payments on the Notes, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Notes.

Suitability of Investment: The interest rate borne by the Notes is intended to compensate the investor for assuming the risk of investing in the Notes. Each prospective investor should carefully examine this Preliminary Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Notes are an appropriate investment for such investor.

Tax Levy Procedures: The Notes are general obligations of the City, payable from and secured by a continuing ad valorem tax levied against all of the property valuation within the City. As part of the budgetary process each fiscal year, the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the City. A failure on the part of the City to make a timely levy request or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service of the Notes for a particular fiscal year may cause noteholders to experience delay in the receipt of distributions of principal of and/or interest on the Notes.

In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolution for the Notes) may have to be enforced from year to year.

Federal Funds Orders and State Funds Legislation: Various federal executive orders, and Iowa Code Chapter 27A (collectively “ICE Enforcement Initiatives”), impose requirements intended to ensure compliance with the federal immigration detention processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. The loss of state and/or federal funds in any significant amount would negatively impact the City’s overall financial position and could affect its rating. However, the Notes are secured by a debt service levy upon real property in the jurisdictional limits of the City, and are not secured by state or federal funds. See “PAYMENT OF AND SECURITY FOR THE NOTES” herein.

DTC-Beneficial Owners: Beneficial Owners of the Notes may experience some delay in the receipt of distributions of principal of and interest on the Notes since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of the Participants which will, thereafter, credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the Registrar will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Notes can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Notes to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Notes, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “Book-Entry-Only System.”

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Notes. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the Appendices hereto to make a judgment as to whether the Notes are an appropriate investment.

RATING

The City has requested a rating on the Notes from Moody’s. The existing rating on long-term debt reflects only the view of the rating agency and any explanation of the significance of such rating may only be obtained from Moody’s. There is no assurance that such ratings will continue for any period of time or that they will not be revised or withdrawn. Any revision or withdrawal of the rating may have an effect on the market price of the Notes.

MUNICIPAL ADVISOR

The City has retained PFM Financial Advisors LLC, Des Moines, Iowa as Municipal Advisor (the “Municipal Advisor”) in connection with the preparation of the issuance of the Notes. In preparing the Preliminary Official Statement, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken, an independent verification of the accuracy, completeness, or fairness of the information contained in the Preliminary Official Statement. PFM Financial Advisors LLC is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Notes to provide annually certain financial information and operating data relating to the City (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City no later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2020, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the underwriter in complying with paragraph (b)(5) of the Rule.

During the past five years, to the best of its knowledge, the City has complied in all material respects with its previous continuing disclosure undertakings entered into under the Rule.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Notes or the Resolution for the Notes. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Notes in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Notes and their market price.

CERTIFICATION

The City has authorized the distribution of this Preliminary Official Statement for use in connection with the initial sale of the Notes. I have reviewed the information contained within the Preliminary Official Statement prepared on behalf of the City by PFM Financial Advisors LLC, Des Moines, Iowa, and to the best of my knowledge, information and belief, said Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading regarding the issuance of \$1,505,000* General Obligation Capital Loan Notes, Series 2020A.

CITY OF CARROLL, IOWA
/s/ Laura Schaefer, City Clerk/Finance Director

*Preliminary; subject to change.

APPENDIX A

GENERAL INFORMATION ABOUT THE CITY OF CARROLL, IOWA

The \$1,505,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A (the “Notes”) are general obligations of the City of Carroll, Iowa (the “City”) for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Notes.*

* Preliminary; subject to change.

CITY PROPERTY VALUES

IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2018 final Actual Values were adjusted by the Carroll County auditor. The reduced values, determined after the application of rollback percentages, are the Taxable Values subject to tax levy. For assessment year 2018, the taxable value rollback rate was 56.9180% of actual value for residential property; 56.1324% of actual value for agricultural property; 75% of the actual value for multiresidential property; and 90% of actual value for commercial, industrial and railroad property. No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

PROPERTY VALUATIONS (1/1/2018 Valuations for Taxes Payable July 1, 2019 through June 30, 2020)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$587,815,929	\$334,160,266
Commercial	155,897,833	136,277,387
Industrial	13,711,690	12,328,908
Multiresidential	37,139,674	27,600,890
Railroad	2,556,573	2,300,916
Utilities	<u>1,801,693</u>	<u>1,801,693</u>
Gross valuation	\$798,923,392	\$514,470,060
Less military exemption	<u>(870,440)</u>	<u>(870,440)</u>
Net valuation	\$798,052,952	\$513,599,620
TIF increment (used to compute debt service levies and constitutional debt limit)	\$42,396,434 ¹⁾	\$42,396,434 ¹⁾
Taxed separately		
Ag. Land	\$796,045	\$433,845
Ag. Buildings	\$19,110	\$10,727
Utilities – Gas & Electric	\$19,192,014	\$9,813,784

1) Excludes \$29,615 of TIF Increment Ag land valuation.

2018 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY ¹⁾

	<u>Gross Taxable Valuation</u>	<u>Percent Total</u>
Residential	\$334,160,266	63.74%
Multiresidential	27,600,890	5.26%
Commercial, Industrial and Utility	150,407,988	28.69%
Railroad	2,300,916	0.44%
Gas & Electric Utilities	<u>9,813,784</u>	<u>1.87%</u>
Total Gross Taxable Valuation	\$524,283,844	100.00%

1) Gross Taxable Valuation includes all Utilities, but excludes Taxable TIF Increment, Ag. Land, Ag. Buildings

TREND OF VALUATIONS

<u>Assessment Year</u>	<u>Payable Fiscal Year</u>	<u>100% Actual Valuation</u>	<u>Taxable Valuation (With Rollback)</u>	<u>Taxable TIF Increment</u>
2015	2016-17	\$775,612,596	\$473,025,129	\$34,289,006
2016	2017-18	781,063,284	481,091,110	34,405,309
2017	2018-19	846,719,429	510,228,751	40,066,716
2018	2019-20	860,486,170	523,413,404	42,396,434
2019 ¹⁾	2020-21	893,736,425	525,219,743	48,109,373

1) The City's January 1, 2019 valuations are now available from the State of Iowa and will become effective July 1, 2020.

