

# 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:** March 9, 2020

**TIME OF MEETING:** 5:15 P.M.

**LOCATION OF MEETING:** City Hall Council Chambers

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

## AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
  - A. Approval of Minutes of the February 24 Meeting
  - B. Approval of Bills and Claims
  - C. Licenses and Permits:
    1. Renewal of Class "B" Beer Permit (includes Wine Coolers) with Sunday Sales – *Godfathers Pizza*
    2. Renewal of Class "C" Beer Permit – *Carroll Can Redemption*
    3. Renewal of Class "E" Liquor License with Class "B" Wine Permit (Carryout Wine – Includes Native Wine) and Class "C" Beer Permit (Carryout Beer) and Sunday Sales - *Casey's General Store #3082*
    4. Renewal Class "C" Liquor License with Sunday Sales – *Carroll Moose Lodge #273*
    5. Renewal Class "C" Liquor License with Brew Pub, Outdoor Service and Sunday Sales – *Carroll Brewing Co.*
  - D. Firefighter Resignation and Appointment
  - E. Sale of Surplus City Property
- IV. Oral Requests and Communications from the Audience
- V. Proclamation – 2020 Census
- VI. Ordinances
  - A. Rolling Hills South Condominiums
    1. Acceptance of Public Improvements
    2. Street Grade Ordinance

VII. Resolutions

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

1. Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement
2. Resolution Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance, and Levying a Tax to Pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate

VIII. Reports

- A. Harley-Davidson of Carroll – Largest Women’s Motorcycle Group Ride World Record Attempt
- B. Report of Proposal Openings – Parks & Cemetery Trucks - 2020

IX. Committee Reports

X. Comments from the Mayor

XI. Comments from the City Council

XII. Comments from the City Manager

XIII. Rental Housing Code Work Session

XIV. Adjourn

March/April Meetings:

Airport Commission – March 9, 2020 – Airport Terminal Building - 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

Board of Adjustment – April 6, 2020 – City Hall – 627 N Adams Street

Planning and Zoning Commission – April 8, 2020 – City Hall - 627 N Adams Street

City Council – April 13, 2020 – City Hall – 627 N Adams Street

Airport Commission – April 13, 2020 – Airport Terminal Building - 21177 Quail Avenue

Library Board of Trustees – April 20, 2020 – Carroll Public Library – 118 E 5<sup>th</sup> Street

City Council – April 27, 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

FEBRUARY 24, 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 (arrived at 5:55 p.m.), LaVern Dirx, Jerry Fleshner, Clay Haley, Mike Kots and Carolyn Siemann. Absent: None. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

\* \* \* \* \*

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

\* \* \* \* \*

It was moved by Haley, seconded by Kots, to approve the following items on the consent agenda: a) minutes of the February 10, 2020, Council meeting, as written; b) bills and claims in the amount of \$510,751.52. c) New Class “C” Liquor License (8 Month) with Outdoor Service and Sunday Sales – *Golf Services, LLC* and Renewal of Class “E” Liquor License with Class “B” Wine Permit (includes Carryout Wine and Native Wine) and Class “C” Beer Permit (includes Carryout Beer) and Sunday Sales – *Wal-Mart Supercenter #1787*; d) acceptance of the resignations of Volunteer Firefighters Dick Henrich and Mike Bach and approval of Baron Brinkman and Josh Sample as members of the Carroll Volunteer Fire Department; and e) Change Order No. 3 to the Wastewater Treatment Plant Disinfection Improvements Contract in the amount of \$1,383.80. The effect of the proposed Change Order No. 3 on the contract is as follows:

Original Contract Cost	\$967,530.00
Change Order No. 1	23,839.60
Change Order No. 2	4,170.00
Proposed Change Order No. 3	<u>1,383.80</u>
Contract Cost with Change Orders	<u>\$996,923.40</u>

On roll call, all present voted aye. Absent: Boes. Motion carried.

\* \* \* \* \*

There were no oral requests or communications from the audience.

\* \* \* \* \*

An ordinance amending provisions pertaining to Chapter 7, Fiscal Management, by amending the Section 7.05 to read “The annual operating budget of the City shall be prepared in accordance with Iowa Code 384” was introduced by Council Member Haley.

It was moved by Haley, seconded by Kots, to approve the first reading and waive the second and third readings of said ordinance. On roll call, all present voted aye. Absent: Boes. Motion carried.

It was moved by Kots, seconded by Haley, to adopt said Ordinance No. 2004. On roll call, all present voted aye. Absent: Boes. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Dirkx, to accept the receipt of bids and approve Resolution No. 20-09, Directing Sale of \$1,505,000\* (Subject to Adjustment per Terms of Offering) General Obligation Capital Loan Notes, Series 2020A to BNYMellon Capital Markets of Pittsburgh, Pennsylvania, for a fire pumper truck and street improvements completed as part of the Street Rehab – 2019 Project. Susanne Gerlach, Director at PFM Financial Advisors, LLC, presented the bid opening information. On roll call, all present voted aye. Absent: Boes. Motion carried.

\* \* \* \* \*

At 5:29 p.m. Mayor Jensen opened a public hearing on the FY 2020/2021 Maximum Property Tax Dollars. Mayor Jensen closed said hearing at 5:31 p.m.

It was moved by Haley, seconded by Fleshner, to approve Resolution No. 20-10, FY 2020/2021 Maximum Property Tax Dollars. On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Haley, seconded by Fleshner, to approve Resolution No. 20-11, Cleaning Services Contract with Bewitched Cleaning to clean City Hall for \$1,700/month. On roll call, all present voted aye. Absent: Boes. Motion carried.

It was moved by Kots, seconded by Haley, to approve Resolution No. 20-12, Cleaning Services Contract with Cleaning Solutions, Inc. to clean the Police Department for \$624/month. On roll call, all present voted aye. Absent: Boes. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Haley, to approve Resolution No. 20-13, Accepting the Professional Services Agreement in the amount of \$23,500.00 with Shive-Hattery, Inc. for the Graham Park Creek Improvements Project – 2020. On roll call, all present voted aye. Absent: Boes. Motion carried.

\* \* \* \* \*

Council Member Boes arrived at 5:55 p.m.

\* \* \* \* \*

It was moved by Fleshner, seconded by Kots, to approve Resolution No. 20-14, Supporting Excel Development Group's Low-Income Housing Tax Credit Program Application to the Iowa Finance Authority, as revised. Chris Lenz, Excel Development Group, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Fleshner, to approve Resolution No. 20-15, New Policy No. 0107.2 – Affirmative Fair Housing Policy. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Fleshner, to accept the report from the Downtown Carroll Business District Public Restroom Committee. Bob Fasbender, Carroll Rotary President and Carroll Business District Public Restroom Committee Member, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Dirxx, to approve the proposed FY 2020/2021 budget which includes setting March 23, 2020 as the date for a public hearing for the proposed FY 2020/2021 budget and directs the City Clerk to publish said public hearing notice. 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 6:32 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

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Eric P. Jensen, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk

ACCOUNTS PAYABLE  
 OPEN ITEM REPORT  
 SUMMARY

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020
PARTIALLY ITEMS DATES:	2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020
UNPAID ITEMS DATES :		2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	124.99	0.00	000000	0/00/00	124.99
		** TOTALS **	124.99	0.00			124.99
01-001704	ACCO	CHEMICAL SUPPLIES	178.15	0.00	000000	0/00/00	178.15
		** TOTALS **	178.15	0.00			178.15
01-001621	ACE HARDWARE	SUPPLIES	55.96	0.00	000000	0/00/00	55.96
01-001621	ACE HARDWARE	SUPPLIES	9.99	0.00	000000	0/00/00	9.99
01-001621	ACE HARDWARE	SUPPLIES	0.60	0.00	000000	0/00/00	0.60
01-001621	ACE HARDWARE	SUPPLIES	90.95	0.00	000000	0/00/00	90.95
01-001621	ACE HARDWARE	SUPPLIES	49.97	0.00	000000	0/00/00	49.97
01-001621	ACE HARDWARE	REPAIR PARTS	34.99	0.00	000000	0/00/00	34.99
01-001621	ACE HARDWARE	GARAGE DOOR REPAIRS	7.33	0.00	000000	0/00/00	7.33
01-001621	ACE HARDWARE	REPAIR PARTS	16.99	0.00	000000	0/00/00	16.99
01-001621	ACE HARDWARE	SUPPLIES	4.99	0.00	000000	0/00/00	4.99
01-001621	ACE HARDWARE	SUPPLIES	9.99	0.00	000000	0/00/00	9.99
01-001621	ACE HARDWARE	SUPPLIES	8.58	0.00	000000	0/00/00	8.58
01-001621	ACE HARDWARE	GARBAGE DISPOSAL	79.99	0.00	000000	0/00/00	79.99
01-001621	ACE HARDWARE	MAINT. SUPPLIES	28.98	0.00	000000	0/00/00	28.98
01-001621	ACE HARDWARE	SUPPLIES	7.99	0.00	000000	0/00/00	7.99
		** TOTALS **	407.30	0.00			407.30
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGE	109.95	0.00	000000	0/00/00	109.95
		** TOTALS **	109.95	0.00			109.95
01-002816	ALL PRO DOOR COMPANY	GARAGE DOOR REPAIRS	75.00	0.00	000000	0/00/00	75.00
01-002816	ALL PRO DOOR COMPANY	GARAGE DOOR REPAIRS	81.00	0.00	000000	0/00/00	81.00
		** TOTALS **	156.00	0.00			156.00
01-002370	ARNOLD MOTOR SUPPLY	SWEEPER WINDSHIELD REPAIRS	17.99	0.00	000000	0/00/00	17.99
		** TOTALS **	17.99	0.00			17.99
01-002550	AWWA REGION IV	AWWA WORKSHOP - KLUVER	45.00	45.00-	117282	3/05/20	0.00
		** TOTALS **	45.00	45.00-			0.00
01-003050	AXON ENTERPRISES INC.	HOLSTER	78.00	0.00	000000	0/00/00	78.00
		** TOTALS **	78.00	0.00			78.00
01-002805	BADDING CONSTRUCTION CO.	MARCH LIBRARY LEASE	4,725.00	4,725.00-	117283	3/05/20	0.00
01-002805	BADDING CONSTRUCTION CO.	LIBRARY REMODEL #16	84,134.02	0.00	000000	0/00/00	84,134.02
		** TOTALS **	88,859.02	4,725.00-			84,134.02
01-001943	BAUER BUILT TIRE CENTER	SUPPLIES	132.64	0.00	000000	0/00/00	132.64
01-001943	BAUER BUILT TIRE CENTER	TIRE REPAIR #31	20.00	0.00	000000	0/00/00	20.00

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UNPAID ITEMS DATES :		2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
** TOTALS **			152.64	0.00			152.64
01-003515	BOMGAARS	BOLTS	2.59	0.00	000000	0/00/00	2.59
01-003515	BOMGAARS	SUPPLIES	21.23	0.00	000000	0/00/00	21.23
01-003515	BOMGAARS	SUPPLIES	15.99	0.00	000000	0/00/00	15.99
01-003515	BOMGAARS	SUPPLIES	6.93	0.00	000000	0/00/00	6.93
01-003515	BOMGAARS	SUPPLIES	39.97	0.00	000000	0/00/00	39.97
** TOTALS **			86.71	0.00			86.71
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,496.53	2,496.53-	117286	3/05/20	0.00
** TOTALS **			2,496.53	2,496.53-			0.00
01-003670	BRIGGS INC OF OMAHA	SUPPLIES	524.02	524.02-	117287	3/05/20	0.00
01-003670	BRIGGS INC OF OMAHA	DRAIN REPAIRS	209.40	0.00	000000	0/00/00	209.40
** TOTALS **			733.42	524.02-			209.40
01-003693	BRUNER & BRUNER	GENERAL WORK	202.50	0.00	000000	0/00/00	202.50
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	1,620.00	0.00	000000	0/00/00	1,620.00
01-003693	BRUNER & BRUNER	LIBRARY	121.50	0.00	000000	0/00/00	121.50
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	202.50	0.00	000000	0/00/00	202.50
** TOTALS **			2,146.50	0.00			2,146.50
01-003140	CANINE TACTICAL	K9 TRAINING	150.00	0.00	000000	0/00/00	150.00
** TOTALS **			150.00	0.00			150.00
01-004138	CAPITAL SANITARY SUPPLY	HAND SOAP	61.10	0.00	000000	0/00/00	61.10
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	89.75	0.00	000000	0/00/00	89.75
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	291.50	0.00	000000	0/00/00	291.50
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	55.00	0.00	000000	0/00/00	55.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	55.00	0.00	000000	0/00/00	55.00
** TOTALS **			552.35	0.00			552.35
01-003536	CARGILL INCORPORATED	DEICER SALT	4,413.44	0.00	000000	0/00/00	4,413.44
01-003536	CARGILL INCORPORATED	DEICER SALT	2,192.78	0.00	000000	0/00/00	2,192.78
01-003536	CARGILL INCORPORATED	DEICER SALT	2,234.18	0.00	000000	0/00/00	2,234.18
01-003536	CARGILL INCORPORATED	DEICER SALT	2,103.21	0.00	000000	0/00/00	2,103.21
01-003536	CARGILL INCORPORATED	DEICER SALT	2,201.23	0.00	000000	0/00/00	2,201.23
** TOTALS **			13,144.84	0.00			13,144.84
01-004123	CARROLL AREA DEVELOPMENT	FY 20 1/2 FUNDING REQUEST	37,750.00	0.00	000000	0/00/00	37,750.00
** TOTALS **			37,750.00	0.00			37,750.00
01-003531	CARROLL AREA SWIM TEAM	SWIM PROGRAM AD	10.00	0.00	000000	0/00/00	10.00
** TOTALS **			10.00	0.00			10.00

A C C O U N T S P A Y A B L E  
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 S U M M A R Y

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UNPAID ITEMS DATES :		2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-000747	CARROLL AUTO SUPPLY	OIL FILTER UNIT #54	14.14	0.00	000000	0/00/00	14.14
		** TOTALS **	14.14	0.00			14.14
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	224.00	0.00	000000	0/00/00	224.00
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	224.00	0.00	000000	0/00/00	224.00
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	152.00	0.00	000000	0/00/00	152.00
		** TOTALS **	600.00	0.00			600.00
01-004146	CARROLL CONTROL SYSTEMS	AQUATIC CENTER POOL HEATER	38,000.00	0.00	000000	0/00/00	38,000.00
01-004146	CARROLL CONTROL SYSTEMS	BACKFLOW CHECK	80.00	0.00	000000	0/00/00	80.00
01-004146	CARROLL CONTROL SYSTEMS	BOILER ROOM BACKFLOW PREVENTER	632.25	0.00	000000	0/00/00	632.25
		** TOTALS **	38,712.25	0.00			38,712.25
01-004155	CARROLL COUNTY	GASOLINE	4,336.47	0.00	000000	0/00/00	4,336.47
		** TOTALS **	4,336.47	0.00			4,336.47
01-004183	CARROLL COUNTY TREASURER	PROPERTY TAXES 224 N MAIN	596.00	0.00	000000	0/00/00	596.00
01-004183	CARROLL COUNTY TREASURER	PROPERTY TAXES 627 N ADAMS ST	8,956.00	0.00	000000	0/00/00	8,956.00
01-004183	CARROLL COUNTY TREASURER	LIEN FILING FEE - 624 SAN SALV	5.00	5.00-	117294	3/05/20	0.00
		** TOTALS **	9,557.00	5.00-			9,552.00
01-004196	CARROLL HYDRAULICS	#29 HYDRAULIC HOSE	70.38	0.00	000000	0/00/00	70.38
01-004196	CARROLL HYDRAULICS	SUPPLIES	42.60	0.00	000000	0/00/00	42.60
		** TOTALS **	112.98	0.00			112.98
01-004200	CARROLL LUMBER	CLARK ST. STORM DRAIN	32.10	0.00	000000	0/00/00	32.10
01-004200	CARROLL LUMBER	PICNIC TABLE REPAIRS	116.00	0.00	000000	0/00/00	116.00
01-004200	CARROLL LUMBER	SUPPLIES	10.99	0.00	000000	0/00/00	10.99
		** TOTALS **	159.09	0.00			159.09
01-004325	CENTRAL IOWA DISTRIBUTING	SUPPLIES	95.00	0.00	000000	0/00/00	95.00
		** TOTALS **	95.00	0.00			95.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	150.80	150.80-	117274	2/26/20	0.00
		** TOTALS **	150.80	150.80-			0.00
01-003530	COLLABORATIVE SUMMER LIBR	SUMMER READING PROGRAM	963.65	963.65-	117277	2/26/20	0.00
		** TOTALS **	963.65	963.65-			0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,086.98	12,086.98-	000716	2/27/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	13,853.78	13,853.78-	000716	2/27/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,238.88	4,238.88-	000716	2/27/20	0.00
		** TOTALS **	30,179.64	30,179.64-			0.00

A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

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PARTIALLY ITEMS DATES:	2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020
UNPAID ITEMS DATES :		2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003451	COMMUNICATION INNOVATORS	LIBRARY/CITY HALL REMODEL	13,374.00	0.00	000000	0/00/00	13,374.00
		** TOTALS **	13,374.00	0.00			13,374.00
01-002071	COMPUTER REPAIR & SERVICE	#17 LAPTOP SETUP	63.75	0.00	000000	0/00/00	63.75
		** TOTALS **	63.75	0.00			63.75
01-003145	CORE AND MAIN LP	EQUIPMENT REPAIR PARTS	963.00	0.00	000000	0/00/00	963.00
		** TOTALS **	963.00	0.00			963.00
01-000194	D. J. GONGOL & ASSOC. INC	REPAIR PARTS	2,160.06	0.00	000000	0/00/00	2,160.06
		** TOTALS **	2,160.06	0.00			2,160.06
01-000854	DEARBORN NATIONAL	MARCH LIFE INS. PREMIUMS	327.24	327.24-	117272	2/26/20	0.00
		** TOTALS **	327.24	327.24-			0.00
01-006270	DREES HEATING & PLUMBING	CAMERAS LIBRARY	2,585.20	0.00	000000	0/00/00	2,585.20
		** TOTALS **	2,585.20	0.00			2,585.20
01-002995	DTC WORLDWIDE	SUPPLIES AND FREIGHT	303.59	0.00	000000	0/00/00	303.59
		** TOTALS **	303.59	0.00			303.59
01-012590	ECHO ELECTRIC SUPPLY	REPAIR PARTS	84.82	84.82-	117288	3/05/20	0.00
		** TOTALS **	84.82	84.82-			0.00
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	81.60	0.00	000000	0/00/00	81.60
		** TOTALS **	81.60	0.00			81.60
01-007253	ELECTRIC MOTOR SERVICE LL	EQUIPMENT REPAIRS	150.10	0.00	000000	0/00/00	150.10
01-007253	ELECTRIC MOTOR SERVICE LL	EQUIPMENT REPAIRS	194.00	0.00	000000	0/00/00	194.00
		** TOTALS **	344.10	0.00			344.10
01-008035	FARNER-BOCKEN CO.	CLEANING SUPPLIES	507.66	0.00	000000	0/00/00	507.66
		** TOTALS **	507.66	0.00			507.66
01-008050	FASTENAL COMPANY	BOLTS	5.30	0.00	000000	0/00/00	5.30
01-008050	FASTENAL COMPANY	BOLTS	1.43	0.00	000000	0/00/00	1.43
01-008050	FASTENAL COMPANY	ANCHOR BOLTS	27.60	0.00	000000	0/00/00	27.60
		** TOTALS **	34.33	0.00			34.33
01-001291	FEH DESIGN	PICKLEBALL ENGINEERING SERVICE	1,509.00	0.00	000000	0/00/00	1,509.00
01-001291	FEH DESIGN	STREET MAINT. FACILITY	8,416.75	0.00	000000	0/00/00	8,416.75
		** TOTALS **	9,925.75	0.00			9,925.75

A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020
PARTIALLY ITEMS DATES:	2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020
UNPAID ITEMS DATES :		2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-006860	FELD FIRE EQUIPMENT CO.	SERVICE BREATHING AIR COMPRESS	300.00	0.00	000000	0/00/00	300.00
01-006860	FELD FIRE EQUIPMENT CO.	FIRE HOSE ASSEMBLIES	226.00	0.00	000000	0/00/00	226.00
01-006860	FELD FIRE EQUIPMENT CO.	STREAMLIGHT BATTERY	18.95	0.00	000000	0/00/00	18.95
01-006860	FELD FIRE EQUIPMENT CO.	BREATHING AIR CYCLINDERS/MASK	9,321.25	0.00	000000	0/00/00	9,321.25
		** TOTALS **	9,866.20	0.00			9,866.20
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	12,240.47	12,240.47-	000717	2/21/20	0.00
		** TOTALS **	12,240.47	12,240.47-			0.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	1,384.25	0.00	000000	0/00/00	1,384.25
		** TOTALS **	1,384.25	0.00			1,384.25
01-003534	FUSEBOX MARKETING	WEBSITE MAINTENANCE	255.00	0.00	000000	0/00/00	255.00
		** TOTALS **	255.00	0.00			255.00
01-009535	GENERAL RENTAL	PROPANE	300.00	0.00	000000	0/00/00	300.00
01-009535	GENERAL RENTAL	PROPANE	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	450.00	0.00			450.00
01-002172	GPM	REPLACEMENT CONTROLLER	1,653.00	0.00	000000	0/00/00	1,653.00
		** TOTALS **	1,653.00	0.00			1,653.00
01-003408	GREAT AMERICA FINANCIAL S	COPIER CONTRACT	83.00	83.00-	117276	2/26/20	0.00
		** TOTALS **	83.00	83.00-			0.00
01-003533	HEALY EXCAVATING	STREAMBED STABILIZATION	44,844.45	0.00	000000	0/00/00	44,844.45
		** TOTALS **	44,844.45	0.00			44,844.45
01-005410	HERALD PUBLISHING COMPANY	LEGAL PUBLICATIONS	541.57	0.00	000000	0/00/00	541.57
		** TOTALS **	541.57	0.00			541.57
01-012552	INDUSTRIAL BEARING SUPP.	#35 ROLLER CHAIN	45.49	0.00	000000	0/00/00	45.49
		** TOTALS **	45.49	0.00			45.49
01-012614	IOWA COMMUNITIES ASSURANC	PROPERTY INS ADD'L CONTENTS	407.00	0.00	000000	0/00/00	407.00
		** TOTALS **	407.00	0.00			407.00
01-001761	IOWA POLICE CHIEFS ASSOCI	IPCA CONFERENCE - BURKE	135.00	0.00	000000	0/00/00	135.00
		** TOTALS **	135.00	0.00			135.00
01-012685	IOWA SMALL ENGINE CENTER	BLADE SHARPENING	45.75	0.00	000000	0/00/00	45.75
		** TOTALS **	45.75	0.00			45.75
01-012706	IPERS	IPERS CONTRIBUTIONS	17,731.96	17,731.96-	000718	2/21/20	0.00

ACCOUNTS PAYABLE  
 OPEN ITEM REPORT  
 SUMMARY

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UNPAID ITEMS DATES :		2/21/2020 THRU 3/05/2020	2/21/2020 THRU 3/05/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-012706	IPERS	IPERS CONTRIBUTIONS	68.06	68.06-	000718	2/21/20	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	35.71	35.71-	000718	2/21/20	0.00
		** TOTALS **	17,835.73	17,835.73-			0.00
01-002312	JARED HAYS	CERTIFICATE UPGRADE HAYS	90.00	90.00-	117281	3/05/20	0.00
		** TOTALS **	90.00	90.00-			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
01-003539	JEFF MILLER	SOCCER REFUND	50.00	50.00-	117285	3/05/20	0.00
		** TOTALS **	50.00	50.00-			0.00
01-013917	JEO CONSULTING GROUP INC.	DISTRIBUTION MAIN REPLACEMENT	25,445.00	0.00	000000	0/00/00	25,445.00
01-013917	JEO CONSULTING GROUP INC.	SUPPLY WELL REPLACEMENT	12,345.00	0.00	000000	0/00/00	12,345.00
		** TOTALS **	37,790.00	0.00			37,790.00
01-000994	KABEL BUSINESS SERVICES -	FEB FLEX PARTICIPANT FEES	100.80	100.80-	000000	3/02/20	0.00
		** TOTALS **	100.80	100.80-			0.00
01-003022	LAVERN DIRKX	NORTHWEST IA LEAGUE OF CITIES	129.95	129.95-	117275	2/26/20	0.00
		** TOTALS **	129.95	129.95-			0.00
01-003481	MARCO TECHNOLOGIES LLC	COPIER CONTRACT	66.44	0.00	000000	0/00/00	66.44
		** TOTALS **	66.44	0.00			66.44
01-003532	METAL CULVERTS INC.	STREET MAINT. SUPPLIES	4,118.00	0.00	000000	0/00/00	4,118.00
		** TOTALS **	4,118.00	0.00			4,118.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILL	78.06	78.06-	117278	2/26/20	0.00
		** TOTALS **	78.06	78.06-			0.00
01-017585	MIDWEST WHOLESALE	SUPPLIES	47.80	0.00	000000	0/00/00	47.80
		** TOTALS **	47.80	0.00			47.80
01-017730	MOORHOUSE READY MIX CO.	CLARK STREET CULVERT	273.76	0.00	000000	0/00/00	273.76
		** TOTALS **	273.76	0.00			273.76
01-017855	MPH INDUSTRIES INC.	RADAR REPAIRS	82.25	0.00	000000	0/00/00	82.25
		** TOTALS **	82.25	0.00			82.25
01-001645	MURPHY TRACTOR	OPERATING SUPPLIES	256.64	0.00	000000	0/00/00	256.64
		** TOTALS **	256.64	0.00			256.64

A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-020208	O'HALLORAN INTERNATIONAL	#28 ANTI-FREEZE	45.75	0.00	000000	0/00/00	45.75
		** TOTALS **	45.75	0.00			45.75
01-020330	O'REILLY AUTO PARTS	GEAR OIL	11.97	0.00	000000	0/00/00	11.97
		** TOTALS **	11.97	0.00			11.97
01-002956	OPN ARCHITECTS INC	LIBRARY REMODEL	1,115.34	0.00	000000	0/00/00	1,115.34
		** TOTALS **	1,115.34	0.00			1,115.34
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #15	27.96	0.00	000000	0/00/00	27.96
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #18	26.42	0.00	000000	0/00/00	26.42
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #17	26.42	0.00	000000	0/00/00	26.42
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #16	27.19	0.00	000000	0/00/00	27.19
		** TOTALS **	107.99	0.00			107.99
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,594.50	1,594.50-	117270	2/25/20	0.00
		** TOTALS **	1,594.50	1,594.50-			0.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL - 627 N ADAMS ST	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	75.00	0.00			75.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	BATTERIES RETURNED	158.00-	158.00	117271	2/26/20	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	KUBOTA REPAIRS	5.55	5.55-	117271	2/26/20	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	#33 FILTERS	288.00	288.00-	117271	2/26/20	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	#31 DOOR SEAL	79.00	79.00-	117271	2/26/20	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	#31 FILTERS	87.12	87.12-	117271	2/26/20	0.00
		** TOTALS **	301.67	301.67-			0.00
01-023815	REGION XII COG	TIF CLASS DIRKX	20.00	0.00	000000	0/00/00	20.00
01-023815	REGION XII COG	TIF CLASS	60.00	0.00	000000	0/00/00	60.00
		** TOTALS **	80.00	0.00			80.00
01-024630	RUTTEN'S VACUUM CENTER	VACUUM REPAIRS	69.99	0.00	000000	0/00/00	69.99
		** TOTALS **	69.99	0.00			69.99
01-002778	SEAN KLEESPIES	LODGING - IRWA CONFERENCE	291.10	291.10-	117273	2/26/20	0.00
		** TOTALS **	291.10	291.10-			0.00
01-025250	SHERWIN WILLIAMS CO.	PAINT FOR BALL WASHERS	18.65	0.00	000000	0/00/00	18.65
		** TOTALS **	18.65	0.00			18.65
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

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 OPEN ITEM REPORT  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-025880	STONE PRINTING CO.	SUPPLIES	12.47	0.00	000000	0/00/00	12.47
01-025880	STONE PRINTING CO.	CENSUS PROMOTION	225.00	0.00	000000	0/00/00	225.00
01-025880	STONE PRINTING CO.	STAPLES	5.18	0.00	000000	0/00/00	5.18
		** TOTALS **	242.65	0.00			242.65
01-002682	STOREY KENWORTHY/MATT PAR	FURNISHINGS	16,576.04	0.00	000000	0/00/00	16,576.04
01-002682	STOREY KENWORTHY/MATT PAR	FURNISHINGS	4,592.14	0.00	000000	0/00/00	4,592.14
01-002682	STOREY KENWORTHY/MATT PAR	FURNISHINGS	3,945.63	0.00	000000	0/00/00	3,945.63
01-002682	STOREY KENWORTHY/MATT PAR	FURNISHINGS	6,709.09	0.00	000000	0/00/00	6,709.09
		** TOTALS **	31,822.90	0.00			31,822.90
01-000578	TERRY KLUVER	STEEL TOED SHOES	159.85	159.85-	117280	3/05/20	0.00
		** TOTALS **	159.85	159.85-			0.00
01-027060	TREASURER OF IOWA	2/16-2/29/2020 SALES TAX	8,692.00	8,692.00-	000000	3/02/20	0.00
		** TOTALS **	8,692.00	8,692.00-			0.00
01-027092	TRUE PITCH INC	FLEX-A-CLAY RED	953.00	0.00	000000	0/00/00	953.00
		** TOTALS **	953.00	0.00			953.00
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 2/15/2020	36.58	36.58-	117279	2/26/20	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 2/22/2020	26.09	26.09-	117289	3/05/20	0.00
		** TOTALS **	62.67	62.67-			0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	274.32	274.32-	117290	3/05/20	0.00
		** TOTALS **	274.32	274.32-			0.00
01-028814	VAN METER COMPANY, THE	CBD STREET LIGHTS	1,869.11	0.00	000000	0/00/00	1,869.11
01-028814	VAN METER COMPANY, THE	CIRCUIT BREAKER FOR HEATER	56.69	0.00	000000	0/00/00	56.69
01-028814	VAN METER COMPANY, THE	SAMPLER CABLE REPAIR	45.30	0.00	000000	0/00/00	45.30
01-028814	VAN METER COMPANY, THE	FILTER CONTROL RELAY	291.65	0.00	000000	0/00/00	291.65
		** TOTALS **	2,262.75	0.00			2,262.75
01-029010	VEENSTRA & KIMM INC.	SAN SEWER RATE STUDY #3	210.00	0.00	000000	0/00/00	210.00
		** TOTALS **	210.00	0.00			210.00
01-029013	VERIZON WIRELESS	CELL PHONES	322.08	322.08-	117291	3/05/20	0.00
01-029013	VERIZON WIRELESS	AIR CARDS	280.07	280.07-	117291	3/05/20	0.00
		** TOTALS **	602.15	602.15-			0.00
01-030120	WAL-MART STORE #01-1787	CAMERAS	90.64	0.00	000000	0/00/00	90.64

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-030120	WAL-MART STORE #01-1787	SUPPLIES	7.26	0.00	000000	0/00/00	7.26
01-030120	WAL-MART STORE #01-1787	SUPPLIES	24.26	0.00	000000	0/00/00	24.26
01-030120	WAL-MART STORE #01-1787	MAILING SUPPLIES	19.79	0.00	000000	0/00/00	19.79
01-030120	WAL-MART STORE #01-1787	SUPPLIES	29.87	0.00	000000	0/00/00	29.87
01-030120	WAL-MART STORE #01-1787	CRIME SCENE KIT	64.98	0.00	000000	0/00/00	64.98
01-030120	WAL-MART STORE #01-1787	SUPPLIES	62.95	0.00	000000	0/00/00	62.95
01-030120	WAL-MART STORE #01-1787	SUPPLIES	25.20	0.00	000000	0/00/00	25.20
01-030120	WAL-MART STORE #01-1787	SUPPLIES	36.47	0.00	000000	0/00/00	36.47
01-030120	WAL-MART STORE #01-1787	TV REMOTE - WEIGHT ROOM	9.72	0.00	000000	0/00/00	9.72
		** TOTALS **	371.14	0.00			371.14
01-003446	WATCH GUARD VIDEO	CAMERA SHIRT CLIPS	252.00	0.00	000000	0/00/00	252.00
		** TOTALS **	252.00	0.00			252.00
01-001366	WEBSITES TO IMPRESS INC	WEBSITE SERVICES	255.00	0.00	000000	0/00/00	255.00
		** TOTALS **	255.00	0.00			255.00
01-003538	WILLIAM BADDING	GOLF ACH MEMBERSHIP REFUND	130.16	130.16-	117284	3/05/20	0.00
		** TOTALS **	130.16	130.16-			0.00
01-030355	WITTROCK MOTOR CO.	RADIO ANTENNA UNIT #60	20.55	0.00	000000	0/00/00	20.55
		** TOTALS **	20.55	0.00			20.55
01-003472	WOODRUFF CONSTRUCTION LLC	WWTP DISINF. IMPR. #7	47,282.14	0.00	000000	0/00/00	47,282.14
		** TOTALS **	47,282.14	0.00			47,282.14
01-003535	WORKSPACE INC.	FURNITURE	8,175.58	0.00	000000	0/00/00	8,175.58
01-003535	WORKSPACE INC.	FURNITURE	6,680.80	0.00	000000	0/00/00	6,680.80
		** TOTALS **	14,856.38	0.00			14,856.38
	* Payroll Expense		153,451.25				

03-05-2020 11:09 AM  
 VENDOR SET: 01 City of Carroll  
 REPORTING: PAID, UNPAID, PARTIAL

A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	235,669.38	235,669.38CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	426,832.11	0.00	426,832.11
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	662,501.49	235,669.38CR	426,832.11

U N P A I D R E C A P

UNPAID INVOICE TOTALS	426,832.11
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	426,832.11

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 O P E N I T E M R E P O R T  
 S U M M A R Y

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FUND TOTALS

001	GENERAL FUND	157,181.50
010	HOTEL/MOTEL TAX	252.82
110	ROAD USE TAX FUND	25,940.96
178	CRIME PREV/SPEC PROJECTS	282.83
311	C.P.-PARKS & RECREATION	1,509.00
314	C.P.-STREETS MAINT BLDG	8,416.75
315	LIBRARY/CITY HALL REMODEL	152,612.84
600	WATER UTILITY FUND	16,750.92
602	WATER UTILITY CAP. IMP.	37,790.00
610	SEWER UTILITY FUND	15,297.79
612	SEWER UTILITY CAP. IMP.	47,282.14
620	STORM WATER UTILITY	561.00
621	STORM WATER CAP. IMP.	44,844.45
850	MEDICAL INSURANCE FUND	327.24
	* PAYROLL EXPENSE	153,451.25
GRAND TOTAL		662,501.49

# 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

TO: Mike Pogge-Weaver, City Manager

FROM: Brad Burke, Chief of Police

DATE: March 5, 2020

RE: Renewal of License

The following establishments have applied for renewal of license:

Godfather's Pizza  
628 Hwy 30 West  
Class "B" Beer Permit (includes Wine Coolers) with Sunday Sales

Carroll Can Redemption  
301 North Main  
Class "C" Beer Permit

Casey's General Store #3082  
510 Hwy 30 East  
Class "E" Liquor License with Class "B" Wine Permit (Carryout Wine – Includes Native Wine) and Class "C" Beer Permit (Carryout Beer) and Sunday Sales

Carroll Moose Lodge #273  
200 East 5<sup>th</sup> Street  
Class "C" Liquor License with Sunday Sales

Carroll Brewing Company  
226 East 5<sup>th</sup> Street  
Class "C" Liquor License with Brew Pub, Outdoor Service and Sunday Sales

**RECOMMENDATION:** Council consideration and approval of these applications.

# City of Carroll

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112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

**FROM:** Greg Schreck, Fire Chief *GS*

**DATE:** March 9, 2020

**SUBJECT:** Firefighter Resignation and Appointment

With the recent resignation of firefighter Jose Rodriguez, the Department has moved forward to fill the vacant position. At our March 2, 2020 business meeting, applicant Josh Lahr was presented and accepted by the Department for membership, subject to Council approval.

**RECOMMENDATION:** Mayor and City Council acceptance of the resignation of Volunteer Firefighter Jose Rodriguez and approval of Josh Lahr as a member of the Carroll Volunteer Fire Department.

GLS:ds

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver *MSP-w*

FROM: Greg L. Schreck, Fire Chief *GS*

DATE: March 9, 2020

SUBJECT: Sale of Surplus City Property

With delivery of the new Fire Department Pumper Truck expected in mid May 2020, it will be necessary to remove a 1983 GMC 7000 Series/Toyne Pumper from service.

I have reviewed Policy #0304 (Sale of Surplus City Property) of the City of Carroll Policies and Procedures Manual and propose the following:

1. The truck shall be sold to the highest bidder by sealed bid, as-is, with no warrant, expressed or implied.
2. Emergency lights, sirens radio, pre-connected hoses and Carroll Fire Department identifying markers to be removed by seller. Note: If sold to a municipality for fire department use, lights and siren will remain with truck.
3. The truck will be offered for viewing April 7, 2020 through April 23 2020, by appointment with the Fire Chief (712-775-2028).
4. Sealed bids shall be submitted, on bid forms provided by the City, and received in the office of the City Clerk no later than 1:00 P.M. on Friday, April 24, 2020. Bids will be opened at that time.

**A minimum bid of \$2,500.00 is required.**

5. Subject to Council approval of the highest bid at the May 11, 2020 meeting, payment and possession of the truck shall occur on or before Friday, May 15, 2020.
6. The City may reject any and all bids.

**RECOMMENDATION:** Motion to dispose of the surplus 1983 GMC 700 Series/Toyne Pumper by sealed bid.

GLS:drs



## Proclamation 2020 Census

**WHEREAS**, Every ten years the U.S. Census Bureau counts residents across the country and April 1, 2020 is nationally recognized as Census Day by the United States Census Bureau; and

**WHEREAS**, A complete county ensures accurate Census data that is critical for government programs, policies and decision making, including federal representation and the funding of programs; and

**WHEREAS**, The information collected by the Census is confidential and protected by law; and

**NOW THEREFORE, I, ERIC P. JENSEN, MAYOR OF THE CITY OF CARROLL**, on behalf of the City Council do hereby proclaim April 1, 2020 as Census Day in Carroll Iowa and encourage all residents to support census takers as they help our community complete an accurate count.

---

Eric P. Jensen, Mayor

# 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 *MJP-W*

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

**DATE:** March 4, 2020

**SUBJECT:** Rolling Hills South Condominiums

- Acceptance of Public Improvements
- Street Grade Ordinance

The Owner, Subdivider, 704 Development Corp., has completed the public improvements in the Rolling Hills South Condominiums. The public improvements include sanitary sewer and appurtenances, watermain and appurtenances and roadway paving. The public improvements have been reviewed for acceptance and assumption of maintenance and repair.

**RECOMMENDATION:** Mayor and City Council consideration of the following:

1. Acceptance, by motion, of the public improvements in the Rolling Hills South Condominiums for future maintenance and repair subject to the maintenance provisions of the Surety Bond.
2. Passage and approval of the Ordinance establishing grades on Westridge Drive cul-de-sac in the Rolling Hills South Condominiums.

RMK:ds

attachment

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

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY AMENDING PROVISIONS PERTAINING TO STREET GRADES.**

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

**SECTION 1. SECTION MODIFIED.** Chapter 138, Section 02 (138.02) of the Code of Ordinances of the City of Carroll, Iowa, is amended by adding the following:

**PURPOSE:** The purpose of this Ordinance is to establish grades on Westridge Drive in the Rolling Hills South Condominiums.

**BENCHMARK:** For the purpose of establishing and maintaining grades of streets within the City of Carroll, Iowa, the following points with the following elevations are used to establish a datum plane.

**BM-1:** Cut 'X' in the north edge of sanitary sewer manhole rim at Valley Drive and Meadow Lane. Elevation 1296.67 Datum NAVD 88.

**BM-2:** Cut 'X' in the north rim sanitary sewer manhole rim 100' east of Meadow Lane end on Summit Drive. Elevation 1330.05 Datum NAVD 88.

**BM-3:** Cut 'X' in northeast corner of storm sewer intake on east side of Meadow Lane south of Valley Drive. Elevation 1298.02 Datum NAVD 88.

**GRADES:** The profile grade on the following street within the City of Carroll, Iowa, is hereby established as follows:

<u>Location (Station)</u>	<u>Centerline Elevation</u>	<u>Centerline Grade</u>	<u>Vertical Curve</u>
<b>WESTRIDGE DRIVE</b>			
100+00 <sup>(1)</sup>			
100+07.85 <sup>(2)</sup>	1326.09	-0.339%	
100+14.12	1326.06	+2.285%	
100+40.00	1326.66	+1.500%	
101+00.00		+2.000%	120'
101+60.00	1328.76	+2.000%	
103+42.69 <sup>(3)</sup>		+2.000%	
103+90.69 <sup>(4)</sup>	1333.37		

- Notes: 1. Centerline Summit Drive.  
 2. Begin paving.  
 3. Center cul-de-sac.  
 4. End paving.

GRADE LINES: The elevation given is the theoretical profile at the angle made by a change in rate of grade. The theoretical profile grade line is a straight line from a given point. In most cases to eliminate a sharp break in grade changes, a vertical curve of given length is made a part of the grade line. The established grade line is along the given straight line to the given vertical curve, then along the given vertical curve to the next straight line.

**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 by the Carroll City Council this 9<sup>th</sup> day of March, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
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:** Mike Pogge-Weaver, City Manager *MSP-W*

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

**DATE:** March 4, 2020

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

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate

At the February 24, 2020 Council meeting, Council approved a resolution directing the sale of the \$1,505,000 General Obligation Capital Loan Notes, Series 2020A to BNYMellon Capital Markets of Pittsburgh, Pennsylvania with a true interest rate of 1.2254%. As a reminder, these debt proceeds are being used to pay for street improvements and a new fire pumper truck. Enclosed are the required forms to complete the capital loan note sale process.

The first resolution appoints UMB Bank, N.A. to serve as paying agent, bond registrar and transfer agent. The city had previously used Bankers Bank for years. However, Bankers Bank was recently acquired by UMB Bank. No issues have arisen with UMB Bank serving as paying agent for debt issuances the City has outstanding. The second resolution authorizing the form of loan agreement and authorizing the issuance. It also approves the Tax Exemption Certificate and Continuing Disclosure Certificate.

The Tax Exemption Certificate sets out in detail a number of facts, promises and obligations which must be met and agreed to by the City in order to maintain these Notes as tax exempt. A copy of the Tax Exemption Certificate is enclosed. This certificate is very common with this type of issuance and has been a requirement of other Note issuances in the past.

The Continuing Disclosure Certificate requires the City to provide annual financial information and operating data to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") so long as the Notes are outstanding. This, too, is a common requirement for this type of issuance.

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

**RECOMMENDATION:**

Council consideration and approval of the following:

1. Resolution appointing UMB Bank, N.A of West Des Moines, Iowa, to serve as Paying Agent, Note Registrar and Transfer Agent and approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement
2. Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

March 9, 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 APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", 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 said Resolution duly adopted as follows:

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST  
DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE  
REGISTRAR, AND TRANSFER AGENT, APPROVING THE  
PAYING AGENT AND NOTE REGISTRAR AND TRANSFER  
AGENT AGREEMENT AND AUTHORIZING THE  
EXECUTION OF THE AGREEMENT

WHEREAS, \$1,505,000 General Obligation Capital Loan Notes, Series 2020A, dated March 25, 2020, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$1,505,000 General Obligation Capital Loan Notes, Series 2020A, dated March 25, 2020.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 9<sup>th</sup> day of March, 2020.

---

Mayor

ATTEST:

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City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,505,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

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

\_\_\_\_\_

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

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,505,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay 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, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of Not to Exceed \$1,560,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above-mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Carroll, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$1,505,000 General Obligation Capital Loan Notes, Series 2020A, authorized to be issued by this Resolution.

- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean 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.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the City Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Carroll, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$220,616.00	2019/2020*
\$288,150.00	2020/2021
\$151,900.00	2021/2022
\$166,900.00	2022/2023
\$165,900.00	2023/2024
\$164,650.00	2024/2025
\$168,150.00	2025/2026
\$166,150.00	2026/2027
\$163,900.00	2027/2028
\$166,400.00	2028/2029

\*A levy in the amount of \$220,616.00 has been included in the budget previously certified and will be used together with available City funds to pay the principal and interest of the Note coming due in fiscal year 2019/2020, which is \$223,502.50.

(NOTE: For example, the levy to be made and certified against the taxable valuations of January 1, 2019 will be collected during the fiscal year commencing July 1, 2020.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Carroll County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2020 GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be

available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2019, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2019, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$1,505,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2020A", be dated March 25, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2020, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$210,000	5.000%	2020
\$225,000	5.000%	2021
\$100,000	5.000%	2022
\$120,000	5.000%	2023
\$125,000	5.000%	2024
\$130,000	5.000%	2025
\$140,000	5.000%	2026
\$145,000	5.000%	2027
\$150,000	5.000%	2028
\$160,000	4.000%	2029

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2028, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to

permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the

Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on

Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF CARROLL"  
"CITY OF CARROLL"  
"GENERAL OBLIGATION CAPITAL LOAN NOTE"  
"SERIES 2020A"  
ESSENTIAL CORPORATE PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Note Date: March 25, 2020  
CUSIP No.: \_\_\_\_\_  
"Registered"  
Certificate No. \_\_\_\_\_  
Principal Amount: \$ \_\_\_\_\_

The City of Carroll, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per

annum specified above, payable on June 1, 2020, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the 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. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying 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, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2028, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: \_\_\_\_\_

This is one of the Notes described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

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

Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)  
(Signature Block)

CITY OF CARROLL, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.



throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel,

such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 9<sup>th</sup> day of March, 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)

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TAX EXEMPTION CERTIFICATE

of

CITY OF CARROLL, COUNTY OF CARROLL, STATE OF IOWA, ISSUER

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

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This instrument was prepared by:

Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309  
(515) 243-7611

## TABLE OF CONTENTS

This Table of Contents is not a part of this Tax Exemption Certificate and is provided only for convenience of reference.