The 100% Actual Valuation, before rollback and after the reduction of military exemption, include Ag. Land, Ag. Buildings, Taxable TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of military exemption, includes Gas & Electric Utilities and excludes Ag. Land, Ag. Buildings and Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding the Taxable TIF Increment and debt service levies are certified against Taxable Valuation including the Taxable TIF Increment.

LARGER TAXPAYERS

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Carroll County Auditor's Office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas provider noted below (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's mill levy is applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer ¹⁾</u>	<u>Valuation Category</u>	<u>1/1/2018 Taxable Valuation ²⁾</u>
Farner-Bocken Building Co. LLC	Commercial	\$16,413,615
MidAmerican Energy Company	Utilities	8,599,639
Wal-Mart	Commercial	8,416,800
Clinic Building Company (McFarland Clinic)	Commercial	7,345,521
Trigen (Pella Corporation)	Industrial	6,402,105
Badding Construction Company	Commercial	4,163,775
Citicentre Station LLC	Commercial	3,749,175
Carroll County State Bank	Commercial	3,737,916
Fifth Generation Investments LLC	Commercial	3,386,925
American Home Shield Corp.	Commercial	3,331,071

1) This list represents some of the larger taxpayers in the City, not necessarily the 10 largest taxpayers.

2) The 1/1/2018 Taxable Valuation listed represents only those valuations associated with the title holder and may not necessarily represent the entire taxable valuation.

Source: Carroll County Auditor's office.

PROPERTY TAX LEGISLATION

From time to time, legislative proposals are pending in Congress and the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described herein. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for taxes levied by the City or have an adverse impact on the future tax collections of the City. Purchasers of the Notes should consult their tax advisors regarding any pending or proposed federal or state tax legislation. The opinions expressed by Bond Counsel are based upon existing legislation as of the date of issuance and delivery of the Notes and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending federal or state tax legislation.

During the 2019 legislative session, the Iowa General Assembly enacted Senate File 634 (the “2019 Act”). This bill modifies the process for hearing and approval of the total maximum property tax dollars under certain levies in the City's budget. The bill also includes a provision that will require the affirmative vote of 2/3 of the City Council when the maximum property tax dollars under these levies exceed an amount determined under a prescribed formula. The 2019 Act does not change the process for hearing and approval of the Debt Service Levy pledged for repayment of the Notes. It is too early to evaluate the affect the 2019 Act will have on the overall financial position of the City or its ability to fund essential services.

During the 2013 legislative session, the Iowa General Assembly enacted Senate File 295 (the “2013 Act”). Among other things, the Act (i) reduced the maximum annual taxable value growth percent, due to revaluation of existing residential and agricultural property to 3%, (ii) assigned a “rollback” (the percentage of a property’s value that is subject to tax) to commercial, industrial and railroad property of 90%, (iii) created a new property tax classification for multi-residential properties (apartments, nursing homes, assisted living facilities and certain other rental property) and assigned a declining rollback percentage to such properties for each year until the residential rollback percentage is reached in the 2022 assessment year, after which the rollback percentage for such properties will be equal to the residential rollback percentage each assessment year, and (iv) exempted a specified portion of the assessed value of telecommunication properties.

The 2013 Act includes a standing appropriation to replace some of the tax revenues lost by local governments, including tax increment districts, resulting from the new rollback for commercial and industrial property. The appropriation does not replace losses to local governments resulting from the 2013 Act’s provisions that reduce the annual revaluation growth limit for residential and agricultural properties to 3%, the gradual transition for multi-residential properties from the residential rollback percentage (currently 53% of market value), or the reduction in the percentage of telecommunications property that is subject to taxation.

The City has not attempted to quantify the financial impact of the 2013 Act’s provisions on the City’s future operations.

Notwithstanding any decrease in property tax revenues that may result from the 2013 Act or the 2019 Act, Iowa Code section 76.2 provides that when an Iowa political subdivision issues Notes, “[t]he governing authority of these political subdivisions before issuing Notes shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the notes within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the notes in full.”

From time to time, other legislative proposals may be considered by the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described in this Preliminary Official Statement. It cannot be predicted whether or in what forms any of such proposals may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for the levy of taxes by the City.

CITY INDEBTEDNESS

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2018 actual valuation currently applicable to the Fiscal Year 2019-20, is as follows:

2018 Actual Valuation of Property	\$860,486,170
Legal Debt Limit of 5%	<u>0.05</u>
Legal Debt Limit	\$43,024,309
Less: G.O. Debt Subject to Debt Limit	<u>(8,180,000)*</u>
Net Debt Limit	\$34,844,309*

DIRECT DEBT

General Obligation Debt Paid by Property Taxes & Tax Increment (Includes the Notes)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 3/25/20</u>
4/15A	\$1,770,000	Refunding (Series 2008 Bonds)	6/23	\$1,095,000
11/16B	2,290,000	Corporate Purposes	6/24	1,420,000
11/18A	4,475,000	Corporate Purposes	6/33	4,160,000
3/20A	1,505,000*	Corporate Purposes	6/29	<u>1,505,000*</u>
Subtotal				\$8,180,000*

General Obligation Debt Paid By Taxes & Tax Increment (Includes the Notes)