<b>INTRODUCTION.....</b>	<b>- 1 -</b>
<b>ARTICLE I DEFINITIONS .....</b>	<b>- 1 -</b>
<b>ARTICLE II SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND</b>	
<b>AGREEMENTS .....</b>	<b>- 4 -</b>
Section 2.1 Authority to Certify and Expectations .....	- 4 -
Section 2.2 Receipts and Expenditures of Sale Proceeds .....	- 7 -
Section 2.3 Purpose of Bonds .....	- 7 -
Section 2.4 Facts Supporting Tax-Exemption Classification .....	- 7 -
Section 2.5 Facts Supporting Temporary Periods for Proceeds .....	- 8 -
Section 2.6 Resolution Funds at Restricted or Unrestricted Yield .....	- 8 -
Section 2.7 Pertaining to Yields.....	- 9 -
Section 2.8 Reimbursement Bonds .....	- 9 -
<b>ARTICLE III REBATE .....</b>	<b>- 10 -</b>
Section 3.1 Records .....	- 10 -
Section 3.2 Rebate Fund .....	- 11 -
Section 3.3 Exceptions to Rebate.....	- 11 -
Section 3.4 Calculation of Rebate Amount.....	- 12 -
Section 3.5 Rebate Requirements and the Bond Fund.....	- 12 -
Section 3.6 Investment of the Rebate Fund .....	- 12 -
Section 3.7 Payment to the United States .....	- 13 -
Section 3.8 Records .....	- 13 -
Section 3.9 Additional Payments .....	- 13 -
<b>ARTICLE IV INVESTMENT RESTRICTIONS.....</b>	<b>- 14 -</b>
Section 4.1 Avoidance of Prohibited Payments.....	- 14 -
Section 4.2 Market Price Requirement .....	- 14 -
Section 4.3 Investment in Certificates of Deposit .....	- 14 -
Section 4.4 Investment Pursuant to Investment Contracts and Agreements .....	- 15 -
Section 4.5 Records .....	- 17 -
Section 4.6 Investments to be Legal .....	- 17 -
<b>ARTICLE V GENERAL COVENANTS .....</b>	<b>- 17 -</b>
<b>ARTICLE VI AMENDMENTS AND ADDITIONAL AGREEMENTS .....</b>	<b>- 17 -</b>
Section 6.1 Opinion of Bond Counsel; Amendments .....	- 17 -
Section 6.2 Additional Covenants, Agreements .....	- 18 -
Section 6.3 Internal Revenue Service Audits .....	- 18 -
Section 6.4 Amendments .....	- 18 -
<b>ARTICLE VII QUALIFIED TAX EXEMPT OBLIGATIONS.....</b>	<b>- 18 -</b>
<b>EXHIBIT A PURCHASER’S CERTIFICATE.....</b>	<b>20</b>
<b>EXHIBIT B MUNICIPAL ADVISOR’S CERTIFICATE.....</b>	<b>24</b>

## TAX EXEMPTION CERTIFICATE

### CITY OF CARROLL, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on March 25, 2020, by the City of Carroll, County of Carroll, State of Iowa (the "Issuer").

#### INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$1,505,000 General Obligation Capital Loan Notes, Series 2020A (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

#### ARTICLE I

##### DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$1,505,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2020A, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$1,741,340.00, as set forth in Exhibit A.

- "Issuer" means the City of Carroll, a municipal corporation in the County of Carroll, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$87,067.00.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means 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 including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.

- "Purchasers" means BNYMellon Capital Markets of Pittsburgh, Pennsylvania, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103,

148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on March 9, 2020, authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

## ARTICLE II

### SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

#### Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate and the Municipal Advisor's Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate and the Municipal Advisor's Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds. In fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

(a) Sale Proceeds (par plus re-offering premium of \$236,340.00), less underwriter's discount of \$7,658.32, received at Closing are expected to be deposited and expended as \$40,500.00 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) \$1,693,181.68 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of 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.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.

#### Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

- (b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 1.060450 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

#### Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

### ARTICLE III

#### REBATE

##### Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

### Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

### Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- \$5,000,000 Small Issuer Exception

The reasonably anticipated amount of tax-exempt bonds (other than private activity bonds) which will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year will not exceed \$5,000,000.

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the

Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 6%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule and also issues more than \$5,000,000 in calendar year 2020, the Issuer shall comply with the arbitrage rebate requirements of the Code.

#### Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

#### Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

#### Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

### Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

### Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

### Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

## ARTICLE IV

### INVESTMENT RESTRICTIONS

#### Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

#### Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

#### Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

#### Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

#### Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

#### Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

### ARTICLE V

#### GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

### ARTICLE VI

#### AMENDMENTS AND ADDITIONAL AGREEMENTS

#### Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$1,505,000 General Obligation Capital Loan Notes, Series 2020A (Covered by this Certificate)\*

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

NONE

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue

governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

NONE

\*Sale Price includes a re-offering premium in excess of a 2% de minimus. Accordingly, issue price (\$1,741,340) is used for determining the bank qualification threshold.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

\_\_\_\_\_  
City Treasurer, City of Carroll, State of Iowa

(SEAL)

## EXHIBIT A

### \$1,505,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A

#### ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BNYMellon Capital Markets ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. *Reasonably Expected Initial Offering Price.*

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds 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 Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

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 Bonds.

2. *Defined Terms.*

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

b) *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.

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

d) *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 Bonds 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 Bonds 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 Bonds 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 the Borrower] 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 Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds 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 Bonds.

BNYMellon Capital Markets

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

Name: \_\_\_\_\_

Dated: March 25, 2020

**SCHEDULE A**  
**EXPECTED OFFERING PRICES**  
*(Attached)*

**SCHEDULE B**  
**COPY OF UNDERWRITER'S BID**

*(Attached)*

**EXHIBIT B**  
**CERTIFICATE OF MUNICIPAL ADVISOR**  
**CITY OF CARROLL, IOWA**

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

The undersigned, on behalf of PFM Financial Advisors LLC (the "Municipal Advisor"), as the municipal advisor to the City of Carroll in connection with the issuance of the above-captioned obligations (the "Bonds"), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds.

1. The Bonds were offered for sale at specified written terms more particularly described in the Notice of Sale, which was distributed to potential bidders, a copy of which is attached to this certificate as Attachment 1.
2. The Notice of Sale was disseminated electronically through I-DEAL® an internet bid system and Bloomberg® financial software. The Preliminary Official Statement was distributed via electronic mail to underwriting firms actively bidding on competitive sales in the Midwest. These methods of distribution of the terms of offering and Preliminary Official Statement are regularly used for purposes of disseminating notices of the sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.
3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the Bonds so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive "last-look").
4. The Issuer received bids from at least three bidders, each of whom, by submitting a bid in accordance with the terms of offering, represented that they have established industry reputations for underwriting new issuances of municipal bonds. Based upon the Municipal Advisor's knowledge and experience in acting as the municipal advisor for other municipal issues, the Municipal Advisor believes those representations to be accurate. The Municipal Advisor based its belief upon the fact that at least three bidders have served as lead underwriter on at least one transaction during the past two years. Copies of the bids received are attached to this certificate as Attachment 2.
5. The winning bidder was BNYMellon Capital Markets (the "Purchaser"), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Sale, as shown in the bid comparison attached as Attachment 3 to this certificate. The Issuer awarded the Bonds to the Purchaser.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor'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 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 Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. No other persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

PFM Financial Advisors LLC

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

Name: \_\_\_\_\_

Dated: March 25, 2020

**ATTACHMENT 1**

**NOTICE OF SALE**

*(Attached)*

**ATTACHMENT 2**

**BIDS RECEIVED**

*(Attached)*

**ATTACHMENT 3**  
**BID COMPARISON**

*(Attached)*

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Carroll, State of Iowa (the "Issuer"), in connection with the issuance of \$1,505,000 General Obligation Capital Loan Notes, Series 2020A (the "Notes") dated March 25, 2020. The Notes are being issued pursuant to a Resolution of the Issuer approved on March 9, 2020 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated \_\_\_\_\_, 2020.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

### Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2019/2020 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the caption "Property Valuations," "Trend of Valuations," "Larger Taxpayers," "Direct Debt," "Levies and Tax Collections," and "Tax Rates."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS

Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;
- b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF CARROLL, STATE OF IOWA

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Carroll, Iowa.

Name of Note Issue: \$1,505,000 General Obligation Capital Loan Notes, Series 2020A

Dated Date of Issue: March 25, 2020

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF CARROLL, STATE OF IOWA

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

# 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 *MSP-W*

**DATE:** March 5, 2020

**SUBJECT:** Harley-Davidson of Carroll  
Largest Women's Motorcycle Group Ride World Record Attempt

Harley-Davidson of Carroll is requesting council approval for an event on August 1, 2020 to hold the Largest Women's Motorcycle Group Ride World Record Attempt here in Carroll. Registration for the event is expected to start at 8:30 am with individuals lining line up on Plaza Drive and E 10th Street from Griffith to 9th Street after registering. The ride would takeoff northbound on Griffith Road at 1:00 pm and expect Plaza Drive to reopen around 2:00 pm.

The route takes the ride north out of Carroll on Griffith/Noble, eastbound on 150<sup>th</sup> Street, southbound on Quail Ave to Lidderdale, eastbound on 160<sup>th</sup>, northbound on Timber Ave, westbound on 130<sup>th</sup> St, southbound on Quail Ave, westbound on 150<sup>th</sup>, and southbound on Griffith/Noble back to Carroll. A map of the route is included with this request.

Specifically, Harley-Davidson of Carroll is requesting council approval for the following:

- Barricades to block Plaza Drive and E 10th Street from Griffith to 9th Street event parking.
  - Since the City has a limited supply of barricades, the City will need to rent some barricades for this event and would propose that Harley-Davidson of Carroll reimburse the City for the actual cost to rent the barricades.
- Police Assistance with the route to ensure safety of participants
  - Harley-Davidson of Carroll is working with Carroll County Sheriff's Department for those sections of the route outside the City of Carroll.

Harley-Davidson of Carroll has notified surrounding businesses about the event. A copy of the notification letter used by Harley-Davidson of Carroll is attached to their request.

There will likely be events the night before held by surrounding businesses due this ride. Those events are separate from the bike ride being put together by Harley-Davidson of Carroll and if there is any City support for them they will be required will come to the Council as part of a separate request.

**RECOMMENDATION:** Mayor and City Council consider approval to permit the closure of Plaza Drive and E 10th Street from Griffith to 9th Street in association with Harley-Davidson of Carroll's Largest Women's Motorcycle Group Ride World Record Attempt event on August 1, 2020 and provide barricades and police assistance for the event subject to the following:

- Harley-Davidson of Carroll shall provide a certificate of insurance for the event and list the City of Carroll as an additional insured party.
- Harley-Davidson of Carroll shall reimburse the City of Carroll any direct cost to rent any required barricades for the event.

Harley-Davidson of Carroll is going to host an event attempting to beat a world record. We have invited women from all over the country to come and attempt the largest all female group motorcycle ride on August 1<sup>st</sup> 2020. We are expecting two to five thousand people for the event.

We are asking for barricades to block Plaza Drive to ensure enough space, and to be able to safely execute this event. We are also needing police assistance with the route to make sure the group of riders are not interrupted as this is an attempt at a world record and we are needing to make sure none of the riders are stopped while the ride is in process.

We have also let our surrounding business aware of the event as well with letters that have been hand delivered. The letters stated that we are informing them that we have an upcoming event on August 1<sup>st</sup>, 2020 at 9:30am For the Largest Women's Group Ride attempt; all proceeds will be going to Susan G Komen of Greater Iowa. If they have any concerns about the event to feel free to contact us. I have included a copy of the letter that was hand out.

We are still in the planning processes of this event, and looking into everything we need or need to do make sure this event is safe and is successful. If any questions or concerns, please reach out to us by stopping by the dealership or calling 712-792-1610 and asking for Terry Ruchti or Wade Adams. We would appreciate your input.

Thank you,

Harley Davidson of Carroll



HIGHWAY AND TRANSPORTATION MAP

# CARROLL COUNTY IOWA

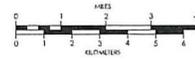


Systems Planning Bureau  
Phone: (515) 239-1664  
www.iowadot.gov/maps



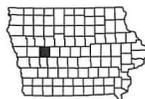
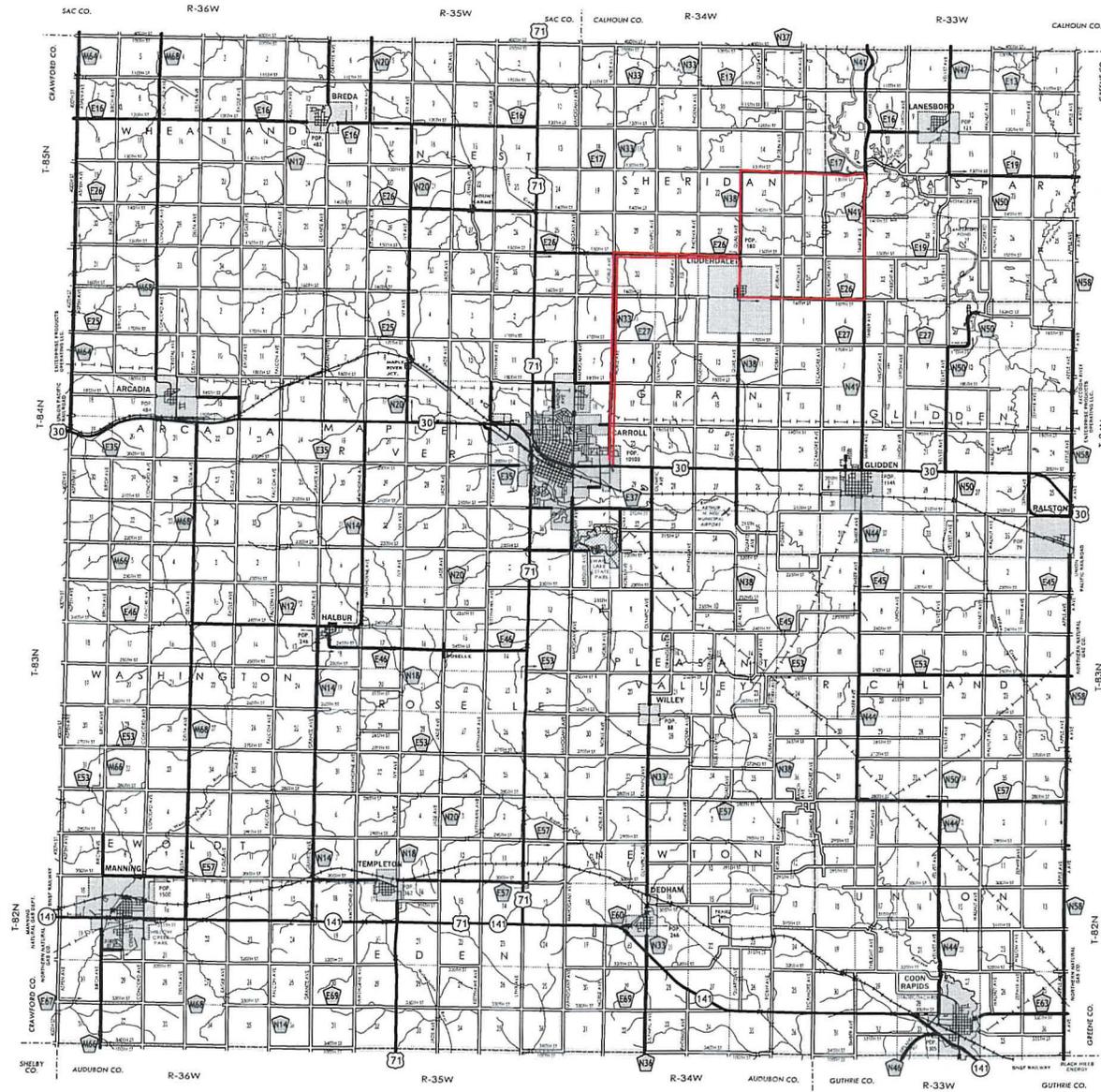
In Cooperation With  
United States  
Department of Transportation

JANUARY 1, 2019

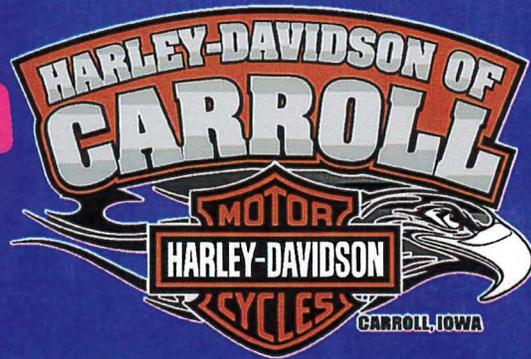


### LEGEND

- DIKED HIGHWAY
- PAVED ROAD
- BITUMINOUS ROAD
- GRAVEL ROAD
- EARTH ROAD
- INTERSTATE HIGHWAY
- UNITED STATES HIGHWAY
- STATE HIGHWAY
- COUNTY HIGHWAY
- RAILROAD
- RAILLINE
- RAILROAD
- HYDROLOGY
- BRIDGE
- STATE BOUNDARY
- COUNTY BOUNDARY
- CORPORATE BOUNDARY
- TOWNSHIP LINE
- SECTION LINE
- ROAD NAMES
- UNINCORPORATED PLACE
- STATE PARKS
- STATE INSTITUTIONS
- FEDERAL LAND



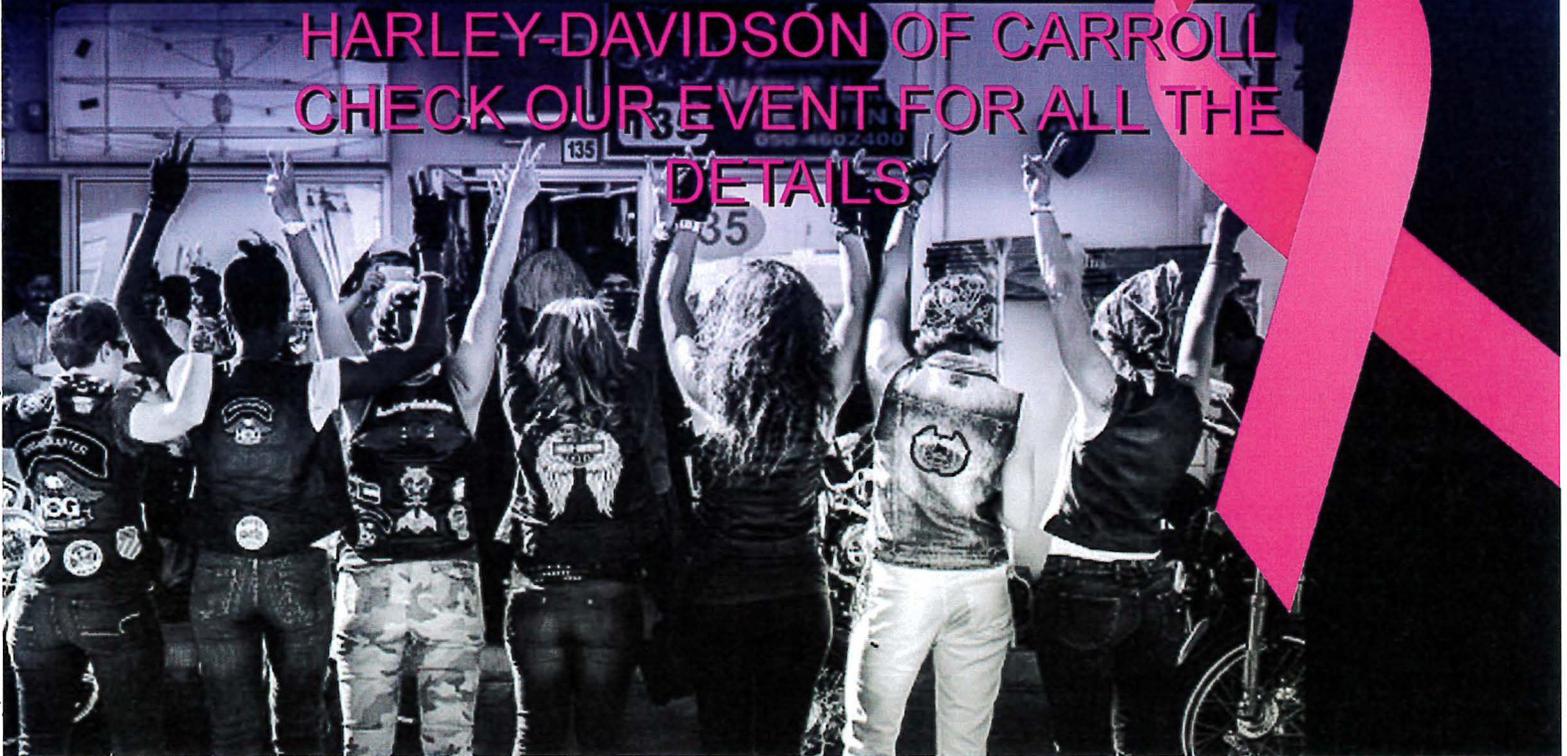
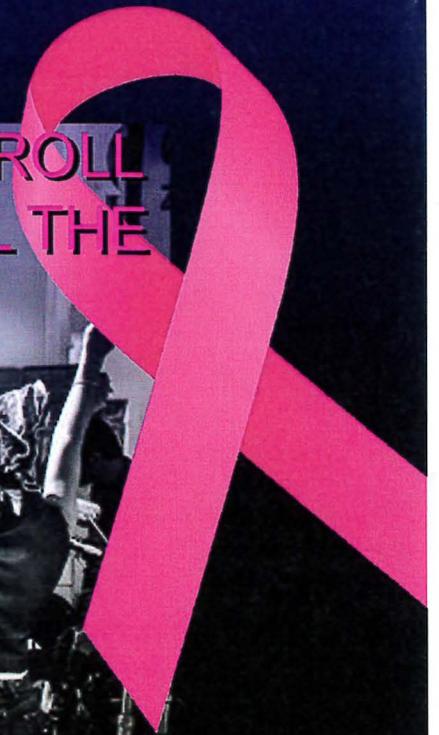
**WORLD RECORD  
ATTEMPT**



# Largest Women's Motorcycle Group Ride!

Help us attempt to break this world record  
and raise money for breast cancer  
research

AUGUST 1ST 2020 @  
HARLEY-DAVIDSON OF CARROLL  
CHECK OUR EVENT FOR ALL THE  
DETAILS



Terry Ruchti

Wade Adams

Harley-Davidson of Carroll

1327 Plaza Dr.

Carroll, IA 51401

712-792-1610

Hello, my name is Wade Adams and I am the General Manager at the Harley-Davidson of Carroll. We would like to be good neighbors and inform you of our event coming up on August 1<sup>st</sup>, 2020 at 9:30 a.m. Our event will be the Largest Women's Group Ride attempt; all proceeds will be going to the Susan G Komen of Greater Iowa. Volunteers are also welcome and appreciated! If you have any questions or concerns about our event please call 712-792-1610 and ask for Wade or Hally Bergren! Thank you

Sincerely, Terry Ruchti, owner, Wade Adams, General Manager

# 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 *M.P.W.*  
**FROM:** Jack Wardell, Director of Parks and Recreation *JW*  
**DATE:** March 3, 2020  
**SUBJECT:** Report of Proposal Openings – Parks & Cemetery Trucks – 2020  
➤ Report of Proposal Openings

## **Parks Truck: Pre-Bid Estimate: \$37,000.00**

On February 24, 2020 four proposals were opened at the time of the opening. Attached is the summary of the proposals received.

The lowest proposal was Wittrock Motor Company – Carroll, Iowa.

2020 Ram 3500 Regular Cab Chassis 4x4	\$36,687.00
Trade In 2000 Dodge 1500 w/flatbed - 76,000 miles	<u>\$(1,000.00)</u>
Total Cost	\$35,687.00

The truck met all specifications outlined in the proposal documents except 2j, the City requested for Flatbed-cab protection all to be powder coated black. However, no bidders were able to meet that specification. This was not known to the City staff at the time of writing up the specifications. The benefit to having the Flatbed powder coated is longevity of the bed.

## **Cemetery Truck: Pre-Bid Estimate: \$47,500.00**

Also, on February 24, 2020 three proposals were opened at the time of the opening. Attached is the summary of the bids received.

The lowest bid that met all the specifications was Champion Ford – Carroll, Iowa

2020 Ford F-550 Truck	\$53,593.00
Trade In 2001 Dodge 2500 – 59,000 miles	<u>\$(1,000.00)</u>
Total Cost	\$52,593.00

Champion Ford was able to powder coat the box on this truck and the other bidders were not able to powder coat the boxes.

## **Recommendations:**

- I. **Parks Truck:** For the Mayor and City Council consideration and approval to accept the proposal from Wittrock Motor Company – Carroll, Iowa for the total bid price of \$35,687.00.
  
- II. **Cemetery Truck:** For the Mayor and City Council consideration and approval to accept the proposal from Champion Ford – Carroll, Iowa for the total bid price of \$52,593.00.





# 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 *WSP w*

**DATE:** March 4, 2020

**SUBJECT:** Committee Reports

1. Library Board (meets 3<sup>rd</sup> or 4<sup>th</sup> Monday of month) –
2. Board of Adjustment (meets 1<sup>st</sup> Monday of month) –
3. Planning and Zoning Commission (meets 2<sup>nd</sup> Wednesday of month) –
4. Carroll Airport Commission (meets 2<sup>nd</sup> Monday of month) –
5. Parks, Recreation & Cultural Advisory Board (meets 3<sup>rd</sup> Monday of January, March, May, July, September and November) –
6. Carroll County Solid Waste Management Commission (meets 2<sup>nd</sup> Tuesday of month) –
7. Carroll Historic Preservation Commission (no regular meeting dates) – **February 20, 2020**
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

Carroll Historic Preservation Commission  
City of Carroll  
Meeting Minutes  
Thursday, February 20, 2020

Venue: City Hall Conference Room

Members of the City of Carroll Historic Preservation Commission met in Carroll City Hall on Thursday, February 20, 2020 at 10:00 am. Members present were: Chairperson Barbara Hackfort, Vicki Gach, Mary Baumhover, Carolyn Siemann and Joni Rutten. The meeting was called to order by Chairperson Barbara Hackfort.

The agenda was approved by consensus. The minutes of the October 17, 2019 meeting were approved with the correction to the third paragraph, second line, third last word, changing "meeting" to "building", on motion by Joni Rutten, seconded by Carolyn Siemann.

The second agenda item was the completion of the CLG Annual Report for 2019. The 2020 report will be required to be completed in a computer program, so Chairperson Barbara suggested that this Commission complete the 2019 report on the computer to prepare for next year. Vicki Gach entered the answers on her laptop. The state Commission also suggested that all the members participate in filling out the report.

In the process, members discussed local landmarks or local designation programs.

The third agenda item was the selection of a site for the Annual Project 2020 to do a site inventory. The McNabb building and the city cemetery were sites discussed. A motion made by Mary Baumhover and seconded by Joni Rutten, stating to "select the Carroll City Cemetery and its environs as a subject for the annual Project for 2020" was passed unanimously.

Under related business accounts, Chairperson Barbara Hackfort stated that Jacob Fiscus has resigned from the Commission and members discussed possible candidates to fill the position. The Chairperson will make some contacts of suggested persons.

The meeting was adjourned on motion by Joni Rutten, seconded by Carolyn Siemann. The next meeting time and place will be announced.

Respectfully submitted,  
Mary Baumhover, Secretary

*Note: These minutes will be officially approved at the next meeting.*

# 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 *MSP-W*

**DATE:** March 5, 2020

**SUBJECT:** Rental Housing Code

The City Council discussed the proposed Rental Housing Code at their February 10<sup>th</sup> council meeting. At that meeting the Council directed staff to have the proposed code presented at a future workshop of the council and also asked that the public submit comments on the code for the Council to discuss at the workshop.

That week staff set March 9<sup>th</sup> for the workshop and asked that comments on the Rental Housing Code be submitted to the City by 5:00 PM on February 27<sup>th</sup>. This was communicated to Carroll Broadcasting and Carroll Times Herald both whom ran stories on this. It was also communicated to key local rental housing property owners and it was posted on the City's social media page. A total of 21 comment letters were received and all are included with this memo. Comments that were specific to the code were compiled into a single document for the ease of the Council to review. General comments that were not specific to the proposed code were not included in the compiled document so all of the comment letters should be reviewed for the general comments. In the compiled document staff made remarks on some of the comments to explain a specific section of code or to explain why a section was written the way it was. Most of the items are ultimately policy decisions for the Council to discuss and make.

**RECOMMENDATION:** Mayor and City Council review and discuss the Rental Housing Code and the comments received during a workshop at the Council's March 9<sup>th</sup> meeting and provide direction to staff on how to proceed.

**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 31<sup>st</sup> of the following year. Renewals of rental permits shall be made annually between January 2<sup>nd</sup> and March 31<sup>st</sup>. 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 and such permits will be valid until March 31, 2022. 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

**Commented [MP1]:** Comment #67: What are the fees to obtain a rental permit?

Staff Remark: See page 33 and 34 of this document.

**Commented [MP2]:** Comment #62: What does a rental permit cover? Is each unit require a separate rental permit or is it an umbrella policy covering all units owned by the owner? What happens to other units if the permit is revoked because of one unit?

Comment #68: Rental permit an umbrella permit or needed for each property/unit?

Staff Remark: Each building will need a separate permit. All units in a building will be covered by one permit.

**Commented [MP3]:** Comment #66: How long are rental permits?

Staff Remark: Rental permits need to be obtained annually. Inspections would occur every 3 years.

**Commented [MP4]:** Comment #101: This section discusses a permit that a landlord has to obtain to rent out a property. The permit has an expiration date. Why the expiration date? By obtaining the permit, the city knows that this is a rental property and who owns it. That is not going to change every year, therefore, why the expiration date? If there is a complaint, you know who the permitted landlord is and can get a hold of that landlord and that landlord can address the problem.

Staff Remark: It is not unusual for rental codes to require an annual permit. Additionally, this approach allows the cost of the inspections to be spread out over three years versus having one larger inspection fee every three years.

**Commented [MP5]:** Comment #7. Change 30 days to 120 days.

Staff Remark: Notifying the City of an ownership change within 30 days is reasonable and allows the City to have current contact information of any new owners.

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.

**Commented [MP6]:** Comment #8. Page 7 , paragraph 1, 158.05. Add to line 7, If the Enforcement Officer is more than 20 minutes late for the inspection appointment scheduled by the owner or the property occupant, the Enforcement Officer will be responsible for scheduling the inspection at another time that is convenient to the occupant and owner.

**Staff Remark:**  
Regardless of the situation, staff will always work to schedule an inspection time that is convenient for the occupant and owner. This is evident with our recent completed water meter change over that occurred over the past three years. While we don't foresee being late to an appointment, if that would occur, we would work to schedule an inspection time that is convenient for the occupant and owner.

2. **Inspection of Rental Units.** Inspection of rental units shall be conducted upon

**Commented [MP7]:** Comment #69: Actual cost of inspection?

Staff Remark: The current proposed fees are as follows:

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

3/5/2020 - Working Document

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:

**Commented [MP8]:** Comment #25: MANY TENANTS WILL CALL THE CITY BEFORE INFORMING THE LANDLORDS- AND AGAIN WE WILL BE CHARGED THE \$35.00 fee

Staff Remark: A complaint based inspection would be considered an initial inspection and not a reinspection. No fee would be charged for the first inspection related to a complaint.

**Commented [MP9]:** Comment #61: What will the process be if a tenant calls the city without contacting the owner first? The owner should be the first contact and allowed time to make repairs.

What happens when the tenant calls numerous times and there is not an actual problem?

Ex. We had a tenant call us along with the police dept numerous times regarding his heat. Everything was working in his unit and the temperature registered at 71 degrees in the unit. He continued to call because he did not want to pay for the secondary baseboard heat that he was requesting. We supply the boiler and any additional heat is available by baseboard heaters.

Staff Remark: Agree. When a complaint is received, they will be asked if they contacted the property owner and if not, they will be instructed to do that first. Complaints from adjoining property owners will be taken without the requirement they contact the property owner first.

It is not uncommon for the City today to receive multiple complaints related to a particular situation that someone is unsatisfied about. Once a complaint has been reviewed and found to be unfounded no further action will be taken by the City.

**Commented [MP10]:** Comment #34: When there is a complaint from a tenant, it should be in a written form with the name of the tenant, photo I.D. representing that this person is our tenant, date, problem against the landlord and the main question of "WAS THE LANDLORD NOTIFIED OF THE PROBLEM BEFORE CONTACTING THE CITY?" Many disgruntled tenants will contact the city first as a means of getting even with their landlords. This ordinance will make this tool easier for them to turn on their landlords. If upon inspection the landlord is not notified or a complaint was not justified the tenant should be charged and not the landlord.

Staff Remark: First, the City has historically allowed anonymous complaints. People should feel safe in making a complaint without the fear of retribution. Tenants should contact the property owner first. To that end, when a complaint is received, they will be asked if they contacted the property owner and if not, they will be instructed to do that first. Complaints from adjoining property owners will be taken without the requirement they contact the property owner first.

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. If a unit becomes vacant and it has been at least 20 months from the last inspection of that unit an owner may, but the owner is not required to, request the City complete a regular inspection while the unit is vacant to avoid future disruption of the tenant.

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.

**Commented [MP11]:** Comment #2. Upon registering if property is vacant an inspection must take place before a tenant can move in. Registered property is then certified for 5 years or until new tenant happens. (If a property has been rented for 3 years and tenant moves out new inspection must take place, property owner gets 2 years of inspection fees back and 5-year limit restarts)

Upon registering if property is currently occupied: Once property becomes vacant again, inspection will be required to rent out property.

Exception: If tenant voluntarily files a complaint & requests inspection then house will be inspected & certified.

Comment #36: There are several other communities that have tried to do this inspection program and are now trying to reward the owners/Landlords by making the program go to a pay the fee the year you get inspected and then good for up to 4 years. This way the owners/Landlords that are not doing a good job, get penalized by having yearly or <4 year inspection cycle.

Staff Remark:

- It is a policy decision for the Council on the frequency of inspections. While a few codes staff reviewed had a five-year inspection cycle, the majority had a three-year inspection cycle. Also, in consultation with other agencies three years was the recommended rental housing inspection cycle.
- Based on a five-year inspection cycle, the commenter proposes that an inspection occurs if a renter moves out and it has been more than three years since. Additionally, part of their last inspection fee would be rebated for the remaining time until the next inspection is due. The rebated amounts would have to be covered by either general taxes or increased in future inspection fees.
- Other consideration: Similar to other programs the City works on, staff intends to work with property owners on finding times that are beneficial. Staff would not track when renters move out so requiring inspection.

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:

**Commented [MP12]:** Comment #70: Why would they not have to give 24-hour notice as required by law.

Staff Remark: An inspector will always work with the property owner and tenant to schedule an inspection that is convenient for them. Nothing will "just be scheduled" by the City and will always be coordinated between all parties.

**Commented [MP13]:** Comment #9: Change to : Enforcement Officer may enter each unit or premises during reasonable times, as determined by the owner or occupant to inspect and perform any action authorized by this chapter.

Staff Remark: Similar to current building inspections, inspections would also be scheduled in consultation with the property owner during regular business hours. Inspections would not automatically be scheduled and would always be coordinated with the owner. It would be unreasonable to require an inspector to conduct inspections outside regular business hours, which this proposed language could require.

**ORDER TO REPAIR, CORRECT AND COMPLY**

To: \_\_\_\_\_, Owner (and Tenant if applicable)

Re: \_\_\_\_\_, Location in Violation

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:

Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

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.

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.

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.

**Commented [MP14]:** Comment #3: If house is found to be out of certification standards property owner has 60 days to provide updates of work/completed work with checks every 30 days.

If after 60 day period the city works with tenants to find certified housing alternatives and fines the property owner a monetary amount per month until the house is in compliance or until tenant is moved into suitable housing.(the amount of fine should pay for moving costs and costs for city. Example \$1000 every 30 days-\$600 to the tenants being forced to move and \$400 for city costs )

Comment #10: Within one hundred and twenty (120) days. If a permit to perform the repair has been issued by the city, the owner is allowed three hundred and sixty (360) days from the date the permit was issued before the repair is considered out of compliance under section 158.08 of the Rental Housing Code.

The rationale for this change is getting cement or electrical work done on the 30 days suggested is not realistic due to the backlog of construction and repair work being done in the City of Carroll by contractors doing this type of work. We have current real life instances of this situation.

Staff Remark: For non-emergency repairs, there is no concern with a longer compliance period as suggested by the commenters. The code does provide a shorter compliance period for emergency issues (i.e. immediate life safety issues) which staff would recommend remain at 48 hours. Additionally, the City is not able to impose a civil penalty for cost a tenant would face if they were required to move from a rental housing unit. Finally, if a longer compliance schedule is going to be allowed, staff would suggest that the inspector still have discretion to require a shorter compliance schedule. For example, if a furnace or water heater needs replacement, both of which require permits, it is unreasonable to allow 360 days to repair and when there are sufficient contractors to complete such repairs in a few days.

**Commented [MP15]:** Comment #11: change 7 days to : fourteen (14) days.

Staff Remark: This is a policy discussion for the Council.

**Commented [MP16]:** Comment #12: Add the following to the first paragraph: Print copies of Municipal Code Of Ordinances shall be available to the public in print form for loan at City Hall and at the Carroll Public Library.

Staff Remark: Copies of the City Code are already available at City Hall, the Carroll Public Library and on our website. Adding this language would be redundant.

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.

**Commented [MP17]:** Comment #21: Add the following as paragraph 7. The code enforcement officer will develop and maintain a complaint form that will used as the official and only recognized method of filing a complaint against a rental property. This form will provide a space for the name and address of the person making the complaint, the name of the property own or the agent for the property owner, the date of the complaint, and description of the complaint. No action will be taken against the property if the person making the complaint has not given the owner or the agent for the property notice of the complaint verbally or in written form. The code enforcement officer will determine if the complaint is valid or invalid. If the code enforcement officer determines the complaint is valid, notification will be made to the property owner or agent of the property owner of the complaint within two business days after the complaint is on file. The code enforcement officer will provide the owner or owner's agent a copy of the complaint. The code enforcement officer will have five (5) business to schedule an inspect of the complaint with the owner or owner's agent and the tenant. The code enforcement office will keep a current record of the number and nature of all complaints. Upon request, members of the public may view a list of all complaints that are currently on file and for the previous two years.

**Staff Remark:** The City will develop a complaint form. As with other City issues, complaints will be accepted anonymously. Finally, under Iowa Code 22.7.18 the identity of an individual making a complaint is confidential and therefore could not be disclosed by the City.

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

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:

Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____

You are hereby ordered to vacate the above premises within 48 hours of your receipt of this order.

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.

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.

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.

**Commented [MP18]:** Comment #71: What if reason for vacating is caused by negligence of tenant?

Where will tenants go. Who will be responsible to find them housing? Who pays for temp housing?

What if repairs needed will not be completed due to lack of funds by owner? Who then pays for tenant's temp housing?

Staff Remark: An emergency order to vacate is for an extreme life safety situation that could lead to the immediate loss of life. It is difficult to imagine the exact situations this could cover but could include structural failure where a property would be subject to collapse. What would not be covered would be a hole in the drywall. While these two examples are extreme the point is an emergency order to vacate is something that would not be taken lightly and would even subject the City to liability if used incorrectly.

Questions on who would be responsible for the repairs or who pays for temporary housing are secondary to the fact that the situation is dire and needs to be immediately remedied.

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

**Commented [MP19]:** Comment #13: change three (3) to five (5) members. Delete, "who resides of the City of Carroll".

Staff Remark: This is a policy decision by the Council.

**Commented [MP20]:** Comment #60: Who will be on the board? If the mayor is appointing them will there be guidelines for qualifications, experience, previous landlord/tenant, current landlord tenant. Guarantee board will be impartial to anyone that is involved? An advisory board that would include both tenants, landlords, and community members could be an option?

Staff Remark: As with other boards and commissions of the City, individuals are sought from a range of backgrounds based on the board the City is looking for individuals to serve on. This would not be any different. State law provides that individuals with a conflict of interest need to disclose such conflict and abstain from voting on matters that they have a conflict related to.

**Commented [MP21]:** Comment #14: after "Mayor subject to the approval of the council." Add: Members of the board shall consist of one member who actively manages more than the (10) residential units in the City of Carroll, one member the actively manages less than ten (10) residential units in the City of Carroll, one member that is a tenant in a residential unit in the City of Carroll, one person that has knowledge of construction methods based on actual experience, and one person having a real estate license and is actively involved in the sale of real estate in Iowa.

Staff Remark: This is a policy decision by the Council. While it could be easy to make the initial appointments to the board, over time it could become difficult. Staff would recommend against being so specific and would suggest keeping it more general. Additionally, others in the community may have just as much of an interest. What about requiring property owners that do not own rental units but are living adjacent to a rental unit? The suggested language is a very narrow view of who has an interest in this issue.

**Commented [MP22]:** Comment #15 and #45: After "Secretary," insert, The city will provide any needed secretarial services to this board.

Staff Remark: This is already provided to all of the City's boards and commissions without this type of language elsewhere in the Code. This would be provided to this board without the need of this language.

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

**Commented [MP23]:** Comment #72: What is the definition of approved?

Staff Remark: This is language that is similar to other rental housing codes used by other cities in Iowa. Providing flexibility many times helps in the success of a code. When there may be a disagreement between the inspector and owner on how the code is being applied, an appeal to the housing appeals board is highly appropriate and the purpose of the appeals board being created.

**Commented [MP24]:** Comment #18 and #48: The following terms are vague, highly subjective, and need more specific definition or removed from the document. To run a business successfully, subjective items create difficulty in planning and implementing the daily maintenance and upkeep of any organization, large or small. Following are examples in the current Draft Code, that are of such a nature, that fair and unbiased inspections will be very difficult. And no, owners do not want to spend time in front of the Appeals Board defending their property from criteria that is in the mind of an inspector or other city employees.

Page 15 158.07 paragraph D. What is adequate space? Measurements should be given for the space that will pass inspection.

These are but a few example of vague and ambiguous terms that will lead to arguments and complaints to the newly created Housing Appeals Board.

Comment #73: What constitutes adequate space?

Staff Remark: This is language that is similar to other rental housing codes used by other cities in Iowa. Providing flexibility many times helps in the success of a code. When there may be a disagreement between the inspector and owner on how the code is being applied, an appeal to the housing appeals board is highly appropriate and the purpose of the appeals board being created.

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~~

**Commented [MP25]:** Comment #74: maybe – why wouldn't they if they were built to code?

Staff Remark: Older homes with inadequately sized egress openings put public safety personnel and volunteer fire fighters at risk. Smaller openings make it impossible to enter a window with needed air respirator equipment. Volunteer fire fighters should not be placed in this type of situation.

~~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.

**Commented [MP26]:** Comment #75: What constitutes safe use? Who decides what is adequate?

Staff Remark: This language is similar to what is used by other Iowa cities in rental housing codes. Current building code requirements (7 3/4 " max rise and 12" minimum run) would not be appropriate, especially to older units. Providing flexibility allows an inspector to review individual situations. Ultimately if there is a disagreement on a situation an appeal to the housing appeals board is highly appropriate and the purpose of the appeals board.

**Commented [MP27]:** Comment #76: Who set these guidelines? Owner provides boiler heat along with baseboard heating – tenant refuses to use baseboard heaters so they don't have to pay for it.

Staff Remark: As long as the permanent heating system, in the above example both boiler heat and baseboard heat, can maintain these temperatures then there would be no violation. A property owner is not required to pay for heat, simply that they have a permanent heating system that can maintain the minimum temperatures.

The World Health Organization's standard for minimum warmth for all individuals is 20 °C (68 °F).

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

**Commented [MP28]:** Comment #57: We are not responsible if tenants choose to sleep in areas that are not meant for that purpose, that is out of our control.

Staff Remark: Agree; however, it is a shared responsibility to ensure that spaces that are not intended for sleeping are not used for sleeping. The tenant's responsibility is addressed in section 158.09 RESPONSIBILITIES OF OCCUPANTS paragraph 8.

**Commented [MP29]:** Comment #77: How will owners know when or who is going to be sleeping in each room. How do you police that? Many time closets are used as bedrooms even after tenant has been told it is unacceptable. Tenant can not afford additional rent for additional people so half the time we are not even aware extra people are living there and using unauthorized areas. By the time you go to inspect after 24 hour notice there is no evidence or way to prove.

Staff Remark: Agree; however, it is a shared responsibility to ensure that spaces that are not intended for sleeping are not used for sleeping. The tenant's responsibility is addressed in section 158.09 RESPONSIBILITIES OF OCCUPANTS paragraph 8.

Not only does this place the individual in danger but is a situation that also places public safety personnel in danger, especially when there is a fire. When there is a fire, Volunteer Firefighters will risk their life to retrieve individuals that are in unapproved and difficult to access locations.

**Commented [MP30]:** Comment #112: There are some areas in the code that specify certain dimensions of rooms and slanted ceiling heights, etc. Many of the rental houses in Carroll are older homes and some homes may have to be renovated quite a bit to comply with these codes. Many homeowners probably have certain areas in their homes that may not meet the standards of these codes either.

**Commented [MP31]:** Comment #78: What is adequate? Who determines?

Staff Remark: This language is similar to what is used by other Iowa cities in rental housing codes. Providing flexibility allows an inspector to review individual situations. Ultimately if there is a disagreement on a situation an appeal to the housing appeals board is highly appropriate and the purpose of the appeals board.

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 or hung inside a cabinet under the kitchen sink. Extinguishers may not be located or mounted over the kitchen range (stove/oven).

**Commented [MP32]:** Comment #79: See comment #91 on page 26)

**Commented [MP33]:** Comment #103: As far as fire extinguishers, is the city going to give instructions to the tenants on how to use one? Do you all on the council have a fire extinguisher in your home?

Staff Remark: Fire extinguishers can be a small but important part of the home fire safety plan. They can save lives and property by putting out a small fire or suppressing it until the fire department arrives. Small fires that could be put out with a fire extinguisher many times lead to larger fires with major damage by the time the fire department arrives. This also places public safety personnel in jeopardy for something that could have been stopped before it becomes an issue.

**Commented [MP34]:** Comment #31: My tenants would prefer buying their own fire extinguishers but if I have to install one on page 19 line 16, it says I have to have it properly hung. I do not feel in the code it should read properly hung because in some units it might not be in a proper place as in a living room or kitchen that would ruin their decor and look like an institution Instead of a home. I would like to have one possibly put inside a cabinet or closet. No woman would tolerate a fire extinguisher full view in any living area exposed in their decor. Where is yours exposed or is it in a closet ??? What is the 1st thing we are told when there is a fire--"GET OUT OF THE HOUSE AND CALL 911 So if a tenant goes for a fire extinguisher and then gets smoke inhalation in trying to get the fire out. Just who is liable? We both know the city will not be responsible. Again the landlord. No one wants to be a hero. Lives are the most important to get out of the fire. Where is the safety for an untrained person to put out a fire?

Staff Remark: Clarification has been added that a fire extinguisher may be located in a cabinet under the kitchen sink. No one is suggesting that an untrained person should put out a fire that they feel uncomfortable addressing; however, in many cases kitchen fires can be put out before they become larger fires.

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.

**Commented [MP35]:** Comment #56: It should not be landlord's responsibility for smoke detectors that tenants have disassembled, removed, taken out battery, etc., we provide the smoke detectors but they take them apart.

Staff Remark: Agree. Language has been added

**Commented [MP36]:** Comment #80: Why 1 in each bedroom? Is that Iowa Code? No?

Comment #102: Our concern in this section is the smoke detectors and fire extinguisher. The state code does not require a smoke detector in each bedroom. Do you all on the council have a smoke detector in each bedroom? We do not.

Staff Remark: Iowa Code requires 1 in each bedroom in bedrooms built on or after July 1, 1991 and in "immediate proximity" of all bedrooms for units built prior to July 1, 1991. With that said, this requirement is not unusual in communities with rental codes and with a volunteer Fire Department. Cities are permitted to have codes that are more restrictive than state law. They can not have a code that is less restrictive than state law.