<u>Fiscal Year</u>	<u>Current Outstanding</u>		<u>Notes</u>		<u>Total Outstanding</u>	
	<u>Principal</u>	Principal and <u>Interest</u>	<u>Principal*</u>	Principal and <u>Interest*</u>	<u>Principal*</u>	Principal and <u>Interest*</u>
2019-20	\$930,000	\$1,018,430 ¹⁾	\$220,000	\$224,693	\$1,150,000	\$1,243,123 ¹⁾
2020-21	945,000	1,102,193	260,000	282,186	1,205,000	1,384,379
2021-22	985,000	1,121,035	120,000	138,026	1,105,000	1,259,061
2022-23	795,000	908,075	125,000	141,082	920,000	1,049,157
2023-24	530,000	626,008	125,000	139,032	655,000	765,040
2024-25	240,000	323,415	125,000	136,969	365,000	460,384
2025-26	250,000	325,375	130,000	139,882	380,000	465,257
2026-27	260,000	327,000	130,000	137,633	390,000	464,633
2027-28	265,000	323,290	135,000	140,306	400,000	463,596
2028-29	275,000	324,413	<u>135,000</u>	137,741	410,000	462,154
2029-30	285,000	325,200			285,000	325,200
2030-31	295,000	325,653			295,000	325,653
2031-32	305,000	325,770			305,000	325,770
2032-33	<u>315,000</u>	325,553			<u>315,000</u>	325,553
Total	\$6,675,000		\$1,505,000*		\$8,180,000*	

1) Excludes the December 1, 2019 interest payments in the amount of \$88,430.

* Preliminary; subject to change.

OTHER DEBT

The City has revenue debt payable from the net revenues of the Municipal Sewer Utility as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 3/25/20</u>
12/03	\$8,000,000	Sewer Improvements	6/25	\$2,913,000
6/04	2,998,000	Sewer Improvements	6/25	<u>1,102,000</u>
Subtotal				\$4,015,000

INDIRECT GENERAL OBLIGATION DEBT

	<u>1/1/2018 Taxable Valuation</u> ¹⁾	<u>Taxable Valuation within the City</u> ²⁾	<u>Percent In City</u>	<u>G.O. Debt</u> ³⁾	<u>City's Proportionate Share</u>
Carroll County	\$1,527,907,626	\$566,284,025	37.06%	\$8,950,000	\$3,316,870
Carroll Community School District	1,056,718,283	266,284,025	53.59%	4,790,000	2,566,961
Des Moines Area Community College	50,504,396,751	566,284,025	1.12%	118,730,000	<u>1,329,776</u>
City share of total overlapping debt					\$7,213,607

1) Taxable Valuations include Ag Land, Ag Buildings, all Utilities and Taxable TIF Increment.

2) Includes Taxable Ag Increment in the amount of \$29,615.

3) Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates. Estimated as of January 13, 2020.

DEBT RATIOS

	<u>G.O. Debt</u>	<u>Debt/Actual Market Value (\$860,486,170)</u> ¹⁾	<u>Debt/10,103 Population</u> ²⁾
Total General Obligation Debt	\$8,180,000*	0.95%	\$809.66*
City's share of overlapping debt	\$7,213,607	0.84%	\$714.01

1) Based on 1/1/2018 Actual Market Value; includes Ag Land, Ag Buildings, all Utilities and TIF Increment.

2) Based on the City's 2010 U.S. Census.

* Preliminary; subject to change.

LEVIES AND TAX COLLECTIONS

<u>Fiscal Year</u>	<u>Levy</u>	<u>Collected During Collection Year</u>	<u>Percent Collected</u>
2015-16	\$5,459,222	\$5,459,936	100.01%
2016-17	5,521,865	5,525,440	100.06%
2017-18	5,625,090	5,629,060	100.07%
2018-19	5,793,929	5,784,782	99.84%
2019-20	6,136,716	-----In Process of Collection-----	

Collections include delinquent taxes from all prior years. Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

Source: Carroll County

TAX RATES

	<u>FY 2015-16</u>	<u>FY 2016-17</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>
	<u>\$/ \$1,000</u>	<u>\$/ \$1,000</u>	<u>\$/ \$1,000</u>	<u>\$/ \$1,000</u>	<u>\$/ \$1,000</u>
Carroll County	3.83104	3.82983	3.79932	3.50996	4.21939
City of Carroll	11.58236	11.57672	11.59800	11.28383	11.59794
Carroll Community School District	8.79146	9.08368	10.36579	9.78810	9.78915
Des Moines Area Community College	0.67574	0.72334	0.67458	0.69468	0.65249
Agricultural Extension	0.17525	0.17801	0.17897	0.17458	0.17339
Assessor	0.32409	0.33907	0.28430	0.29865	0.28862
State of Iowa	<u>0.00330</u>	<u>0.00330</u>	<u>0.00310</u>	<u>0.00290</u>	<u>0.00280</u>
Total Tax Rate City Resident	25.38324	25.73395	26.90406	25.75270	26.72378

LEVY LIMITS

A city's general fund tax levy is limited to \$8.10 per \$1,000 of taxable value, with provision for an additional \$0.27 per \$1,000 levy for an emergency fund which can be used for general fund purposes (Code of Iowa, Chapter 384, Division I). Cities may exceed the \$8.10 limitation upon authorization by a special levy election. Further, there are limited special purpose levies, which may be certified outside of the above-described levy limits (Code of Iowa, Section 384.12). The amount of the City's general fund levy subject to the \$8.10 limitation is \$8.10 for FY 2019-20. In addition, the City has certified special purpose levies outside of the above described levy limits for liability, property and self-insurance costs and employee benefits. Currently, the City does not levy for an emergency fund. Debt service levies are not limited.

FUNDS ON HAND (CASH AND INVESTMENTS AS OF NOVEMBER 30, 2019)

General Fund	\$3,949,802.67
Special Revenue	5,101,083.28
Debt Service	521,094.97
Capital Projects	3,833,924.64
Permanent	557,754.45
Water Utility	3,412,262.13
Sewer Utility	5,319,021.61
Storm Water Utility	1,137,947.79
Medical Internal Service Fund	<u>902,788.82</u>
Total Cash and Investments	\$24,735,680.36

THE CITY

CITY GOVERNMENT

The City was organized as a municipality in April 1869. The City operates under a Mayor-Council form of government consisting of a six member City Council, of which the Mayor is not a voting member, except in the case of a tie. The City Manager is responsible for the daily operations of the City. The City Manager is appointed by the Council and serves at its discretion. The City Clerk/Finance Director is responsible for the financial affairs of the City.