**Commented [MP37]:** Comment #81: State requirements for CO2 detectors?

Staff Remark: This section follows Iowa Code 100.18, which requires a carbon monoxide detector in rental units with gas furnace or attached garages.

**Commented [MP38]:** Comment #19 & #49 (Also see comment #18): "adequate size suitable for the storage of food and eating and cooking utensils" Once again, a square foot measurement is necessary.

Staff Remark: This is language that is similar to other rental housing codes used by other cities in Iowa. Providing flexibility many times helps in the success of a code. When there may be a disagreement between the inspector and owner on how the code is being applied, an appeal to the housing appeals board is highly appropriate and the purpose of the appeals board being created.

(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.

**Commented [MP39]:** Comment #82: We try to have blinds in every unit and ¼ of them are broken, tore off, or inoperable due to tenant behavior. Who pays to have those replaced? If they do not value their privacy why should we continually fix or provide new window covering for existing tenants?

Comment #104: Another concern in this area is the "shades, draperies, and window coverings". Is that Safety? The issue of whether the landlord should supply window coverings should be between the tenant and the landlord.

#### 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.

**Commented [MP40]:** Comment #83: How is that even possible? What would you do to make sure a mouse, snake, spider will not get in. Even brand new homes built can not guarantee rodent or insect proof.

**Commented [MP41]:** Comment #20 & #50 (Also see comment #18 and #19): Define "reasonably well".

Staff Remark: This is language that is similar to other rental housing codes used by other cities in Iowa. Providing flexibility many times helps in the success of a code. When there may be a disagreement between the inspector and owner on how the code is being applied, an appeal to the housing appeals board is highly appropriate and the purpose of the appeals board being created.

**Commented [MP42]:** Comment #84: Many time tenants take doors off rooms, closets or anywhere they feel it is not needed.

**Commented [MP43]:** Comment #85: Windows broke by tenants. Locks on windows broke off, windows left open because owner pays for heat, screens ripped or pulled out due to children running thru them or negligence of tenant. What recourse do owners have?

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.

**Commented [MP44]:** Comment #86: Who decides what is reasonable?

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.

**Commented [MP45]:** Comment #87: Who decides what is suitable? Landscaping can vary widely.

**Commented [MP46]:** Comment #16 & #46: delete, "with grass, trees, shrubs, or other planted", with ground cover.

Staff Remark: This could be left to be overly vague. What is acceptable to one could be unacceptable to others. Would gravel be an acceptable ground cover? Weeds? Tires?

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.

**Commented [MP47]:** Comment #55: Landlords should not be responsible for tenants placing items in the way of control panels.

Staff Remark: Agree. Language to this affect has been added to 158.09.09.

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.

**Commented [MP48]:** Comment #88: Toilets running or leaking and tenant does not make owner aware. Most don't care because owner pays water and there is not repercussion to tenants.

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

Numerous stoppage because of item put in plumbing – sinks, toilets that do not belong there. Ex food in kitchen sink, toys in toilet – sanitary product, wipes.. Who takes care of that?

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.

**Commented [MP49]:** Comment #32: gas lines that were put in when built should be grandfathered in now.

Staff Remark: Agree. Rigid iron piping has always been required for gas appliances. The language has been revised to allow both rigid iron piping and rigid black iron piping.

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.

**Commented [MP50]:** Comment #89: Bathrooms not kept in sanitary condition – even with young children living in units Therefore causing further damage or necessitating replacement of floors.

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.

**Commented [MP51]:** Comment #90: What if tenant breaks/who is responsible? If unit breaks then changes to tenant replacing.

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.

**Commented [MP52]:** Comment #91: Why is that the responsibility of owner? Insurance doesn't require one – Why should the City? Who is going to teach tenant to use? Damage can be done with improper or non-emergency use of fire extinguisher. Who is going to cover those damages? Tenant may feel they don't need to call fire department if they think they can put out themselves. Tenants should call 911 right away and leave residence.

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.

**Commented [MP53]:** Comment #6 & 44: To the paragraph in first line start with the following: "Whenever only one unit of a dwelling is infected with insects or other pests, the occupant of the infected unit will be responsible for extermination." When infestation exists in two or more of the dwellings units.... ( continue as written in the code)

Staff Remark: While this comment has merit, when only one unit is involved this should be left up to the owner/tenant.

**Commented [MP54]:** Comment #92. From past experience pest issues are not resolved because tenant does not do necessary items to keep their unit pest free. Pests then travel to other units. Ex – cockroaches – tenant does not keep food, garbage cleaned up or does not even make owner aware because of the way they live in unit. Ex = bed bugs = extensive washing/drying of everything in unit is necessary to rid bed bugs – multiple treatments are sometimes necessary and tenant does not do required checklist – who's going to pay for?

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.

**Commented [MP55]:** Comment #93: Who decides what constitute safe and sanitary?

**Commented [MP56]:** Comment #17 & #47: "agreement", add, ore explained in written form that signed by the occupant and owner.

Staff Remark: That would be covered in the language as currently proposed.

**Commented [MP57]:** Comment #41: Fences - What exactly will be the wording?? These are but a few examples of vague and ambiguous terms that will lead to arguments and complaints to the newly created Housing Appeals Board.

Staff Remark: The proposed language allows discretion on the part of the inspector. As has been cited in several court cases over the years and used by the US Supreme Court "I know it when I see it" and is why there is an appeals board available to take concerns to.

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.

**Commented [MP58]:** Comment #94: Garbage facilities are provided and tenant still leaves in hallways, their closets or dumps right outside of dumpster.

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.

**Commented [MP59]:** Comment #95: Who and how is it decide the occupancy 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.

Staff Remark: It will be based on the "Minimum Space, Use and Location Requirements" for a sleeping room listed in section 158.07.13.B.

3/5/2020 - Working Document

**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.

**Commented [MP60]:** Comment #65: What is the city going to do to help property owners?

Ex. Tenant destroys property, tenant does not hold up there end of the lease, drugs or illegal activities are found in the unit, (Police are unable to do anything specifically even if brought in to the apartment as when it goes to court it gets dismissed as they have no way of actually proving who the drugs belong to), tenant living in filthy, unsanitary conditions and refuse to clean unit, tenants are purposely damaging unit and then refuse to pay rent?

- See attached thumb drive for pics of tenant damages and living conditions

How will the process work if tenant is found to be in violation of their responsibilities?

Staff Remark: The proposed rental code provides some remedies to address these concerns, the City is limited on how it can address this type of situation. Ultimately, a lease agreement is between the tenant and property owner, and not the City and tenant. The property owner is the first line of defense and to that end they need to actively manage their property to ensure they don't have an issue.

A tenant that is found in violation of the rental housing code could be subject to the penalties found in Section 158.10. Generally, the City works to remedy an issue and would use the penalty section as a last resort.

**Commented [MP61]:** Comment #96: Who is going to enforce these responsibilities? When numerous inspections are needed who is going to pay for inspections? Should be tenants. Tenants will not call and let anyone know if there is a chance they will be responsible.

Staff Remark: If there is a violation found during an inspection related to items listed in section 158.09, the property owner generally will not be held responsible as these would generally be out of their control. A property owner would not be charged a reinspection fee for these types of items and ultimately the City could impose a fine as outlined in section 158.10; however, issuing a fine would be a last resort if compliance could not be reached.

**Commented [MP62]:** Comment #105: How do you think we or the city are going to get the occupant to apply to these? Sometimes there are tenants who trash our properties and leave junk on the premises. Some homeowners have junk and trash on their properties too.

Staff Remark: As with other areas of the City Code, the City works toward compliance and would in this case. There are other properties that have junk and trash on them and when they are discovered the City will work with the property owner to address the issue. This happens a number of times each year.

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.

9. Electrical Systems. Every occupant of a dwelling unit or rooming unit shall not block and shall keep free access to the unit's electrical systems.

**Commented [MP63]:** Comment #53: If a tenant has combustible materials on the property, it should not be landlord's responsibility for proper storage.

Staff Remark: Agree. This is under the "responsibility of occupants" section.

**Commented [MP64]:** Comment #54: Unproper use of extension cords by tenants is out of our control, we should not be liable for those

Staff Remark: Agree. This is under the "responsibility of occupants" section.

**Commented [MP65]:** Comment #97: Again – who is going to enforce this – tenants that have the electrical turned off due to non payment then use extension cords to plug into the common areas. Then what??

**Commented [MP66]:** Comment #98: Do you think tenants are going to let owner know if there is more people living there? Extremely hard to prove how many people actually live there – Even with video camera and seeing the amount of people in and out each night – tenants do not admit anyone else living there.

Comment #106: As far as occupancy control, there are tenants who all of a sudden have their cousin, friend and/or a pet not allowed in the lease to move in. We as landlords do not have much power to get them out. Will the city help then?

Staff Remark: Not only does this place the individual in danger but is a situation that also places public safety personnel in danger, especially when there is a fire. When there is a fire, Volunteer Firefighters will risk their life to retrieve individuals that are in unapproved and difficult to access locations. When the City is made aware that too many individuals are residing in a property the City Code can be used to address the situation. The rental housing code does not address pets. This would be an issue between the property owner and tenant.

8-10. Early Warning Fire Protection. Every occupant of a dwelling unit or rooming unit shall not disassemble, remove, remove batteries, or otherwise tamper with any early warning fire protection device provided in a unit.

**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.

**Commented [MP67]:** Comment #99: Penalties ? = \$ Who decides the penalties, order for abatement?

Comment #107: There is talk about a penalty. Who pays the penalty? The landlord? The tenant? And who receives the money? Certainly not the landlord whose property is being destroyed.

Staff Remark: Based on current codes that are in place, penalties are rare. Only when the City cannot achieve voluntary compliance will the City turn to penalties. The first option has never been to fine or penalize anyone.

On the rare occasion that a penalty would be imposed the fees would go to the City. The City can not create a system that would reimburse a property owner for any loss. That would be a civil issue between the property owner and the tenant.

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

**Commented [MP68]:** Comment #1. All current and future rental properties registered with the city (\$5 annually).

Staff Remark: Commenter later proposes that the City charge a rental inspection fee. Based on what other communities in our area are doing, staff believes an inspection will cost the City approximately \$80 to \$120 per unit to conduct. Changes would need to be made to the inspection fee schedule to account for the lower annual fee.

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

**Commented [MP69]:** Comment #24: Many of the codes say at the discretion of the inspector- we may feel we are within bounds and the inspector says we are not- and then we are charged the \$35.00 fee.

Staff Remark: Staff intends to work with owners and if there is a disagreement, staff will work with the owner to address their concerns to avoid reinspection fee. Additionally, if there is a single simple violation, staff again will work with the property owner to correct the issue and avoid a reinspection fee in those cases.

**Commented [MP70]:** Comment #22: FIRST reinspection fee should be free of charge.

Staff Remark: This is a policy decision for the Council. The fee structure was developed based on the direction that the Council wanted fees to be revenue neutral.

**Commented [MP71]:** Comment #26: Contractors have to get a building permit but when their inspections fail, they get reinspected for free until it is corrected. Why are the contractors treated better than landlords?

Comment #39: Reinspection fee? Contractors don't have to pay for any reinspection

Staff Remark: The fees paid for building permits include customary reinspection fees. If it is expected that the regular rental permit fee would cover reinspections then the annual permit fee would need to increase. While the City has not historically charged a reinspection fee for building permits, the City Code 155.34 does permit it if there would be excessive reinspections. We view that similarly to what is planned for rental housing inspections and the inspector will have discretion on when to charge a reinspection fee.

3/5/2020 - Working Document



## 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.

**Commented [MP72]:** Comment #23: On your rental housing maintenance guide it says " While it is impossible to list all violations of the housing code that may occur, this list contains violations that are commonly found during routine inspections." There again is vague codes as to what really will the codes be and how many additional codes can be added without us even knowing about them.

**Staff Remark:** The rental housing maintenance guide is exactly that, a guide. It would be impossible to regurgitate the entire City Code in a guide. The guide is meant to list the major components that will be checked. Areas of the City Code that are not noted in the guide will be subject to inspection.

## EXTERIOR PROPERTY/AREA

### Property Maintenance Code

YES	NO	Description/Detail	Code Section
		All Windows/Doors Functional	158.08.1/2
		Property does not have unpainted or peeling paint in excess of 50% of the area	158.08.6
		Property has a paved approach from street to property line. <u>Existing gravel driveways installed prior to the Spring of 2017 are permitted to remain but may not be expanded.</u>	170.08
		Property has all vehicles parked on approved surfaces	69.15
		Property does NOT have an accumulation of weeds and brush	50.02.9
		Property does NOT have an accumulation of garbage or debris	158.08.24
		Property does NOT have any Junk Vehicles on site	51.02
		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
		Property has house numbers clearly visible from the streets	150.02

**Commented [MP73]:** Comment #29: Checklist- property has a paved approach from street to property line Code 170.08 should be grandfathered in.

Comment #40: Concrete Approaches - being discussed to be grandfathered in.

Comment # 109: A paved approach from street to property line is not safety oriented. Yes, it would look better but that is not a safety issue. Many homeowners have gravel approaches. Many homeowners also have other issues listed in this maintenance area. Homeowners should have to comply also.

Staff Remark: Agree. This code section was adopted by the City on November 9, 2015. The City has access to aerial photos from the Spring 2017 and would propose that we use that as the grandfather date since that is after the code was adopted and we have access to aerial photos that can show if a driveway was paved or not. This section applies to all properties, owner occupied and rental.

**Commented [MP74]:** Comment #52: Landlords should not be responsible for the tenants parking on unapproved surfaces when we have provided parking surfaces (code 69.15).

Staff Remark: While the City will work to have a tenant comply, ultimately the property owner is responsible on how the property is being used. The lease agreement is between the tenant and property owner, and not the City and tenant.

**Commented [MP75]:** Comment #30: Issues dealing with exteriors home and property such as lawn, shrubs, fences, retaining wall brush, weeds, trees should be written in for ALL HOMEOWNERS AND LANDLORDS EQUALLY not to be discriminated against landlords.

Staff Remark: As you review the checklist, any item with a code section other than Chapter 158 would apply to homeowners equally. While some may feel this is targeting only rental properties, one duty of the new code enforcement officer is to conduct code enforcement on non-rental properties along with rental properties.

**Commented [MP76]:** Comment #108: When our tenants move in there is no trash, accumulation of weeds, junk vehicles etc. If tenants accumulate these and don't cooperate with our request to clean up this stuff, are you going to help them comply to get rid of it?

Staff Remark: While the City will work with both parties to address the issue the City only has enforcement powers with the owner. A lease agreement is between the tenant and property owner, and not the City and tenant.

**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

**Commented [MP77]:** Comment #27: On the checklist electrical panel must be clearly labeled and circuits marked. What makes this a safety issue???? My tenants are not allowed to do anything with the wiring except trip breakers and change the fuses. If there was a fire, the fire department would pull the main switch and not look at the labels. All older homes should have been grandfathered in at that time-it passed all codes at that time. So it should only be changed if a major remodeling is done to update the system. I am invading my tenants' privacy by going into their bedrooms etc and moving their furniture and belongings in order to check the circuit breakers. Where is their privacy???? Our insurance companies will not insure us if our wiring is not up to code.

Comment #42: Electrical panel has to be clearly labeled. If we mark them and potential liability. They are not supposed to be in the panel. Fire safety comment and they will shut off at the main.

Staff Remark: This has been required in the City of Carroll since 1983 for both new construction and when a property is rewired. The main point is that all circuit breakers should be clearly labeled to their purpose, leaving nobody wondering what they do or do not control. As well, the identification cannot be dependent on transient conditions of occupancy.

**Commented [MP78]:** Comment #110: Tenants are going to use extension cords. We are not going to be able to control this.

**Commented [MP79]:** Comment #28: On the same checklist- what does " the proper overcurrent protection is installed" mean?

Comment #43: We talked about over current statement, which not sure what this means.

Comment #111: As far as marking the electrical room, we can just tell and show our tenants where it is. We do this with every renter. They aren't going to just forget where it is.

Staff Remark: The inspector will check to ensure that the overcurrent protection (fuse/circuit breaker) is properly sized for the wire gauge (size) of the circuit it is protecting. For example, for a #14 gauge wire the maximum AMP permitted is 15 AMP, #12 gauge wire is 20 AMP, #10 gauge wire is 30 AMP and #8 gauge wire is 40-45 AMP.

**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

3/5/2020 - Working Document

### **Other Non Code Specific Items Items**

Comment #4: The City of St. Joe Missouri has started a rental housing inspection that has significant merit for the City of Carroll. For the first year of the program, the city makes inspections of all rental housing with no fee. If the property does pass the first inspection, no further inspections are made for five years. The property owner does pay a fee each year after the first year. If the property does not pass the inspection in the first year, the property owner has the opportunity to bring the property up to code within the first year. The property is again inspected after the repair is made. This second inspection has a fee attached. St. Joe started this program July 1, 2019, with the first year ending July 1, 2020. All of this is on the city web site.

Staff Remark: These are policy items for the Council to decide.

Comment #5: St. Joe also has a form for complaints against a property owner that has merit, compared to the City of Carroll. This form is on the St. Joe web site. The items on the form that are significant are identification from the renter and a written description of the specific complaint. This is opposed to the Carroll method of complaint. All readers that have read this far should initial the bottom of the page.

Staff Remark: The City will look at this form for a complaint form for use in the City of Carroll.

Comment #33: Snow removal --- you will now have a database of all landlords and properties and if snow is not removed on time, the notice to remove snow should be given to the person living there as well as the landlords. The person paying the water bill should be charged and not the landlord. If the landlord expects the tenant to do snow removal and does not do it and landlords are not notified, we should not be billed.

Staff Remark: Under State and City Law, property owners and not tenants are responsible for snow removal. When a sidewalk is not cleared, City personnel will attempt to contact both the tenant and property owner; however, if we are not able to make contact, the City will proceed with snow removal if it is not removed after 48 hours.

Comment #35: I understand we have an ordinance for Carroll for trailers and campers that are parked on lawns etc. Now another ordinance wants to get passed. Why is that ordinance not being put into effect? After our 1st meeting on the rental proposal held at the fire department on our way home, we saw plenty of campers not on concrete. If you want to clean up Carroll, why is this ordinance not enforced? I even saw a sheriff's car parked on the lawn. Are some people exempt? Same goes for this ordinance. Shouldn't all people be treated equally? Homeowners/landlords, tenants, young or elderly, rich or poor.

Staff Remark: We enforce our ordinances equally and when we see a violation the expectation is to enforce it. If you see something you feel we are not enforcing equally please let the City know and we will investigate it.

Comment #37: Due to the length of the comment, they are not being retyped in this section. See letter "Q", page 2 and 3 noted as comment #37. In general terms the comments discuss various fee structures, frequency, and number of inspections completed on multi-unit buildings.

Staff Remark: These are policy items for the Council to decide.

Comment #38: Can the city legally come after a LL, if the code is above and beyond the federal or state code'?

Staff Remark: Yes, a city can not be less restrictive than federal or state code but they can be more restrictive.

Comment #51: I do not feel that landlords should be responsible for delinquent utility bills that are in the tenant's names. No other utility should be allowed to go after landlords (i.e. Western Iowa Networks, CenturyLink, Mid-American Energy, Mediacom, etc.).

Staff Remark: This is a rental housing code and does not have anything to do with utility billing.

Comment #58: If it is stated that tenants are responsible for maintaining sidewalks and lawns, how can landlords be responsible for those actions of neglected lawns and snow removal?

Staff Remark: Ultimately the property owner is responsible for how the property is maintained. The lease agreement is between the tenant and property owner, and not the City and tenant.

Comment #59: Why are rental properties being held to higher standards than an owner occupied property? Why would we not follow the Iowa Code>Chapter 562A – Uniform Residential Landlord and Tenant Law?

Staff Remark: Iowa Code Chapter 562A provides a minimum standard for rental housing in Iowa. Iowa Code Chapter 364.17 and specifically 364.17.7 for the City of Carroll, permits cities to adopt a housing code including rental housing. This is seen as a first step and the Council is considering the development of a property maintenance code for owner occupied properties as a second step in the future.

Comment #63: Is this ordinance only valid for properties within city limits?

Staff Remark: Yes. This ordinance only applies to properties in the City of Carroll.

Comment #64: Low income homeowners are protected by HUD? Why would there need to be additional governing by the city?

Staff Remark: Iowa Code Chapter 364.17 does not permit an exception from a City's housing code for properties that complete a HUD inspection.

Comment #100: Copy of city's code of ordinance? Copy of State of Iowa Code? Are these provisions included in these or are they above and beyond these codes?

Staff Remark: The proposed rental housing code is not currently in the Carroll City Code but if this proposed code is approved, it would be part of the Carroll Code of Ordinances at that time. Iowa Code Chapter 364.17 permits cities to adopt a housing code including rental housing.

Comment #113: We feel that this proposal is definitely an overreach of the government. We feel that there should not be any Rental Housing Code. But like we said before, that has already been decided by the city without first involving the landlord community. Here are some suggestions if the city is going to pass this Rental Housing Code despite our argument against it:

After permit/registration of a rental property there would be a one-time inspection.  
The landlords would have to comply with the regulations.  
Thereafter, tenants would be given a list of those laws and regulations.  
If there is an issue the tenant would contact the landlord first.  
If the problem does not get fixed, the tenant could contact the City of Carroll.  
The City of Carroll would get in touch with the landlord.  
If the issue is still not fixed, then a fine or loss of permit/registration.  
There should not be a yearly fee or inspection every three years.  
There should not be another inspection unless complaint.

In conclusion, we feel that there should not be any Rental Housing Code. A rental agreement/lease is between a landlord and a tenant, not the city. The city needs to stay out of the agreement that the landlord makes with the tenant. The council could not even come up with a number of complaints to justify this type of code or the hiring of a full time code enforcement officer. Just because other cities have implemented this type of rental code, does not mean that it is a good fit for Carroll.

General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 13, 2020 12:26 PM  
To: Mike Pogge-Weaver; Greg Schreck  
Subject: FW: Rental Discussion

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From: Deb Bender <deb\_bender44@hotmail.com>  
Sent: Thursday, February 13, 2020 11:15 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental Discussion

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

My name is Deb Beyerink. I have rented one of David Farrells home for 11 years at 1405 North Adams Street. My Landlord is one of the best in the city of Carroll. Everything that I have asked for or when I put in a service request for my home, Dave is right there to accomodate. Either the plumber, electrician, handy man is called and the problem is fixed. I have a very safe home to live in with my husband and pets. We have fire extinguishers, smoke alarms, railing on front step, shrubs and bushes are kept trimmed and trees have been removed.. I recently became disabled due to a Respiratory Disease and was forced to quit my employment of 13 years. My husband is still working and now we are on a limited income.

I believe that if you go through with this proposal for the Rental Housing Code, this will punish the good landlords and good tenants. I am afraid that our rent will increase now with your fees, and inspections. I have lived in Carroll for over 30 years, and have seen some of the properties that are owned and not rented, in worse shape than my rental home is. Driveways are crowded, Junk and junk cars are setting on lawns, overgrown bushes and weeds, which create habitat for nuisance animals in neighborhoods. I wish that you would just single out the landlords that are not keeping their property up to code and assess fees and inspections for them.

I really do not want to start looking for housing in a small town near Carroll because of rent increases.. Since you asked for discussion on this issue, please take into consideration my letter.

Thank you for your time,

Deb Beyerink 712-790-7862

General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 13, 2020 4:47 PM  
To: Mike Pogge-Weaver; Greg Schreck  
Subject: FW: Rental Housing

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From: Kathy Hodges <khodges10@hotmail.com>  
Sent: Thursday, February 13, 2020 4:20 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental Housing

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

First let me say that I have never rented in Carroll but a family member has. She had a good experience with a good landlord that took responsibility for the property. From my perspective you have a couple of landlords in town that do not do a good job of taking care of their rental properties. I know this because I drive past some of the properties every day. I personally think that you should deal with the problem landlords and leave the others alone.