EMPLOYEES AND PENSIONS

Iowa Public Employees Retirement System (“IPERS”): The City has 64 full-time and 88 part-time employees (including seasonal employees). Of the City’s 152 employees, 15 are police officers. All full-time employees, excluding the police officers are enrolled in the IPERS pension plan administered by the State of Iowa. The City contributes to IPERS, which is a cost-sharing multiple-employer, contributory defined benefit public employee retirement system administered by IPERS. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than 1 percentage point, based upon the actuarially required contribution rate. The City’s contributions to IPERS for the years shown below equal the required contributions for each year.

	<u>FY 2016-17</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>
IPERS City Contribution	\$242,817	\$254,700	\$277,872

The IPERS Comprehensive Annual Financial Report is available on the IPERS website, <https://www.ipers.org/financial-and-investment>, or by contacting IPERS at 7401 Register Drive P.O. Box 9117, Des Moines, IA 50321. However, the information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other internet sites accessed through the IPERS website.

Pursuant to Governmental Accounting Standards Board (“GASB”) Statement No. 68, the City reported a liability of \$2,392,528 within its Independent Auditor’s Report as of June 30, 2019 for its proportionate share of the net pension liability. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan’s net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all IPERS participating employers. As of June 30, 2018, the City’s collective proportion was 0.0378071% which was an increase of 0.001354% from its proportion measured as of June 30, 2017.

The City cannot predict the levels of funding that will be required in the future as any IPERS unfunded pension benefit obligation could be reflected in future years in higher contribution rates. The investment of moneys, assumptions underlying the same and the administration of IPERS is not subject to the direction of the City. Thus, it is not possible to predict, control or prepare for future unfunded accrued actuarial liabilities of IPERS (“UAALs”). The UAAL is the difference between total actuarially accrued liabilities and actuarially calculated assets available for the payment of such benefits. The UAAL is based on assumptions as to retirement age, mortality, projected salary increases attributed to inflation, across-the-board raises and merit raises, adjustments, cost-of-living adjustments, valuation of current assets, investment return and other matters. Such UAAL could be substantial in the future, requiring significantly increased contributions from the City which could affect other budgetary matters.

For additional information on the City’s Pension Plan, including information related to deferred outflows and inflows of resources related to pensions, expenses, actuarial assumption, discount rate and discount rate sensitivities, refer to Note 4 – “PENSION PLAN”, beginning on page 35 of the City’s June 30, 2019 Independent Auditor’s Reports included as “APPENDIX C” of this Official Statement.

Municipal Fire and Police Retirement System of Iowa (“MFPRSI”): The City contributes to MFPRSI, which is a cost-sharing multiple-employer defined benefit pension plan. MFPRSI provides retirement, disability, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statute, and vest after four years of credited service.

MFPRSI plan members are required to contribute a percentage of their annual covered salary, and the City is required to contribute at an actuarially determined rate of annual covered payroll. The contribution requirements of plan members and the City are established, and may be amended by state statute. The City contributed the required amount to MFPRSI for each year as follows:

	<u>FY 2016-17</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>
MFPRSI City Contribution	\$222,948	\$219,896	\$219,756

The Reports outline the assumptions made in the above valuations. The MFPRSI Independent Auditors Report is available on the MFPRSI website, <http://www.mfprsi.org/about-mfprsi/publications/>, or by contacting MFPRSI at 7155 Lake Drive, Suite 201, West Des Moines, IA 50266.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from MFPRSI discussed above or included on the MFPRSI websites, including, but not limited to, updates of such information on the State Auditor’s website or links to other Internet sites accessed through the MFPRSI websites.

Pursuant to GASB Statement No. 68, the City reported a liability of \$1,754,071 within its Independent Auditor’s Report as of June 30, 2019 for its proportionate share of the net pension liability. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan’s net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. As of June 30, 2018, the City’s collective proportion was 0.294602% which was a decrease of 0.009096% from its proportion measured as of June 30, 2017.

For additional information on the City’s Pension Plan, including information related to deferred outflows and inflows of resources related to pensions, expenses, actuarial assumption, discount rate and discount rate sensitivities, refer to Note 4 – “PENSION PLAN”, beginning on page 35 of the City’s June 30, 2019 Independent Auditor’s Reports included as “APPENDIX C” of this Official Statement.

OTHER POST-EMPLOYMENT BENEFITS

The City partially self-funds a single-employer retiree benefit plan which provides medical/prescription drug benefits for employees, spouses and dependents and retirees. There are 54 active and 2 retired members in the plan. Participants must be age 55 or older at retirement.

The medical/prescription drug coverage is provided through a fully-insured plan with Wellmark. The City self-funds the co-payments, deductibles and out-of-pocket maximums to a lower amount. Retirees under age 65 pay the same premium for the medical/prescription drug benefit as active employees, which results in an implicit subsidy and an Other Post-Employment Benefits (the “OPEB”) liability.

The contribution requirements of plan members are established by union contracts for union employees and by Council for non-union employees. The City currently finances the benefit plan on a pay-as-you-go basis. Currently, employees pay, on a pre-tax basis, 20% of the cost of the premium equal to the cost of electing continuing coverage under COBRA. For fiscal year 2019, the employees contributed \$1,198.32 for single coverage and \$2,634.48 for family coverage. For the year ended June 30, 2019, the City contributed \$471,833.22 and the plan members eligible for benefits contributed \$131,824.58 to the plan.

If an employee certifies that he/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 single health insurance coverage.

For additional information regarding the City's Other Post-Employment Benefits, refer to Note 5 beginning on page 42 of the City's June 30, 2019 Independent Auditor's Report contained as APPENDIX C of this Official Statement.

UNIONS

The City currently has negotiated contracts with the following unions shown in the table below.

<u>Union</u>	<u>Contract Expiration Date</u>	<u>Negotiated Annual Wage Increase</u>
Teamsters Local 238 (Police)	June 30, 2023	7/1/18 – 2.50% 7/1/19 – 7/1/22 – 3.0% each year
Teamsters Local 238 (Public Works)	June 30, 2023	7/1/18 – 2.5% 7/1/19 – 7/1/22 – 3.0% each year

INSURANCE

The City's insurance coverage is as follows:

<u>Type of Insurance</u>	<u>Occurrence/Aggregate Limit</u>
General Liability	
Third Party Legal Liability	\$5,000,000
Wrongful Acts	\$5,000,000/\$1,000 deductible
Pesticide or Herbicide Applicator Coverage	\$5,000,000
Fire Dept. Pollution Liability	\$500,000
Employee Benefits Liability	\$1,000,000/\$1,000 deductible
Sewer Back-up	\$1,000,000 occurrence/\$1,000,000 aggregate
Law Enforcement Liability	
Governmental Law Enforcement Liability	\$5,000,000/\$2,000 deductible
Auto Coverage	
Government Auto Liability	\$5,000,000
Uninsured/Underinsured Motorists	\$40,000
Comprehensive deductibles	\$200
Automobile Coverage Extension Included	\$600
Property	
Blanket Buildings & Contents	\$80,153,362/\$5,000 deductible
Glass coverage included	
Earthquake coverage	\$10,176,500/2% deductible
Inland Marine	
Contractor's Equipment/Scheduled Property Floater	\$2,237,924/\$2,500 deductible
Computer Coverage	\$627,441/\$2,500 deductible
Blanket Boiler	Covered as part of Blanket Buildings and Contents
Workmen's Comp.	
Limits	\$5,000,000 each occurrence \$5,000,000 limit \$5,000,000 each employee
Payroll	\$4,197,081
Bond	
Public Employees Blanket Bond	\$10,000
Position Bond	\$40,000
Airport Liability	\$5,000,000 limit

GENERAL INFORMATION

LOCATION AND TRANSPORTATION

The City, with a 2010 U.S. Census population of 10,103 is located 60 miles west of the City of Ames, Iowa. The City is the county seat of Carroll County and covers an area of 5.6 square miles. Highways serving the area include State Highways No. 30 and 71. The City owns a municipal airport, including land and buildings. The City contracts for the operation and management of the airport.

LARGER EMPLOYERS

<u>Employer</u>	<u>Type of Business</u>	<u>Approximate Number of Employees</u> ¹⁾
Core-Mark Midcontinent, Inc. DBA Farner Bocken	Wholesale Merchandise Distributor	630
St. Anthony Regional Hospital	Healthcare Facility	556
Pella Corporation (Carroll)	Manufacturer of Windows and Doors	494
American Home Shield	Home Warranty Contracts	407
Carroll Community School District	Public School System	267
New Hope Village	Agency Serving Adults with Disabilities	256
The Graphic Edge	Custom Screen-Printing and Embroidery	230
Hy-Vee	Grocery Sales	161
Wal-Mart	Discount Retailer	156
Smithfield Foods	Pork Processing Plant	146
Kuemper Catholic Schools	Private School System	137
Collins Aerospace	Aerospace Producer	125
Carroll County	County Government	118
New Opportunities, Inc.	Social Services/Human Services	97
City of Carroll	City Government	85
McFarland Clinic PC	Healthcare Facility-Clinic	75
Carroll Coolers, Inc.	Mfg. Walk-in Coolers/Freezers	70

1) Includes the number of full time equivalent employees and does not include part time or seasonal employees.

Source: The City.

BUILDING PERMITS

City officials report the following construction activity as of December 31, 2019. Permits for the City are reported on a calendar year basis.

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Single Family Homes</u>					
Number of New Homes	11	17	18	19	7
Valuation	\$2,765,000	\$5,781,217	\$5,811,322	\$5,651,159	\$2,273,000
<u>Single Family Homes:</u>					
<u>Additions and Alterations</u>					
Number of permits issued	50	30	38	34	47
Valuation	\$1,525,734	\$854,917	\$1,217,782	\$1,078,862	\$1,771,120
<u>Multiple Family Dwellings</u>					
Number of new buildings	1	0	2	0	0
Valuation	\$300,000	\$0	\$1,600,000	\$0	\$0
<u>Commercial/Industrial/Other</u>					
Number of new buildings	8	6	8	8	7
Valuation	\$2,134,000	\$4,256,000	\$17,624,820	\$2,658,000	\$12,730,030
<u>Commercial/Industrial/Other</u>					
<u>Additions & Alterations</u>					
Number of permits issued	17	7	13	16	17
Valuation	<u>\$11,201,637</u>	<u>\$1,464,645</u>	<u>\$2,763,835</u>	<u>\$5,832,700</u>	<u>\$13,184,860</u>
Total Permits	87	60	79	77	78
Total Valuations	\$17,926,371	\$12,356,779	\$29,017,759	\$15,220,721	\$29,959,010

U.S. CENSUS DATA

Population Trend

1980 U.S. Census	9,705
1990 U.S. Census	9,579
2000 U.S. Census	10,106
2010 U.S. Census	10,103

Source: U.S. Census Bureau.

UNEMPLOYMENT RATES

		<u>Carroll County</u>	<u>State of Iowa</u>
Annual Averages	2015	2.6%	3.8%
	2016	2.5%	3.6%
	2017	2.3%	3.1%
	2018	1.9%	2.5%
	2019 (through Nov.)	1.8%	2.5%

Source: Iowa Workforce Development website.

EDUCATION

Public education is provided by the Carroll Community School District, with a 2019 certified enrollment for the 2020-21 school year of 1,701.0. The district with approximately 350 employees owns and operates two elementary school buildings, one middle school, one senior high school and one alternative school. Education service is also provided by Kuemper Catholic Grade School and Kuemper High School, with enrollment of approximately 1,076¹⁾.