Kathy Hodges

General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Friday, February 14, 2020 8:09 AM  
To: Mike Pogge-Weaver; Greg Schreck  
Subject: FW: Rental Housing

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From: Adam Schweers <adam@computerconceptsia.com>  
Sent: Thursday, February 13, 2020 6:55 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>; Mike Pogge-Weaver <mpoggeweaver@cityofcarroll.com>  
Subject: Rental Housing

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good evening,

I understand the motivation to create a rental housing code but we are two decades late unfortunately.

As all the homes owned by Clair Otto, Joe Halbur and a few other older, dead or dying members of the community are passing on to the Haukap boys, Dan Drake and a number of other younger people who we are seeing put needed work back in. I'm confident this will continue for another 10 years and with some decent promotion of tax abatement and partnerships with Region XII and potentially getting aggressive with other state grant programs we should really see existing stock take steps forward in the future.

Kanne's may still somewhat "put lipstick on the pig" but when a water heater is needed, electric upgrade is needed or new concrete needs pored they have a tendency to get it done. They are often flipping homes instead of renting which gets more owner occupied and is good for the community as well.

It was noted in the meeting that the management of the Fairview apartments has changed again, they have greatly reduced their occupancy and numbers of full out of state HUD applicants and seem to be making an effort of cleaning things up.

The points about the fact that our building department could be a bit "busier" is valid and will be as we see slower building permit numbers which is sure to be the case the next 10 years to do economics. I will say if this new person is going to take on sidewalks and other code related issues we definitely need a new person outside of Greg, Perry and Carrey. That said I can assure you that the Council, Mayor and City Manager are going to have to have extremely thick skin as the person occupying this position will quickly be the most hated person in Carroll.

A point was made Monday about "what is being done to protect the landlords" and I feel their pain. Perhaps you guys should get the local magistrate and attorneys in the room with the PD Chief and Sherriff and have a discussion about this. There are way more laws protecting tenants then of landlords at this time and landlords have to spend hundreds and sometimes thousands of dollars to evict someone that has not paid rent and trashed a home. The tenant has more rights plain and simple and I'm sure that is why Chief Burke didn't pipe up and say something when asked why a landlord found out after the fact that the PD had been at their property 35 times.

There is a huge disconnect at this time between the public servants keeping us and our property safe and what needs done to actually protect the property. The last thing us landlords want is a tenant that trashes the place, files a complaint as they are being evicted and then have the city send the inspector to fine us. That literally could happen.

For you to put code in place now that essentially holds landlords at an even higher standard when many properties are turning over to better more progressive future landlords and without looking at how we can be more proactive with "bad apple tenants" is only going to cost landlords more money and as was pointed out drive up the cost of living in Carroll.

I personally hate being told "Carroll is too expensive to live". It is a factor that limits us in population growth and perception unfortunately is peoples reality.

I have been reluctant to be publicly vocal on this topic as I believe the City Council's intent is good. I'm also a former elected official and current landlord which provides me a lot more insight. I have also taken advantage of the first Abatement Carroll has offered in terms of redevelopment and I greatly appreciate that.

I wanted to stand up the other night and suggest that only people that can afford full time and or at a minimum 25 hour per week building managers should own rental property but as you know full well that would have not have gone over well. Again with 69 apartments and several commercial spaces I have the infrastructure that requires this but not everyone does and there creates the challenge.

Who I didn't see at the meeting was the Schreck's and Heuton's of the world that have built new apartments in the last 20 years in Carroll. What is their input on this new fee and rain of additional potential costs?

For me I don't believe it is fair for me to be inspected by HUD at one building, pay a full time building manager, pay a full time maintenance person, pay a pest control guy to be on property monthly, pay Feld fire for quarterly controls and extinguisher inspection, pay to have my apartments inspected monthly, pay to change the batteries in all smoke detectors and test bi-annually and do all the other things we do at our two buildings and then be charged an additional \$515 per year at one building and \$225 at another building per year plus a fee when they come around to inspect.

I completely understand that complaint base does not work as you will have every neighbor in town tattling on the other and you don't want to deal with it. Frankly there are people that would sabotage another person's property to get the other in trouble (Hatfield's and McCoy's).

I moved here in 1997 and literally had to live out of my car for a couple months until I found a house to rent with 3 other guys. Our rental housing stock has been terrible for a long time in terms of quality and affordability. The house was literally sinking into the ground on the west side and should have been condemned in 1977. It was owned by Juergens and was torn down about 10 or 15 years ago and is now just asphalt. My next house was rented by another 4 guys and it was to the east of Holy Spirit Church and I believe it is no owner occupied but honestly it should be torn down as well.

I get the need to clean up property and have a mechanism to legally take action but once again I think we easily have as many bad home owners as we do landlord properties and this ordinance is not fair.

Sorry for the long email but I felt compelled to let you know what I was thinking as for the most part people never ask me my opinion as they do Ed Smith or the former Art Neu. Maybe I didn't earn it or maybe my hair is simply not grey enough.

Thanks for listening.

Adam Schweers  
President

Computer Concepts of Iowa, Inc.

712-792-3565 xt 110

[adam@computerconceptsia.com](mailto:adam@computerconceptsia.com)



"The best way to predict the future is to create it"

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General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Friday, February 14, 2020 8:35 AM  
To: Mike Pogge-Weaver; Greg Schreck  
Subject: Housing



**Larry Chartier**

Assign Conversation ▼

THU 4:52 PM

As a renter, I am totally against this proposal. It is not needed, you have other means of inspection, rather than hire another city employee at tax payer expense. The owners will raise our rent, then we get hit with paying for another city employee at tax payer expense. Make the employees responsible, do their jobs, rather than 3 or 4 standing around watching others work. You will have a revolt if this un- needed employee is hired. Council must have a friend they want to hire. This must not be ratified. Concerned renter!!!



General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Monday, February 17, 2020 3:12 PM  
To: Mike Pogge-Weaver; Greg Schreck  
Subject: FW: Carroll proposed rental code

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From: Nate S <snate36@gmail.com>  
Sent: Monday, February 17, 2020 2:56 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Carroll proposed rental code

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

Let me start off by saying that I am 100% opposed to this code as a renter. I feel that it is an invasion of privacy if I don't have a say in the matter when it comes to inspection of the property I live in. The renters better have the right to deny inspection. My family and I have lived in our apartment for over 15 years and I have never had an issue with my landlord and any item that needed fixed has been fixed in a timely manner.

This code will result in property owners raising our rent in order to pay for items found during an inspection and to cover the inspection fee, if you on the board don't think that it will, you are wrong. I've worked hard all my life to provide for myself and my family. We've enjoyed our freedom and the current cost of rent. For people who make decent money but aren't offered a generous raise by their employers to cover cost of living increases each year, this will be just another burden placed on renters when rent is increased.

I think that the code would be beneficial for renters who ask for an inspection, but only if they ask. On the other hand, if I don't want an inspection, I feel I should have the right to refuse. I have nothing to hide, but this is on principle. I value my freedom and independence as stated in the 4th amendment of the United States constitution.

The world is full of invasions of privacy, facebook, twitter, cell phone gps, etcetera. Yes, we do use them at our own free will and most probably don't know that they are wilfully entering a terms of service agreement by using their services. I did not sign any document stating that I will allow a person or persons entering my household to do an inspection of whether or not the landlord is keeping my apartment up to code nor would I enter into one.

Do we have the right to deny as a tennant? What rights do we have on this proposed city code?

Best regards,  
Concerned tennants

Mike Pogge-Weaver

From: CityofCarroll  
Sent: Wednesday, February 19, 2020 9:01 AM  
To: Mike Pogge-Weaver; Greg Schreck  
Subject: FW: Rebtal Housing Code Comments

From: Ryan O <ryan.oleary20@gmail.com>  
Sent: Tuesday, February 18, 2020 8:42 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rebtal Housing Code Comments

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello,

I have been observing, reading and researching things in regards to the proposed rental housing inspection etc proposed by the board. There are several things I don't believe the board or the city attorney have thought about or that wasn't brought up. I have listed them below and at the very end provided legal work arounds for them.

In numerous states, cities have been sued for requiring mandatory inspections(Louisiana, Ohio, Wisconsin, Illinois, Arizona to name a few) by both landlords and tenants in that it violates the 4th amendment on warrantless search and seizures. There are even national heavy hitting law firms filing the lawsuits (as well as federal courts siding with said law firms/non profit law firms). Ecample- 10/24/2015 the federal court in Ohio ruled that local governments do not have unlimited authority to warrantless entry into homes or businesses whether it be a administrative warrant or not. The Virginia ACLU also sued and won a case against it in Virginia as well.

What I propose:

#1 1:All current and future rental properties registered with the city(\$5 annually).

#2 2:Upon registering if property is vacant an inspection must take place before a tenant can move in. Registered property is then certified for 5 years or until new tenant happens. (If a property has been rented for 3 years and tenant moves out new inspection must take place, property owner gets 2 years of inspection fees back and 5 year limit restarts)

3:Upon registering if property is currently occupied: Once property becomes vacant again, inspection will be required to rent out property.

#3 Exception:If tenant voluntarily files complaint & requests inspection then house will be inspected & certified. If house is found to be out of certification standards property owner has 60 days to provide updates of work/completed work with checks every 30 days.

If after 60 day period the city works with tenants to find certified housing alternatives and fines the property owner a monetary amount per month until the house is in compliance or until tenant is moved into suitable housing.(the amount

### #3 Continued

of fine should pay for moving costs and costs for city. Example \$1000 every 30 days-\$600 to the tenants being forced to move and \$400 for city costs )

Cost breakdown:

\$5 annually for property registration (\$400 fine for not registering rental property)

\$50-100(cost of inspection. Certification lasts for 5 years or pro rated in cases where old tenants leave and new inspections are required)

Thanks,  
Ryan O'Leary

Mike Pogge-Weaver

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From: CityofCarroll  
 Sent: Wednesday, February 19, 2020 9:29 AM  
 To: Mike Pogge-Weaver; Greg Schreck  
 Subject: FW: Rental housing code

-----Original Message-----

From: Lora Farrell <ramah88@gmail.com>  
 Sent: Wednesday, February 19, 2020 9:16 AM  
 To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
 Subject: Rental housing code

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

#4 The City of St. Joe Missouri has started a rental housing inspection that has significant merit for the City of Carroll. For the first year of the program, the city makes inspections of all rental housing with no fee. If the property does pass the first inspection, no further inspections are made for five years. The property owner does pay a fee each year after the first year. If the property does not pass the inspection in the first year, the property owner the has the opportunity to bring the property up to code within the first year. The property is again inspected after the repair is made. This second inspection has a fee attached. St. Joe started this program July 1, 2019, with the first year ending July 1, 2020. All of this is on the city web site.

#5 St, Joe also has a form for complaints against a property owner that has merit, compared to the City of Carroll. This form is on the St. Joe web site. The items on the form that are significant are identification from the renter and a written description of the specific complaint. This is opposed to the Carroll method of complaint. All readers that have read this far should initial the bottom of the page.

At a Council meeting, a council member indicated that rental of property in Carroll is a business. Most if not all of the landlords in the city would agree. Not sure of the number of council members and landlords that have formal education in business, but common critical thinking skills would indicate that good and reliable data is necessary to make decision for running a successful business. A basic concept put forth by the council as the need for a rental code, is the safety and welfare of general public is at risk. This risk factor is based on some VERY vague complaints that have been made to specific council members. Even city hall does not have a record or accurate estimate of complaints made to that part of city government. Even taking these complaints reported by two council members at face value, and an estimate by a city employee, we have a total of no more that 50 complaints. To compound this assault on reliable data, we have no way of knowing the nature of the complaints or if efforts had been made by a landlord to remedy the problem. If we take the suspect number of 50 complaints in relation to the almost 10,000 population of Carroll, it would seem the need to inspect rental property in Carrol for the sake of the safety of the general population is a significant LEAP OF LOGIC. However, a drive around Carroll would suggest there are some rental properties that need improvement. So instead of adding another layer of government regulation to the entire residential rental business in the City of Carroll, logic would dictate the use of a complaint based inspection of the rental properties in question.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Monday, February 24, 2020 8:09 AM  
To: Greg Schreck; Mike Pogge-Weaver  
Subject: FW: rental code

-----Original Message-----

From: Lora Farrell <ramah88@gmail.com>  
Sent: Saturday, February 22, 2020 8:00 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: rental code

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#6

For the purpose of improving the draft of the rental code, the following addition is suggested. Page 21, item 20, Pest Extermination. To the paragraph in first line start with the following: "Whenever only one unit of a dwelling is infected with insects or other pests, the occupant of the infected unit will be responsible for extermination." When infestation exists in two or more of the dwellings units... (continue as written in the code)

Mike Pogge-Weaver

---

From: CityofCarroll  
Sent: Monday, February 24, 2020 8:09 AM  
To: Greg Schreck; Mike Pogge-Weaver  
Subject: FW: Rental code

-----Original Message-----

From: Lora Farrell <ramah88@gmail.com>  
Sent: Sunday, February 23, 2020 1:53 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental code

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

#7 To improve the intended purpose of the Rental Housing Code in Carroll, Iowa, the following is offered. Page 6, line nine of paragraph 1, 158.04 : Change 30 days to 120 days.

#8 Page 7 , paragraph 1, 158.05, Add to line 7, If the Enforcement Officer is more than 20 minutes late for the inspection appointment scheduled by the owner or the property occupant, the Enforcement Officer will be responsible for scheduling the inspection at another time that is convenient to the occupant and owner.

#9 paragraph 4, line 5. Change to : Enforcement Officer may enter each unit or premises during reasonable times, as determined by the owner or occupant to inspect and perform any action authorized by this chapter.

#10 Page 9, Order to Repair, Correct and Comply , paragraph 1, line 2 :  
Within one hundred and twenty (120) days. If a permit to perform the repair has been issued by the city, the owner is allowed three hundred and sixty (360) days from the date the permit was issued before the repair is considered out of compliance under section 158.08 of the Rental Housing Code.  
The rationale for this change is getting cement or electrical work done on the 30 days suggested is not realistic due to the backlog of construction and repair work being done in the City of Carroll by contractors doing this type of work. We have current real life instances of this situation.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Monday, February 24, 2020 8:09 AM  
To: Greg Schreck; Mike Pogge-Weaver  
Subject: FW: Rental Code

-----Original Message-----

From: Lora Farrell <ramah88@gmail.com>  
Sent: Monday, February 24, 2020 8:05 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental Code

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#11 Page 9, line 9 of the paragraph, change 7 days to : fourteen (14) days. Add the following to the first paragraph: Print  
#12 copies of Municipal Code Of Ordinances shall be available to the public in print form for loan at City Hall and at the  
Carroll Public Library.

#13 Page 13, 158.06, paragraph 1, line 4, change three (3) to five (5) members. Delete, "who resides of the City of Carroll".  
#14 Page 13, 158.06, paragraph 1, line 6, after "Mayor subject to the approval of the council." Add: Members of the board  
shall consist of one member who actively manages more than the (10) residential units in the City of Carroll, one  
member the actively manages less than ten  
(10) residential units in the City of Carroll, one member that is a tenant in a residential unit in the City of Carroll, one  
person that has knowledge of construction methods based on actual experience, and one person having a real estate  
license and is actively involved in the sale of real estate in Iowa.

General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Tuesday, February 25, 2020 9:32 AM  
To: Greg Schreck; Mike Pogge-Weaver; David S. Bruner  
Subject: rental housing  
Attachments: scan.pdf

City Hall

Inspection maybe a good thing,  
But Had Hoaging already does this.  
Problem is one cannot force them  
To clean up the mess.

Tom Underberg  
Rental House 1321 Grant Bld.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Wednesday, February 26, 2020 9:02 AM  
To: Greg Schreck; Mike Pogge-Weaver; David S. Bruner  
Subject: FW: Rental code

-----Original Message-----

From: Lora Farrell <ramah88@gmail.com>  
Sent: Wednesday, February 26, 2020 8:56 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental code

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

To improve the draft of the proposed residential rental code, and make it more professional for business use, the following suggestions are offered.

- #15 Page 13, paragraph 3. line 5, After "Secretary,"" insert, The city will provide any needed secretarial services to this board.
- #16 Page 21, paragraph 4,, 3, delete, "with grass, trees, shrubs, or other planted" , with ground cover.
- #17 Page 23, paragraph 14, line 7, "agreement", add, ore explained in written form that signed by the occupant and owner.
- #18 The following terms are vague, highly subjective, and need more specific definition or removed from the document. To
- #19 run a business successfully, subjective items create difficulty in planning and implementing the daily maintenance and
- #20 upkeep of any organization, large or small. Following are examples in the current Draft Code, that are of such a nature, that fair and unbiased inspections will be very difficult. And no, owners do not want to spend time in from of the Appeals Board defending their property from criteria that is in the mind of an inspector or other city employees.
- #18 Page 15 158.07 paragraph D. What is adequate space? Measurements should be given for the space that will pass inspection.
- #19 page 20, paragraph C, line 4, " adequate size suitable for the storage of food and eating and cooking utensils"  
Once again, a square foot measurement is necessary.
- #20 Page 20, 158.08 last paragraph on the page, item C. Define "reasonably well".
- #18 These are but a few example of vague and ambiguous terms that will lead to arguments and complaints to the newly
- #19 created Housing Appeals Board.
- #20

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 7:52 AM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Subject: FW: Rentalpropeerty inspection

-----Original Message-----

From: Lora Farrell <ramah88@gmail.com>  
Sent: Thursday, February 27, 2020 7:51 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rentalpropeerty inspection

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#21

Page 8. Add the following as paragraph 7. The code enforcement officer will develop and maintain a complaint form that will used as the official and only recognized method of filing a complaint against a rental property. This form will provide a space for the name and address of the person making the complaint, the name of the property own or the agent for the property owner, the date of the complaint, and description of the complaint. No action will be taken against the property if the person making the complaint has not given the owner or the agent for the property notice of the complaint verbally or in written form. The code enforcement officer will determine if the complaint is valid or invalid. If the code enforcement officer determines the complaint is valid, notification will be made to the property owner or agent of the property owner of the complaint within two business days after the complaint is on file. The code enforcement officer will provide the owner or owner's agent a copy of the complaint. The code enforcement officer will have five (5) business to schedule an inspect of the complaint with the owner or owner's agent and the tenant. The code enforcement office will keep a current record of the number and nature of all complaints. Upon request, members of the public may view a list of all complaints that are currently on file and for the previous two years.

General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 9:22 AM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Subject: FW: Rental property concern

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From: paradiseiowagirl <paradiseiowagirl@gmail.com>  
Sent: Thursday, February 27, 2020 9:20 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental property concern

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

I would like to express my concern.

I find it lack of neglect to replace windows when absolutely needed as mine have a film on them and hard to see out of them. I have asked many times about this.

The carpet in the hallway is out dated.... back to original look in the 70's... they do not care to replace this either.

I end up vacuuming and cleaning the hallway and laundry room myself.... ALL FREE. I should not have to but no one else does. I even buy garbage bags for laundry room myself.

Landlords need to modernize the units.  
IT IS THE YEAR 2020 ..... NOT 1970.

Anonymous renter

Sent from my U.S.Cellular© Smartphone

General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 9:21 AM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Subject: FW: Rental Housing Code

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From: Bret Stork <bretstork@gmail.com>  
Sent: Thursday, February 27, 2020 9:19 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental Housing Code

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

I believe this is a great thing for the current residents of Carroll, and anyone looking to reside and rent in Carroll. This will be a great code for safety as well as how these properties look visually to residents or people driving through town. There are some properties in town, rentals and owner occupied homes, that drive the value down of houses around them. I think the exterior portion of the code should apply to any home in Carroll, rented out or not. There's a difference in a house being outdated versus run-down and not maintained. Any property owner should understand that.

Thanks,  
Bret Stork

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 2:12 PM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Attachments: rental housing.pdf

Suggestions for rental proposal

- #22 FIRST reinspection fee should be free of charge
- #23 1. On your rental housing maintenance guide it says " While it is impossible to list all violations of the housing code that may occur, this list contains violations that are commonly found during routine inspections." There again is vague codes as to what really will the codes be and how many additional codes can be added without us even knowing about them.
- #24 2. Many of the codes say at the discretion of the inspector- we may feel we are within bounds and the inspector says we are not- and then we are charged the \$35.00 fee.
- #25 3. MANY TENANTS WILL CALL THE CITY BEFORE INFORMING THE LANDLORDS- AND AGAIN WE WILL BE CHARGED THE \$35.00 fee
- #26 4. Contractors have to get a building permit but when their inspections fail, they get reinspected for free until it is corrected. Why are the contractors treated better than landlords?
- #27 On the checklist electrical panel must be clearly labeled and circuits marked. What makes this a safety issue???? My tenants are not allowed to do anything with the wiring except trip breakers and change the fuses. If there was a fire, the fire department would pull the main switch and not look at the labels. All older homes should have been grandfathered in at that time- it passed all codes at that time. So it should only be changed if a major remodeling is done to update the system. I am invading my tenants' privacy by going into their bedrooms etc and moving their furniture and belongings in order to check the circuit breakers. Where is their privacy???? Our insurance companies will not insure us if our wiring is not up to code.
- #28 On the same checklist- what does " the proper overcurrent protection is installed" mean?
- #29 Checklist- property has a paved approach from street to property line Code 170.08 should be grandfathered in.
- #30 Issues dealing with exteriors home and property such as lawn, shrubs, fences, retaining walls, brush, weeds, trees should be written in for ALL HOMEOWNERS AND LANDLORDS EQUALLY not to be discriminated against landlords..
- #31 My tenants would prefer buying their own fire extinguishers but if I have to install one on page 19 line 16, it says I have to have it properly hung. I do not feel in the code it should read properly hung because in some units it might not be in a proper place as in a living room or kitchen that would ruin their decor and look like an institution instead of a home. I would like to have one possibly put inside a cabinet or closet. No woman would tolerate a fire extinguisher full view in any living area exposed in their decor. Where is yours exposed or is it in a closet ???? What is the 1st thing we are told when there is a fire--"GET OUT OF THE HOUSE AND CALL 911." So if a tenant goes for a fire extinguisher and then gets smoke inhalation in trying to get the fire out. Just who is liable? We both know the city will not be responsible. Again the landlord.

#31 Continued

No one wants to be a hero. Lives are the most important to get out of the fire. Where is the safety for an untrained person to put out a fire?

#32 page 22 line 11 --gas lines that were put in when built should be grandfathered in now.

#33 Snow removal--- you will now have a database of all landlords and properties and if snow is not removed on time, the notice to remove snow should be given to the person living there as well as the landlords. The person paying the water bill should be charged and not the landlord. If the landlord expects the tenant to do snow removal and does not do it and landlords are not notified, we should not be billed.

#34 When there is a complaint from a tenant, it should be in a written form with the name of the tenant, photo I.D. representing that this person is our tenant, date, problem against the landlord and the main question of "WAS THE LANDLORD NOTIFIED OF THE PROBLEM BEFORE CONTACTING THE CITY?" Many disgruntled tenants will contact the city first as a means of getting even with their landlords. This ordinance will make this tool easier for them to turn on their landlords. If upon inspection the landlord is not notified or a complaint was not justified the tenant should be charged and not the landlord.

If this rental housing code passes, you will have a tool to work with the tenants, all the codes are in here. We should be allowed to have an answer as to why this ordinance cannot be on a COMPLAINT BASES. All we hear is the answer BECAUSE.-- WE WANT AND NEED TO BE TOLD EXACTLY WHY COMPLAINT BASE WILL NOT WORK. WE WANT COMPLAINT BASED INSPECTIONS.

**Due to the fact that you are having a city council workshop it is only right that additional time be extended on this proposal so us landlords know and understand what will be put in this ordinance and have more time to discuss it properly rather than run it through after one nite of discussion. To be fair to the landlords and the city, any changes to the ordinance should be shown and discussed with the landlords before it is voted upon.**

#35 I understand we have an ordinance for Carroll for trailers and campers that are parked on lawns etc. Now another ordinance wants to get passed. Why is that ordinance not being put into effect? After our 1st meeting on the rental proposal held at the fire department on our way home, we saw plenty of campers not on concrete. If you want to clean up Carroll, why is this ordinance not enforced? I even saw a sheriff's car parked on the lawn. Are some people exempt? Same goes for this ordinance. Shouldn't all people be treated equally? Homeowners/landlords, tenants, young or elderly, rich or poor. Joleen Kasparbauer

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 3:26 PM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Attachments: RENTAL HOUSING NOTES.pdf

Talking Points for 3/9/20 Submitted by the newly forming Carroll Area Landlords.

Our goal as this group is to come to some sort of compromise with City of Carroll regarding the Chapter 158 Rental Housing Code on the following issues:

### **Safety Issues**

Comments have been made about a couple problem complexes in town and that city needs a TOOL, that would help with renters safety. However, this is only for building codes and has nothing to do with the habitual issues that continually occur at these complexes. Most of them have codes up to date, however the tenants' behavior is the issue.

We have never been able to get a number or any data on any actual complaints. We feel that there has to be some sort of data, if not, how can the city constitute a need for any change.

### **Inspection Fees**

We truly feel that these fees are a partial revenue stream for an additional employee that should NOT be hired on a FT basis. If anything, contract them out and pay them for actual hours worked and no benefits. We feel that this employee is someone trying to get a family member or friend a job.

Was A New Employee Already Approved in Budget – when was this approved??? Why can't this be the existing FT building inspector? 260 working days/year – 10 holidays = 250 working days divided by 47 renovation permits and 19 new homes = 66 permits. Help us understand why this requires more than one person on top of the 66 days to do both duties.

#36 There are several other communities that have tried to do this inspection program and are now trying to reward the owners/Landlords by making the program go to pay the fee the year you get inspected and then good for up to 4 years. This way the owners/Landlords that are not doing a good job, get penalized by having yearly or <4 year inspection cycle. I have attached Boone's example.

### **Breakdown of fees/unit**

Mike stated a cost of \$2.92/unit, \$1.88 duplex and \$1.38/4plex. In reality these fees are not taking into consideration any codes that are above and beyond the current federal, state and HUD codes.

My example: \$65/4 plex X 15 = \$975

New smoke alarms 115 because above federal/state/HUD codes @ \$10/each = \$1150

Labor to install thee 115 alarms @ \$50/hour taking approx. 15 hours = \$750 (low)

Total of \$2875 for one infraction that is above current codes.

**Other Examples of other Cities/Towns:**

City of Omaha Rental Housing Ordinance. They have totally done away with the registration fees and charge \$125 for ten years and will do inspections on up to 20% of a larger complex. This could be a great reference for Carroll in trying to adopt a safe and affordable rental housing program.

Ames is \$27.50/apt or >20 is \$24.30/apt. Rent is \$850-\$1000+, **our** average is \$550-\$635. The vacancy rate has gone up in Ames and is approximately 10-30%, based on the age/price of the unit. This information is from a realtor in Ames. Also, fire dept is in charge of doing the inspections and can decrease the number of inspections by how your facility did on the inspection (up to 4 years).

Boone is doing a program and reward LL's who get approved and go one a multi-year inspection program. Cost example for a 4-plex is \$50, which if approved would cover 4 years. Cost/unit for this is Their program really targets offenders and of infractions, they can not be on a multi-year inspection until able to meet compliance standards. Tenants that make formal complaints after efforts to the LL have not been successful and no infraction found on the LL part, the tenant is charged for the re-inspection or bringing the unit code compliant if it was their issue. However, one of the LL's I talked to stated that the main violator is not complying or paying any of the charges and the city has not taken any action against him because it's above federal and state codes.

St Joseph MO started a housing code inspection this last year. You have a year to correct it after the initial free inspection. Grandfather codes vs bringing up to code. The 30 days allotted to correct is not enough time based on the item. You can't get a contractor in a lot of cases.

The City of St. Joe Missouri has started a rental housing inspection that has significant merit for the City of Carroll. For the first year of the program, the city makes inspections of all rental housing with no fee. If the property does pass the first inspection, no further inspections are made for five years. The property owner does pay a fee each year after the first year. If the property does not pass the inspection in the first year, the property owner the has the opportunity to bring the property up to code within the first year. The property is again inspected after the repair is made. This second inspection has a fee attached. St. Joe started this program July 1, 2019, with the first year ending July 1, 2020. All of this is on the city web site.

St, Joe also has a form for complaints against a property owner that has merit, compared to the City of Carroll. This form is on the St. Joe web site. The items on the form that are significant are identification from the renter and a written description of the specific complaint. This is opposed to the Carroll method of complaint. All readers that have read this far should initial the bottom of the page.

#37 Continued

At a Council meeting, a council member indicated that rental of property in Carroll is a business. Most if not all of the landlords in the city would agree. Not sure of the number of council members and landlords that have formal education in business, but common critical thinking skills would indicate that good and reliable data is necessary to make decision for running a successful business. A basic concept put forth by the council as the need for a rental code, is the safety and welfare of general public is at risk. This risk factor is based on some VERY vague complaints that have been made to specific council members. Even city hall does not have a record or accurate estimate of complaints made to that part of city government. Even taking these complaints reported by two council members at face value, and an estimate by a city employee, we have a total of no more that 50 complaints. To compound this assault on reliable data, we have no way of knowing the nature of the complaints or if efforts had been made by a landlord to remedy the problem. If we take the suspect number of 50 complaints in relation to the almost 10,000 population of Carroll, it would seem the need to inspect rental property in Carrol for the sake of the safety of the general population is a significant LEAP OF LOGIC. However, a drive around Carroll would suggest there are some rental properties that need improvement. So instead of adding another layer of government regulation to the entire residential rental business in the City of Carroll, logic would dictate the use of a complaint based inspection of the rental properties in question.

To Jerry Flesher's comment on pharmacy fees, from what I could gather, it's \$90/year to the state, **not the city**. Help me understand how a retail business and a housing complex are apples to apples or state to city fees? Based on the amount business, I'm assuming that the \$90/year is going to be less than my cost/unit difference by a long shot.

Carolyn – Comment about adding someone to enforce these issues. What is the cost w/benefits to do this? What do you think you will be getting in justification at a tax payer benefit? \$70K in salary/benefits and how much/day would he have to issue in fees/day? 260 working days – holidays = 250 is \$280 of fines/day or if 2/3 time would be \$421 of fines/day. Is that even possible?

How can the city charge for Snow removal when the utilities are not in the owner's name and the lease states the tenant is responsible?

Is there a petition that with a required number of signers that could stop the city from trying to pass this ordinance? It takes 25 signatures to be on the ballot for a city council member and I alone supplied 57 signatures against this ordinance. We have at least 38 landlords who against this ordinance, at what point does the city council say that this is not in the best interest of our constituents?

#38 Can the city legally come after a LL, if the code is above and beyond the federal or state code?? In Boone, there is a habitual offender who is not paying the fees or making any changes and the city is not going after them because they don't think it will hold up in court.

Drew with Americans for Prosperity stated there was a national survey that showed that government programs do not improve the safety of anything. Most people do not trust what they have to say. Citizens believe that they are just providing a revenue stream for the government, such as this program to a tee.

#39 Reinspection fee? Contractors don't have to pay for any reinspection

### Checklist/Code

#40 Concrete Approaches – being discussed to be grandfathered in.

#41 Fences – What exactly will be the wording???

These are but a few examples of vague and ambiguous terms that will lead to arguments and complaints to the newly created Housing Appeals Board.

#42 Electrical panel has to be clearly labeled. If we mark them and potential liability. They are not supposed to be in the panel. Fire safety comment and they will shut off at the main. We talked about over current statement, which not sure what this means.

#43 Discretion of the inspector quote is way too vague

#44 For the purpose of improving the draft of the rental code, the following addition is suggested. Page 21, item 20, Pest Extermination. To the paragraph in first line start with the following: "Whenever only one unit of a dwelling is infected with insects or other pests, the occupant of the infected unit will be responsible for extermination." When infestation exists in two or more of the dwellings units.... (continue as written in the code)

To improve the draft of the proposed residential rental code, and make it more professional for business use, the following suggestions are offered.

#45 Page 13, paragraph 3. line 5, After "Secretary," insert, The city will provide any needed secretarial services to this board.

#46 Page 21, paragraph 4., 3, delete, "with grass, trees, shrubs, or other planted" , with ground cover.

#47 Page 23, paragraph 14, line 7, "agreement", add, or explained in

written form that is signed by the occupant and owner.

The following terms are vague, highly subjective, and need more specific definition or removed from the document. To run a business successfully, subjective items create difficulty in planning and implementing the daily maintenance and upkeep of any organization, large or small. Following are examples in the current Draft Code, that are of such a nature, that fair and unbiased inspections will be very difficult. And no, owners do not want to spend time in front of the Appeals Board defending their property from criteria that is in the mind of an inspector or other city employees.

#48 Page 15 158.07 paragraph D. What is adequate space? Measurements should be given for the space that will pass inspection.

#49 page 20, paragraph C, line 4, "adequate size suitable for the storage of food and eating and cooking utensils"  
Once again, a square foot measurement is necessary.

#50 Page 20, 158.08 last paragraph on the page, item C. Define "reasonably well".

> My name is Deb Beyerink. I have rented one of David Farrells home for 11 years at 1405 North Adams Street. My Landlord is one of the best in the city of Carroll. Everything that I have asked for or when I put in a service request for my home, Dave is right there to accomodate. Either the plumber, electrician, handy man is called and the problem is fixed. I have a very safe home to live in with my husband and pets. We have fire extinguishers, smoke alarms, railing on front step, shrubs and bushes are kept trimmed and trees have been removed.. I recently became disabled due to a Respiratory Disease and was forced to quit my employment of 13 years. My husband is still working and now we are on a limited income.

>  
> I believe that if you go through with this proposal for the Rental Housing Code, this will punish the good landlords and good tenants. I am afraid that our rent will increase now with your fees, and inspections. I have lived in Carroll for over 30 years, and have seen some of the properties that are owned and not rented, in worse shape than my rental home is. Driveways are crowded, Junk and junk cars are setting on lawns, overgrown bushes and weeds, which create habitat for nuisance animals in neighborhoods. I wish that you would just single out the landlords that are not keeping their property up to code and assess fees and inspections for them.

>  
> I really do not want to start looking for housing in a small town near Carroll because of rent increases.. Since you asked for discussion on this issue, please take into consideration my letter.

>  
> Thank you for your time,  
>  
> Deb Beyerink 712-790-7862



- [Home](#)
- [Program Overview](#)
  - [Registration](#)
  - [Education and Info](#)
  - [Violation Examples](#)
- [Landlord Tenant Act Info](#)
  - [Outreach Events](#)
    - [FAQ's](#)
    - [Contact Us](#)
    - [Map](#)

[Register](#)

## The Registration and Inspection Process

### Program overview

Below is a high level overview of our program. For a detailed look download the adopted [ordinance here](#).

January 2020 for 90 days  
**Registration Begins**

**Registration required.** It shall be unlawful for any person to offer for lease, lease, or continue to lease a rental dwelling to any other person unless the rental property containing the rental dwelling has been registered as such under this article with the permits and inspections division.

Duration of registration. A registration under this article shall be in effect until the property owner transfers the rental property.

In the event that any of the information in the registration application changes, the property owner shall file a revised registration application containing the change, within days after the change becomes effective.

BOONE

## 2016 RENTAL HOUSING FEE SCHEDULE

### DESCRIPTION

### FEE AMOUNT

#### RENTAL PERMIT REGISTRATION:

SINGLE FAMILY	\$100.00
TWO FAMILY/ DUPLEX / TRIPLEX	\$115.00
MULTI FAMILY COMPLEX (4 Units and Over)	\$50.00
EACH UNIT	\$10.00
FAILURE TO REGISTER	\$300.00

ONLY PAID DURING RENTAL PERMIT  
CYCLE. REWARDS LANDLORDS FOR  
GETTING ON MULTI-YEAR INSPECTION  
PROGRAM

#### ANNUAL SELF INSPECTION:

SINGLE FAMILY	\$20.00
TWO FAMILY/ DUPLEX / TRIPLEX	\$25.00
MULTI FAMILY COMPLEX (4 Units and Over)	\$15.00
EACH UNIT	\$4.00
FAILURE TO COMPLETE SELF INSPECTION FORM	PLACED ON AN ANNUAL INSPECTION CYCLE (FEES ABOVE)

#### INSPECTION:

1ST INSPECTION INCLUDED IN REGISTRATION FEE	\$0.00
1ST REINSPECTION	\$50.00
2ND REINSPECTION	\$75.00
3RD REINSPECTION	\$150.00
4TH REINSPECTION	\$300.00
MORE THAN 4 INSPECTIONS	MUNICIPAL INFRACTION

#### COMPLAINTS:

If a complaint is filed by the tenant and requires an inspection in which violations are not found.	\$0.00
If a complaint is filed by the tenant and requires an inspection in which violations are found, these fees are paid by the landlord	\$75.00
<i>Note: If a complaint is filed by the tenant and requires an inspection and there are no violations found, the tenant may be charged.</i>	\$50.00

#### MISCELLANEOUS:

NO SHOW FOR SCHEDULED INSPECTION	\$50.00
FILING AN APPEAL (ZONING BOARD OF ADJUSTMENT)	\$100.00
REINSTATEMENT FEE (FOR REVOKED LICENSES)	\$50.00
CRIME FREE HOUSING CLASS	\$75.00

Below is a list of landlords that agree to the comments submitted and do not want the current ordinance as presented.

**Name**

Ron Schmitz  
Ruby&Ron Lutwitze  
Rick Pawletzki  
Leo Kasparbauer  
David Farrell  
Roy Osterlund  
Mern Irlbeck  
Leona & John Mueggenberg  
Keith Pottebaum  
Elmer Venteicher  
Mark Schreck  
Michelle for Onken Rentals  
Barb & Snort Snyder  
Jair Mayhall  
Don Kitt  
Randy Brockman  
Jan & Steve Sander  
Greg Kasparbauer  
Margaret Saddoris

**Name**

Jolene Handlos  
Adam Schweers  
Brian Wittrock  
Erv Haberl  
Brian Haberl  
Jason Reising  
Dan Drake  
Dan Kraus  
Pat Hagedorn  
Richard Dentlinger  
Bob Dentlinger  
John Reinart  
Al Kraus  
Dave Schapman  
Larry Hansman  
Tony Potthoff  
PJ Scheck  
Ron Meiners  
Bryan Sloth

I am signing this petition to try and convince the city that we don't need to have an inspection program for safety reasons and realize that if they adopt this ordinance that my rent will go up due to fees and for the city to hire a new employee. This should be a complaint driven process using the city website for reporting an issue or directly on the phone, using existing personnel.

Name/Address	Address	Date
Steve J. Charter	1825 N Grant Rd Carroll, IA 51401	2/5/20
Cindy R. Ewing	1826 N. Randall Rd #7 51401	"
Blake Dierker	1815 N GRANT RD. #7	"
Tristen Giralamo	1833 N Grant Rd #2	"
Alison Kozak	319 E 18th St #2	"
Connie Grynber	313 E 18th St Apt #2	"
Sharon Fenders	1834 N RANDALL #3	"
Jessie Beck	1834 N. Randall #2	"
Jacob Hoxsie	1825 N Grant Rd #2	"
Seyh Anderson	1825 N Grant Rd #2	"
Drew Hays	1820 N. Randall Apt. 1	"
Jaden Hays	1826 N Revell Rd Apt 2	2/6/20
Matt Plagman	1812 N Randall Rd Apt 4	"
Kelli Betten	1812 N Randall Rd Apt 4	"
Kara Struck	1812 Randall Rd apt 1	"
Troy Schenkel	1809 North grant Road apt 3	"
Ashley Posse	1820 N. Randall Rd Apt. 3	"
Kellie Eversole	1820 N. Randall Apt 2.	"
Barbara Heller	1826 N. Randall Rd Apt. 1	"
Sherry Joy	1844 N. Randall Rd Apt 2	"
Emily Mankato	1834 N. Randall Rd Apt 4	"
Roman Mancio	1846 N. Randall Rd Apt. 1	"
Jose A. Robinson	1846 10 Randall Rd Apt 3	"
Nivka Perez	1849 N Grant Rd Apt 4	"

Jandra Redlenger	1849 N. Grant Rd. - #3, Carroll, IA	2/6/20
<del>Wanda</del>	1833 N Grant Rd Apt #4 Carroll IA	2/6/20
Zinda Oberb	1812 N. Randall Rd. #3 Carroll, Ia	2/7/20
Brian Jay	331 E 18th St Apt 1 Carroll, IA	" "
Sarah Pauley	331 E 18th St #3 "	" "
Marlene Schmidt	1849 N Grant Rd Apt #1 Carroll IA 51401	2/8/20
Pat Johnson	1826 N Randall Rd Apt 4 Carroll, IA	2-8-20
Joshua	1809 N Grant Rd Apt 2 Carroll, IA 51401	"
Christa Kuehn	3301 E. 18th St. Apt #2 Carroll, IA	5/4/01
Dustin Arnold	331 E 18th St Apt #2 Carroll IA 51401	"
Alison Spangler	331 E 18th St Apt #1 Carroll, IA	5/4/01
Mark Danner	1825 N Grant Rd #3	"
Jeri A Warner	313 E. 18th St Apt 1 Carroll Ia.	
Ron Wesley	313 E 18th St.	
Russ Szymon	1820 N Randall Rd, Apt 4, Carroll IA	2/9/20
Jay Thomas	313 EAST 18TH APT CARROLL IA	2/4/20
Mike Miller	1812 N. Randall Rd, Apt #2 Carroll IA	"
Adam Casen	1844 N Randall Rd Apt #3	"
John Long	1844 N Randall Rd Apt #5	"
	1844 N Randall Rd Apt #1	"
Jacob E. Niekirk	1815 N Grant Rd, Apt. 4	"
Tina Kuntz	1833 N Randall Rd, Apt. 4	"
Scott Grote	1832 N Randall Rd Apt 1	"
Gilbert Parra	1846 N Randall Rd Apt 4	"
Joan Munsinger	1833 North Grant Rd #3	"
Ben Samen	1849 N Grant Rd #2	"
Steve Loppnow	1815 N Grant Rd #2	2/9/20
Steve	1815 N GRANT RD #4	
Ann Wilweck	1815 N Grant Rd Apt 4	
Allisa Kluver	1809 N. Grant Rd. #1	2/9/20
Sam Norland	1815 N Grant Rd Apt #3	2/9/20

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 4:00 PM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Subject: FW: Rental Ordinance  
Attachments: JR rental ordinance.pdf

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From: Jason Reising <jason@drelectricia.com>  
Sent: Thursday, February 27, 2020 3:59 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental Ordinance

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Please see attached letter regarding rental ordinance.

Jason Reising  
[jason@drelectricia.com](mailto:jason@drelectricia.com)  
712-790-9710



D/R Electric, Inc  
323 W. 3<sup>rd</sup> St.  
Carroll, IA 51401

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Jason Reising  
D/R Real Estate, Triple RD  
Investments  
323 W 3rd St  
Carroll, IA 51401

2/27/20  
City of Carroll  
627 N Adams St  
Carroll, IA 51401

RE: Rental Code Ordinance

712-790-9710

To Whom It May Concern:

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I am writing this letter in regards to the proposed rental code ordinance. I do not feel that landlords should be responsible

#51

for delinquent utility bills that are in the tenant's names. No other utility should be allowed to go after landlords (i.e. Western Iowa Networks, CenturyLink, Mid-American Energy, Mediacom, etc.). Landlords should not be responsible for the

#52

tenants parking on unapproved surfaces when we have provided parking surfaces (code 69.15).

#53

If a tenant has combustible materials on the property, it should not be landlord's responsibility for proper storage (code 158.09.1D). Unproper use of extension cords by tenants

#54

is out of our control, we should not be liable for those (code 158.09.6). Landlords should not be responsible for tenants

#55

placing items in the way of control panels (code 158.08.9).

#56

It should not be landlord's responsibility for smoke detectors that tenants have disassembled, removed, taken out battery, etc., we provide the smoke detectors but they take them apart (code 158.07.17).

#57

We are not responsible if tenants choose to sleep in areas that are not meant for that purpose, that is out of our control (code 158.07.13B).

#58

If it is stated that tenants are responsible for maintaining sidewalks and lawns, how can landlords be responsible for those actions of neglected lawns and snow removal?

Sincerely,

  
Jason Reising

*Partner*

D/R Real Estate, Triple RD Investments

The comments in this letter are the same as Comment Letter "R" except this letter is signed by Dan Drake.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 4:09 PM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Subject: FW: rentals  
Attachments: Dan rental ordinance.pdf

---

From: Dan Drake <[dan@drelectricia.com](mailto:dan@drelectricia.com)>  
Sent: Thursday, February 27, 2020 4:08 PM  
To: CityofCarroll <[cityofcarroll@cityofcarroll.com](mailto:cityofcarroll@cityofcarroll.com)>  
Subject: FW: rentals

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Rental ordinance

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From: Shannon Reising <[shannon@drelectricia.com](mailto:shannon@drelectricia.com)>  
Sent: Thursday, February 27, 2020 4:02 PM  
To: Dan Drake <[dan@drelectricia.com](mailto:dan@drelectricia.com)>  
Subject: rentals

Shannon Reising  
Office Manager  
[shannon@drelectricia.com](mailto:shannon@drelectricia.com)



D/R Electric, Inc  
323 W 3<sup>rd</sup> St  
Carroll, IA 51401

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Dan Drake  
D/R Real Estate, Triple RD  
Investments, DMB  
Properties  
323 W 3rd St  
Carroll, IA 51401  
  
712-790-9710

---

2/27/20

City of Carroll  
627 N Adams St  
Carroll, IA 51401

RE: Rental Code Ordinance

To Whom It May Concern:

I am writing this letter in regards to the proposed rental code ordinance. I do not feel that landlords should be responsible for delinquent utility bills that are in the tenant's names. No other utility should be allowed to go after landlords (i.e. Western Iowa Networks, CenturyLink, Mid-American Energy, Mediacom, etc.). Landlords should not be responsible for the tenants parking on unapproved surfaces when we have provided parking surfaces (code 69.15).

If a tenant has combustible materials on the property, it should not be landlord's responsibility for proper storage (code 158.09.1D). Unproper use of extension cords by tenants is out of our control, we should not be liable for those (code 158.09.6). Landlords should not be responsible for tenants placing items in the way of control panels (code 158.08.9).

It should not be landlord's responsibility for smoke detectors that tenants have disassembled, removed, taken out battery, etc., we provide the smoke detectors but they take them apart (code 158.07.17).

We are not responsible if tenants choose to sleep in areas that are not meant for that purpose, that is out of our control (code 158.07.13B).

If it is stated that tenants are responsible for maintaining sidewalks and lawns, how can landlords be responsible for those actions of neglected lawns and snow removal?

Sincerely,

Dan Drake

*Partner*

D/R Real Estate, Triple RD  
Investments, DMB Properties

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 4:09 PM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Attachments: rental housing code.pdf

## General questions concerning the Rental Housing Code

There is a place for some type of ordinance regarding rental housing. I feel a more appropriate approach would be a complaint driven system in response to complaints that come in from tenants and found to be in violation of a predetermined code. This would eliminate the additional cost to owners for inspections and time involved for inspections and costly repairs that do not affect the tenant or their way of living. The current ordinance seems to be punishing owners that do not have issues or consistently take care of tenant concerns and maintenance issues in a timely fashion.