Des Moines Area Community College has a campus located in the City with an average enrollment of 950 students. The college offers courses to fulfill requirements for the first two years of a baccalaureate degree as well as providing vocational and technical programs.

- 1) Certified enrollment as of October 2018. Non-public school 2019 certified enrollment information was not available as of the date of this Official Statement.

FINANCIAL SERVICES

Financial services for residents of the City are provided by Availa Bank, Iowa Savings Bank and Commercial Savings Bank, and branch offices of Bank of the West, United Bank of Iowa and Westside State Bank. Availa Bank, Iowa Savings Bank and Commercial Savings Bank report the following deposits as of June 30 for each year:

<u>Year</u>	<u>Availa Bank</u> ¹⁾	<u>Iowa Savings Bank</u>	<u>Commercial Savings Bank</u>
2015	\$438,934,000	\$162,431,000	\$129,935,000
2016	453,512,000	167,098,000	135,117,000
2017	555,168,000	173,290,000	134,497,000
2018	579,199,000	172,039,000	150,033,000
2019	878,169,000	174,206,000	156,537,000

- 1) Formerly Carroll County State Bank, effective February 2017.

Source: Federal Deposit Insurance Corporation Website.

FINANCIAL STATEMENTS

The City's INDEPENDENT AUDITOR'S REPORTS for the Fiscal Year ended June 30, 2019 is reproduced as "APPENDIX C". The City's certified public accountant has not consented to distribution of the audited financial statements and has not undertaken added review of their presentation. Further information regarding financial performance and copies of the City's prior Independent Auditor's Reports may be obtained from the City's Municipal Advisor, PFM Financial Advisors LLC.

APPENDIX B

FORM OF LEGAL OPINION

APPENDIX C

JUNE 30, 2019 INDEPENDENT AUDITOR'S REPORTS

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL BID FORM

To: City Council of
Carroll, Iowa

Sale Date: February 24, 2020
10:00 A.M. Central Time

RE: \$1,505,000* General Obligation Capital Loan Notes, Series 2020A (the "Notes")

This bid is a firm offer for the purchase of the Notes identified in the "TERMS OF OFFERING" and on the terms set forth in this bid form, and is not subject to any conditions, except as permitted by the "TERMS OF OFFERING". By submitting this bid, we confirm we have an established industry reputation for underwriting new issuance of municipal notes.

For all or none of the above Notes, in accordance with the "TERMS OF OFFERING", we will pay you \$ _____ (not less than \$1,493,712) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

<u>Coupon</u>	<u>Maturity</u>	<u>Coupon</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Reoffering</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Reoffering</u>
_____	2020	_____	_____	2024	_____	_____	2027	_____
_____	2021	_____	_____	2025	_____	_____	2028	_____
_____	2022	_____	_____	2026	_____	_____	2029	_____
_____	2023	_____						

* Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Notes and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$1,560,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Notes is adjusted as described above. Any change in the principal amount of any maturity of the Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of Note principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

We hereby designate that the following Notes to be aggregated into term notes maturing on June, 1 of the following years and in the following amounts (leave blank if no term notes are specified):

<u>Years Aggregated</u>	<u>Maturity Year</u>	<u>Aggregate Amount</u>
_____ through _____	_____	_____
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the "TERMS OF OFFERING" published in the Preliminary Official Statement dated February 10, 2020. In the event of failure to deliver the Notes in accordance with the "TERMS OF OFFERING" as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

REGISTRATION PREFERENCE: _____ DTC Book-Entry Issuance
_____ Certificates (Non-Book Entry)

NET INTEREST COST: \$ _____

TRUE INTEREST COST: _____ % (Dated date March 25, 2020)

Account Manager: _____ By: _____

Account Members: _____

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Carroll, Iowa this 24th day of February, 2020.

Attest: _____

By: _____

Title: _____

Title: _____

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: February 6, 2020
SUBJECT: Bond Counsel Engagement Agreement

For many years the City has engaged Ahlers & Cooney, P.C. ("Ahlers") as bond counsel for the issuance of bonds, notes or other obligations. Currently, the City works with Kristin Cooper for these services.

Ahlers has requested the City to formalize this relationship with a written engagement agreement that specifically outlines what services are/are not provided for a debt issuance.

This engagement is not specific to one particular debt issuance but would remain in effect until necessary to change it. This engagement agreement is being requested to be in place by Ahler's insurance carrier.

RECOMMENDATION: Council discussion and approval of the resolution accepting the Bond Counsel Engagement Agreement with Ahlers & Cooney, P.C. for the issuance of bonds, notes and other obligations.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A BOND COUNSEL ENGAGEMENT AGREEMENT
WITH AHLERS & COONEY, P.C.

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, a Bond Counsel Engagement Agreement is attached as Exhibit A.

WHEREAS, it is determined that the approval of the attached Bond Counsel Engagement Agreement with Ahlers & Cooney, P.C. 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 Bond Counsel Engagement Agreement with Ahlers & Cooney, P.C. is accepted.

Passed and approved by the Carroll City Council this 10th day of February, 2020

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Ahlers & Cooney, P.C.

Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Kristin B. Cooper

515.246.0330

kcooper@ahlerslaw.com

February 4, 2020

Mayor and City Council
C/O Laura Schaefer
City Clerk/Finance Director
City of Carroll
112 E. 5th Street
Carroll, Iowa 51401

RE: Bond Counsel Engagement Agreement

Dear Mayor and Council:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the City of Carroll, Iowa (the "Issuer") in connection with the issuance of bonds, notes, or other obligations ("Bonds"). We understand the Issuer currently retains, and expects to continue to obtain the advice of, a Municipal Advisor properly registered with the MSRB in connection with the issuance of its Bonds. Please notify us should your intentions to rely on a Municipal Advisor to advise the Issuer on financial matters change. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, the undersigned will be primarily responsible for the bond counsel services described herein.

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal and state of Iowa, if applicable, income tax purposes.

- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, including election proceedings, if necessary, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Review or prepare those sections of the official statement, private placement memorandum or other form of offering or disclosure document (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, the Bond Opinion and the Issuer's Continuing Disclosure Certificate, if applicable.
- (5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (6) Prepare the notice of sale relating to the competitive sale of Bonds.
- (7) Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
- (8) File an appropriate Form 8038 with the IRS after Closing.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties under this engagement are limited to those expressly set forth above. This Engagement Agreement (and any fee estimate provided for a series of Bonds hereunder) do not include the following services, or any other matter not required to render our Bond Opinion:

- (a) Except as described in paragraph (4) above, assisting in the preparation or review of the Offering Documents with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the

statements contained therein, in light of the circumstances under which they were made, not misleading.

- (b) Preparing requests for tax rulings from the Internal Revenue Service, or “no action” letters from the Securities and Exchange Commission.
- (c) Drafting state constitutional or legislative amendments.
- (d) Pursuing test cases or other litigation, such as contested validation proceedings.
- (e) Except as described in paragraph (7) above, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds, or after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, including monitoring Issuer’s continued compliance with the undertaking.
- (f) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written Engagement Agreement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(k) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Acting as an underwriter, or otherwise marketing the Bonds.
- (i) Acting in a financial advisory role.
- (j) Preparing blue sky or investment surveys with respect to the Bonds.
- (k) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement and upon notification that bond counsel services are requested of us hereunder, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of each series of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests. We further assume that all parties understand that in we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this Agreement; the Issuer’s

execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Engagement Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and, if requested by the Issuer, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Bond Fees:

We will charge a flat fee for services rendered under this Agreement for each series of Bonds for which we give a Bond Opinion based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. We will communicate our anticipated fee to the Issuer's finance team, including your Municipal Advisor, as applicable, for purposes of sizing each new Bond issue. It is anticipated that our fee will be capitalized in the Bond issue unless you direct otherwise. It is understood that the City Finance Director is delegated authority to approve our fees. If, at any time, we believe that circumstances require an

adjustment of our original fee estimate, we will advise you as soon as possible. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we advised the City of our fee estimate; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above but we will do so in the event that circumstances require.

In addition to our Bond fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$500 (per issue). We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing for each Bond issue. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion). My current hourly rate is \$265. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$210, and work by legal assistants will be billed at \$120. The hourly rates reflected herein are as of 1/1/2020 and are subject to our periodic review and adjustment – typically annually.

RECORDS

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic

communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

[This space intentionally left blank – approval to follow]

February 4, 2020

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Please carefully review the terms and conditions of this Agreement. If the above correctly reflects our mutual understanding please obtain necessary approvals, execute, date and return to me an executed copy of this letter. Please retain also an original for the Issuer's file.

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

Ahlers & Cooney, P.C.



Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb

Accepted by:

City of Carroll, Iowa*

By _____ Date: _____

*Approved by action of the governing body on _____, 2020.

01676578-1\10275-071

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Brad Burke, Chief of Police

DATE: February 4, 2020

SUBJECT: Police Vehicle Purchase

On January 17, 2020, a 2017 Ford Police Interceptor Utility Carroll Police vehicle was involved in a motor vehicle accident. The accident was deemed to be the fault of the other party involved and was investigated by the Iowa State Patrol. The patrol vehicle was deemed a total loss by the insurance carrier of the other party involved. Through the process of working through the insurance carrier EMC, they have agreed to pay \$17,131 for the loss of the vehicle and pay for the removal and installation of the equipment in the vehicles. We are also working on getting final approval for the purchase of equipment which is not able to be transferred from the old vehicle to a new one.

Due to the need to quickly order a vehicle, quotes were solicited from two local vendors that have historically provided bids for the purchase of police vehicles. Those are listed below.

Utility Vehicle	Wittrock Motors	Champion
2020 Ford Interceptor Util.		
Hybrid		\$37,999
Ecoboost		\$38,704
3.3L V6		\$34,848
2020 Dodge Durango		
V8 HEMI	\$31,493	

After speaking with the vendor who does our install of the police equipment, they have asked that we stick with the Ford Interceptor Utility as they have not installed on the Dodge Durango. Also, the Durango currently has a center console shift which creates some issues with the installation of our equipment.

RECOMMENDATION: Council consideration of the quotes with waiver of City of Carroll Purchasing Policy #501 and approval to purchase one (1), 2020 Ford Police Interceptor Utility 3.3L V6 vehicle as specified, for \$34,848 from Champion Ford.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager *WSPW*

DATE: February 6, 2020

SUBJECT: Carroll Public Library/Carroll City Hall
Change Order No. 9

During construction at the Library site, there were a number of unexpected items that were discovered that needed to be addressed. The items are detailed in the attached, proposed Change Order No. 9 and summarized as follows:

Transfer Ducts at Storage Rooms - RFI 34	\$141.00
Police Station Front Doors	\$15,764.00
Framing and Drywall to Deck	\$3,148.00
Cabinet Locks @ Maker Space Cabinets	\$471.00
Ceramic Tile @ Police Entry	\$4,275.00
Replace Sink	\$98.00
Card Access at 104A Credit	(\$448.00)
Atrium Lighting	\$6,561.00
 Total Change Order No. 9	 \$30,010.00

These changes are only for the Library portion of the project. There are a few remaining items for the Library that are still outstanding that will be part of a future change order.

The proposed Change Order No. 9 adds no working days for the City Hall and 5 working days for the Library portion of the project. The completion date of City Hall remains November 1, 2019 and the completion date for the Library is now January 31, 2020 at this time.

The effect of the proposed Change Order No. 9 on the Contract is as follows:

	<u>Cost</u>	<u>City Hall Completion Date</u>	<u>Library Completion Date</u>
Original Contract	\$ 4,526,100.00	August 2, 2019	October 25, 2019
Change Order No. 1 (Approved)	\$ 29,087.00	9 days	0 days
Contract with Change Order #1	\$ 4,555,187.00	August 11, 2019	October 25, 2019
Change Order No. 2 (Approved)	\$ 56,451.00	8 days	11 days
Contract with Change Order #2	\$ 4,611,638.00	August 21, 2019	November 11, 2019
Change Order No. 3 (Approved)	\$ 86,606.00	21 days	25 days
Contract with Change Order #3	\$ 4,698,244.00	September 20, 2019	December 17, 2019
Change Order No. 4 (Approved)	\$ 38,363.00	11 days	4 days
Contract with Change Order #4	\$ 4,736,607.00	October 1, 2019	December 19, 2019
Change Order No. 5 (Approved)	\$ 17,800.00	2 days	8 days
Contract with Change Order #5	\$ 4,754,407.00	October 3, 2019	January 2, 2020
Change Order No. 6 (Approved)	\$ 63,267.00	No days	16 days
Contract with Change Order #6	\$ 4,817,674.00	October 3, 2019	January 24, 2020
Change Order No. 7 (Approved)	\$ 61,622.00	20 days	No days
Contract with Change Order #7	\$ 4,879,296.00	November 1, 2019	January 24, 2020
Change Order No. 8 (Approved)	\$ 8,043.00	No days	No days
Contract with Change Order #8	\$ 4,887,339.00	November 1, 2019	January 24, 2020
Change Order No. 9 (Proposed)	\$ 30,010.00	No days	5 days
Contract with Change Order #9	\$ 4,917,349.00	November 1, 2019	January 31, 2020

The budget for the Carroll Public Library/Carroll City Hall included a planned construction contingency of \$362,088.00. After approval of the eighth change order, \$849.00 of the planned construction contingency remains. If the ninth change order is approved, the planned construction contingency will have been exceeded by \$29,161.00. With cost savings in other parts of the overall project budget the project is expected to remain under the overall project budget of \$6.8 million.

RECOMMENDATION: Mayor and City Council consideration and approval of Change Order No. 9 to the Carroll Public Library/Carroll City Hall project in the amount of \$30,010.00.

**AIA®****Document G701™ – 2017****Change Order****PROJECT: (Name and address)**Carroll Library/City Hall
627 North Adams
Carroll, IA 51401**CONTRACT INFORMATION:**Contract For: General Construction
Date: January 12, 2018**CHANGE ORDER INFORMATION:**Change Order Number: 009
Date: February 6, 2020**OWNER: (Name and address)**City of Carroll, Iowa
112 E 12th Street
Carroll, IA 51401**ARCHITECT: (Name and address)**OPN Architects, Inc.
100 Court Ave, Suite 100
Des Moines, IA 50309**CONTRACTOR: (Name and address)**Badding Construction
814 W 9th Street
Carroll, IA 51401**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

CR #71 (Transfer Ducts at Storage Rooms - RFI 34) PL	Add \$141.00
CR #74r (Police Station Front Doors) PL	Add \$15,764.00
CR #77 (Framing and Drywall to Deck) PL	Add \$3,148.00
CR #79 (Cabinet Locks @ Maker Space Cabinets) PL	Add \$471.00
CR #83 (Ceramic Tile @ Police Entry) PL	Add \$4,275.00
CR #86 (Replace Sink) PL	Add \$98.00
CR #87 (Card Access at 104A Credit) PL	Deduct (\$448.00)
CR #88 (Atrium Lighting) PL	Add \$6,561.00

The original Contract Sum was	\$ 4,526,100.00
The net change by previously authorized Change Orders	\$ 361,239.00
The Contract Sum prior to this Change Order was	\$ 4,887,339.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 30,010.00
The new Contract Sum including this Change Order will be	\$ 4,917,349.00

The Contract Time will be increased by *See Below* (*) days.

The new date of Substantial Completion will be *See Below*

***Carroll City Hall**

Original Completion Date: August 2, 2019

Change Order 1 - Increase nine (9) days to August 11, 2019 (Executed and Approved)

Change Order 2 - Increase eight (8) days to August 21, 2019 (Executed and Approved)

Change Order 3 - Increase twenty-one (21) days to September 20, 2019 (Executed and Approved)

Change Order 4 - Increase eleven (11) working days to October 1, 2019 (Executed and Approved)

Change Order 5 - Increase two (2) working days to October 3, 2019 (Executed and Approved)

Change Order 6 - No Change (Executed and Approved)

Change Order 7 - Increase twenty (20) working days to November 1, 2019 (Executed and Approved)

Change Order 8 - No Change (Executed and Approved)

Change Order 9 - No Change

***Carroll Public Library**

Original Completion Date: October 25, 2019

Change Order 2 - Increase eleven (11) days to November 11, 2019 (Executed and Approved)

Change Order 3 - Increase twenty-five (25) working days to December 17, 2019 (Executed and Approved)

Change Order 4 - Increase four (4) working days to December 19, 2019 (Executed and Approved)

Change Order 5 - Increase eight (8) working days to January 2, 2020 (Executed and Approved)

Change Order 6 - Increase sixteen (16) working days to January 24, 2020 (Executed and Approved)

Change Order 7 - No Change (Executed and Approved)

Change Order 9 - Increase (5) working days to January 31, 2020

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

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

<u>OPN Architects, Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>Badding Construction</u> CONTRACTOR <i>(Firm name)</i>	<u>City of Carroll, Iowa</u> OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
<u>Joe Feldmann - Project Architect</u> PRINTED NAME AND TITLE	<u>Tony Badding - Project Manager</u> PRINTED NAME AND TITLE	<u>Dr. Eric Jensen - Mayor</u> PRINTED NAME AND TITLE
DATE	DATE	DATE