#59 Why are rental properties being held to higher standards than an owner occupied property? Why would we not follow the Iowa Code Chapter 562A – Uniform Residential Landlord and Tenant Law?

#60 Who will be on the board? If the mayor is appointing them will there be guidelines for qualifications, experience, previous landlord/tenant, current landlord tenant. Guarantee board will be impartial to anyone that is involved? An advisory board that would include both tenants, landlords, and community members could be an option?

#61 What will the process be if a tenant calls the city without contacting the owner first? The owner should be the first contact and allowed time to make repairs.

What happens when the tenant calls numerous times and there is not an actual problem?

Ex. We had a tenant call us along with the police dept numerous times regarding his heat. Everything was working in his unit and the temperature registered at 71 degrees in the unit. He continued to call because he did not want to pay for the secondary baseboard heat that he was requesting. We supply the boiler and any additional heat is available by baseboard heaters.

#62 What does a rental permit cover? Is each unit require a separate rental permit or is it an umbrella policy covering all units owned by the owner? What happens to other units if the permit is revoked because of one unit?

#63 Is this ordinance only valid for properties within city limits?

#64 Low income homeowners are protected by HUD? Why would there need to be additional governing by the city?

#65 What is the city going to do to help property owners?

Ex. Tenant destroys property, tenant does not hold up there end of the lease, drugs or illegal activities are found in the unit, (Police are unable to do anything specifically even if brought in to the apartment as when it goes to court it gets dismissed as they have no way of actually proving who the drugs belong to), tenant living in filthy, unsanitary conditions and refuse to clean unit, tenants are purposely damaging unit and then refuse to pay rent?

- See attached thumb drive for pics of tenant damages and living conditions

How will the process work if tenant is found to be in violation of their responsibilities?

From experience most tenants are unable to afford the current rent, if owner is forced to follow some of these ordinances, many very costly not affecting the tenants living conditions, owners will be forced to raise rents and rental housing in Carroll will price them self out of the market. If this truly is a program to help tenants, I don't see how this will help tenants? This will only increase living expenses for the tenants and discourage future development and affordable housing by investors or owners.

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 for a specified period of time. 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 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

*How long are rental permits?  
What are the fees to obtain a rental permit?  
Rental permit or umbrella permit or needed for each property/unit?*

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

*Actual cost of inspections?*

*Why would they not have notice required as by law?*

EMERGENCY ORDER TO VACATE

To: \_\_\_\_\_, Owner

\_\_\_\_\_, Tenant

Re: \_\_\_\_\_, Location in Violation

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:

Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____

You are hereby ordered to vacate the above premises within 48 hours of your receipt of this order.

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.

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.

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.

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

*What if reason for vacating is caused by negligence of tenant?*

*What if repairs needed will not be completed due to lack of funds by owner? Who then pays for tenants temp housing?*

*Where will tenants go - who will be responsible to find them housing who pays for temp housing.*

- (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. *- What is the definition of approved?*
  - 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. *- What constitutes adequate space?*
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 six (6) feet above grade, a portable escape ladder must be provided and must be stored in the same room as the egress window. *maybe - why wouldn't they if they were built to code?*

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 glazed 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. - *What constitutes safe use? Who decides what is adequate?*
- (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, black 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.

*- Who set these guidelines? Owner provides boiler heat along with baseboard heating - tenant refuses to use baseboard heaters so they don't have to pay for it*

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.

4 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

*How will owners know when or who is going to be sleeping in each room? How do you police that? Many times closets are used as bedrooms even after tenant has been told it is unacceptable. Tenants can not afford additional rent for half the time we all not even aware we are living in extra using unauthorized areas. By the time you go to inspect there is no evidence or way to prove.*

*- What is adequate? Who determine?*

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.

*See page 83*

*- Why 1 in each bedroom? Is that Iowa Code? No?*

*- State requirements for CO2 detectors?*

- 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.

*We try to have blinds in every unit and 1/4 of them are broken, tore off or inoperable due to tenant behavior. Who pays to have those replaced? If they do not value their privacy why should we continually fix or provide new window coverings for tenants?*

**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. *- How is that even possible? What would you do to make sure a mouse, snake, spider will not get in.*

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.

*Many times tenants take doors off of rooms, closets or anywhere they feel it is not needed.*

*Even brand new homes built can not guarantee rodent or insect proof -*

Windows broke by tenants. Locks on windows broke off, windows left open because owner pays for heat, screens ripped or pulled out due to children running thru them or negligence of tenant. What recourse do owners have?

- 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. *who decides what is reasonable?*
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. *Landscaping can vary widely. who decides what is suitable?*
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 within three (3) feet of the appliance it serves, except for gas ranges which shall have an approved flexible connector not over six (6) feet in length serving as a final connector. 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.

Numerous stoppages because of items put in plumbing - sinks, toilets that do not belong there. ex - food in kitchen sink, toys in toilet - sanitary products, wipes. Who takes care of that?

- toilets running or leaking and tenant does not make owner aware because owner pays water and there is no repercussions to tenants.

Bathrooms Not kept in sanitary condition - even with young children living in unit therefore causing bathroom damages or necessitating replacement of floors.

15. Refrigerators and Stoves. All supplied refrigerators, stoves, and ranges shall be maintained in good and safe working condition. *- If unit breaks then changes to tenant replacing -*

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. *- tenants often remove entire unit or batteries completely - then what ??*

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.

*in lease that tenant is responsible for changing batteries + keep working at all times.*

*From Past Experience - Pest issues are not resolved because tenant does not do necessary items to keep their unit pest free. Pest then travel to other units. ex. = cockroaches - tenant does not keep food, garbage cleaned up or does not even make owner aware because of the way they live in unit. ex = bed bugs - extensive washing/drying of everything to rid of bed bugs. Multiple treatments are sometimes necessary and tenant does not do required checklist - who's going to pay for?*

*- what if tenant breaks / who's responsible?*

*Why is that the responsibility of owner? Insurance doesn't require one - why should the city? Who is going to teach tenant to use?*

*Damage can be done with improper or non-emergency use of fire extinguisher who is going to cover those damages?*

*Tenant may feel they don't need to call give dept if they think they can put out themselves.*

*Tenants should call 911 right away and leave resident who decides what constitute safe and sanitary?*

*Garbage facilities are provided and tenant still leaves in hallways, their closets or dumps right outside of dumpster.*

*Who & how is it decided the occupancy on the rental permit -*

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.

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

*Who is going to enforce these responsibilities?*

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.

*When numerous inspections are needed who is going to pay for inspections? - should be tenants -*

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.

*Tenants will not call & let anyone know if there is a chance they will be responsible -*

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.

Again - Who is going to enforce this - tenants that have the electrical turned off due to non payment then use extension cords to plug into the common areas. Then what - ??

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.

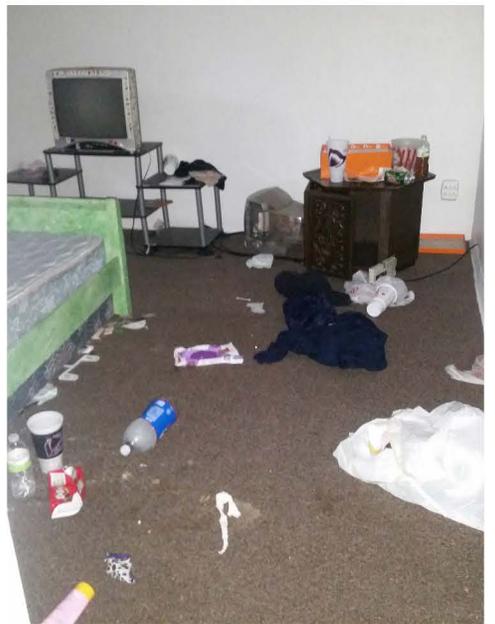
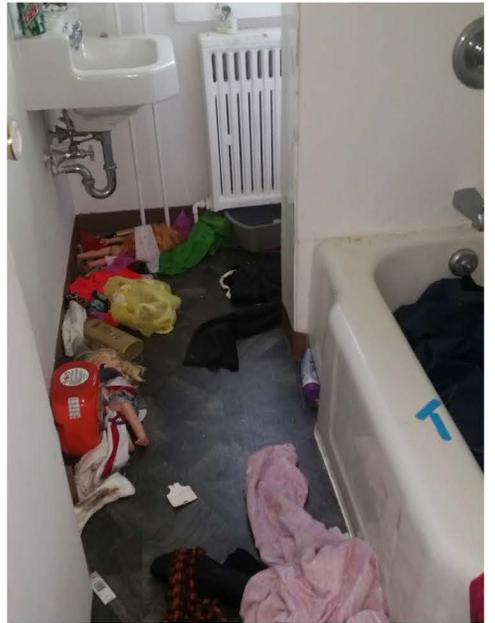
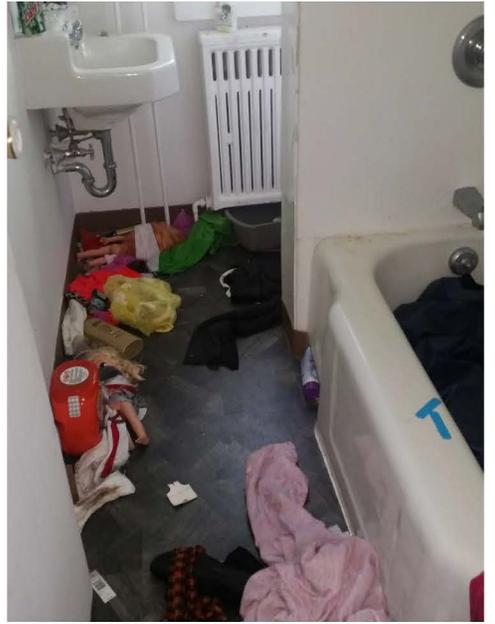
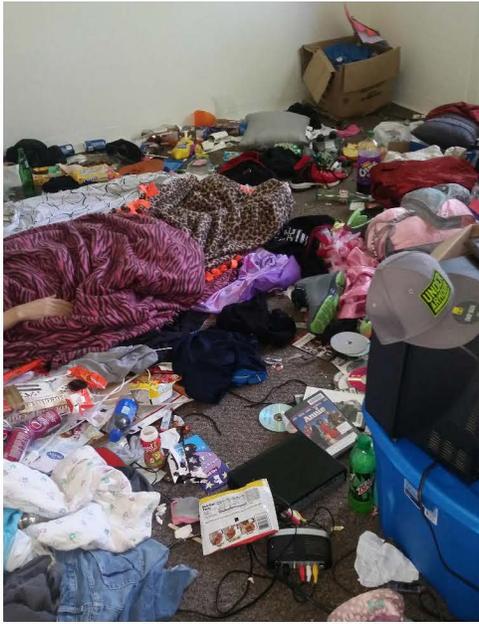
8. Occupancy Control. No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she resides to exceed the number of persons listed on the rental permit.

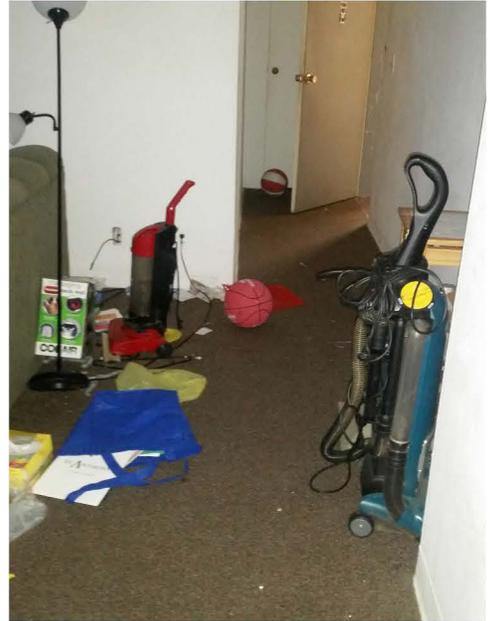
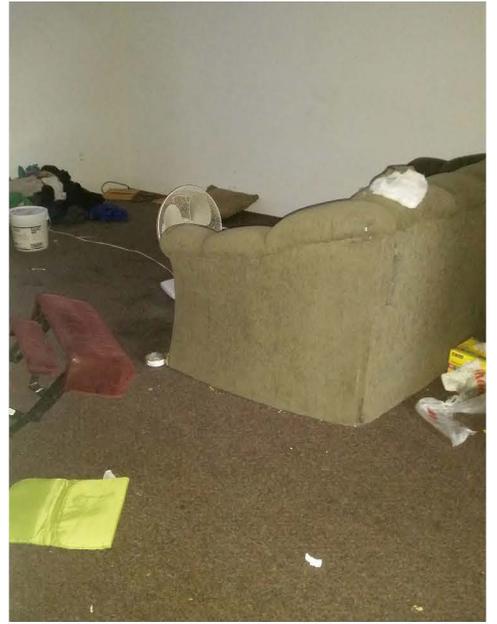
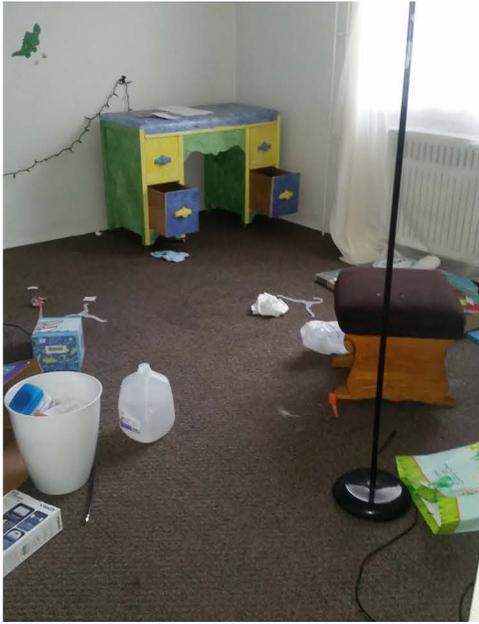
**158.10 PENALTY.** Any violation of the provisions of this chapter may constitute a municipal infraction and shall, upon conviction, be subject to penalties authorized under Chapter 4 of the City of Carroll Code of Ordinances including but not limited to, civil penalty, order for abatement, injunctive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

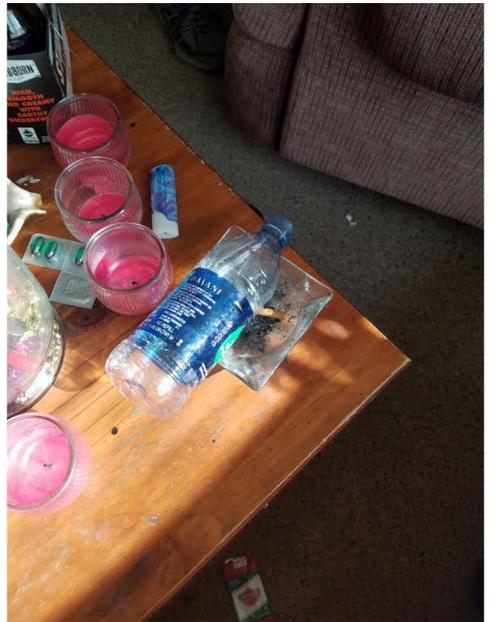
Do you think tenants are going to let owners know if there is more people living there. Extremely hard to prove. Now many people have video cameras and see the amount of people in and out each night - tenants do not admit anyone else living there.

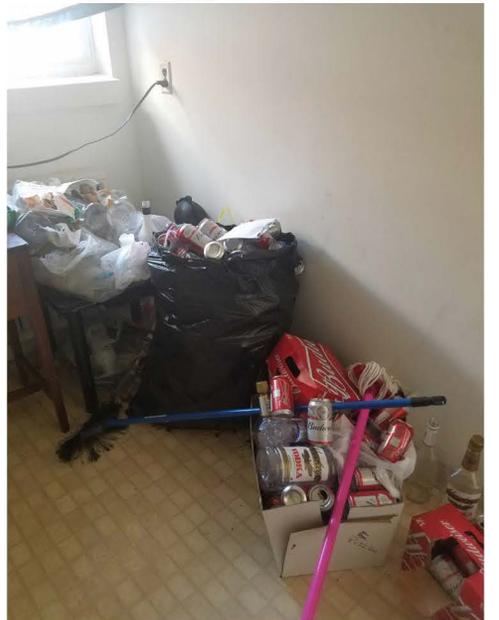
Penalties? = \$  
Who decides the penalties, order for abatement?  
Copy of City Code of Ordinance?  
Copy of State of Iowa Code?

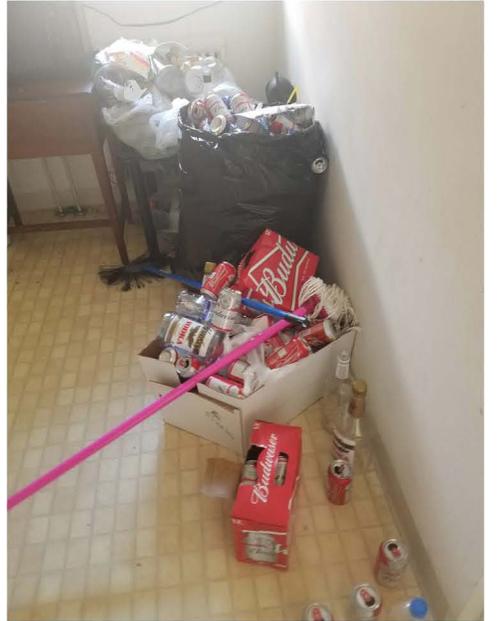
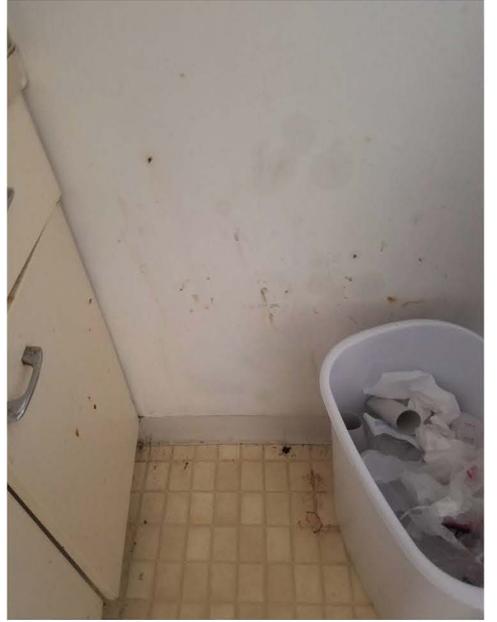
Are these provisions included in these or are they above and beyond these codes?



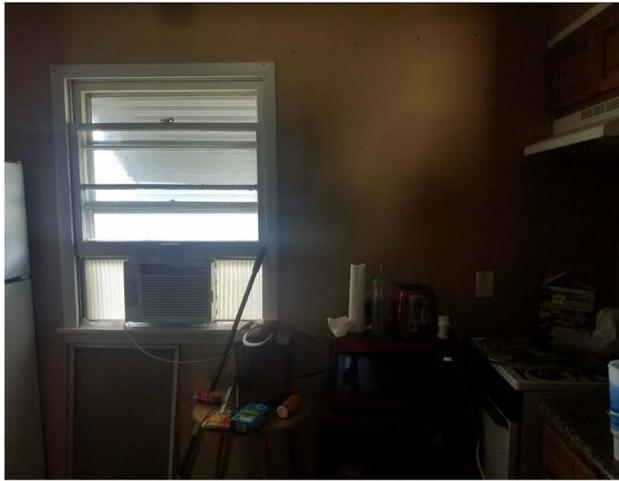


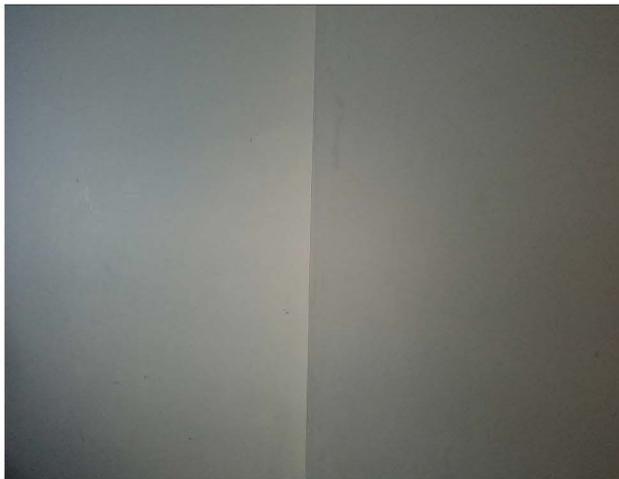
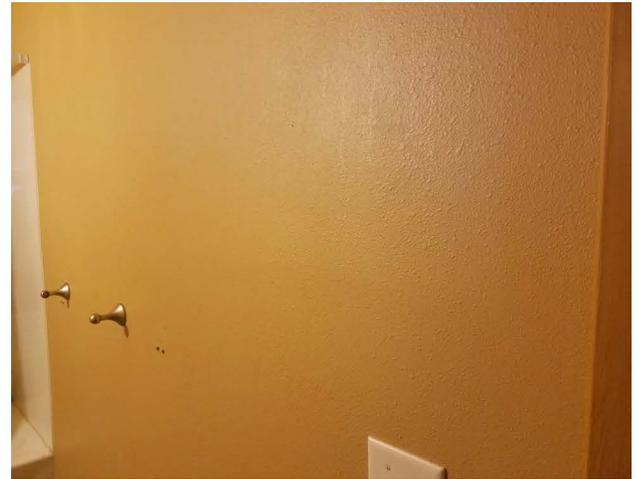






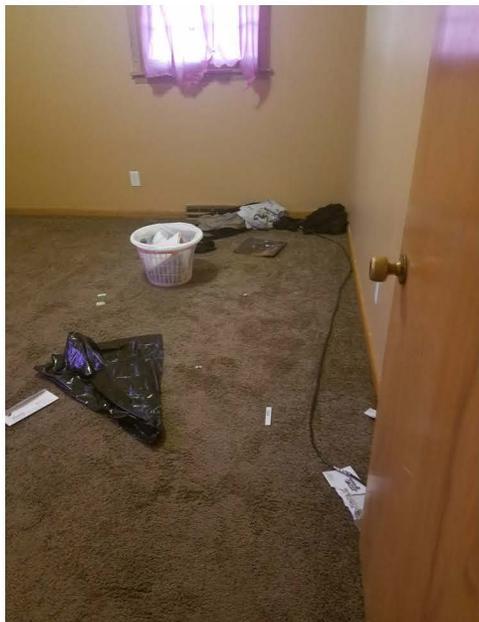
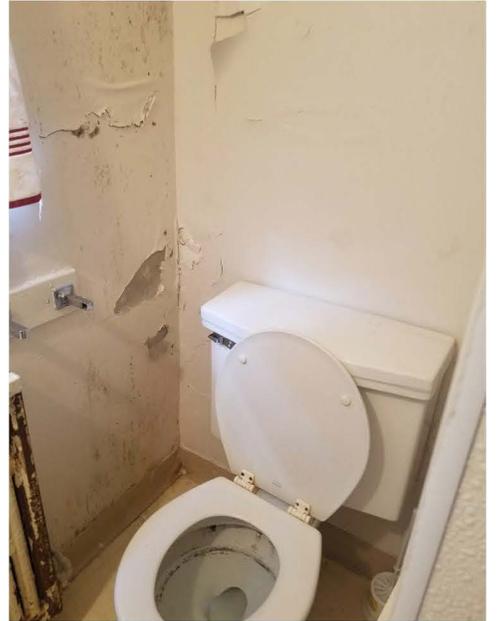


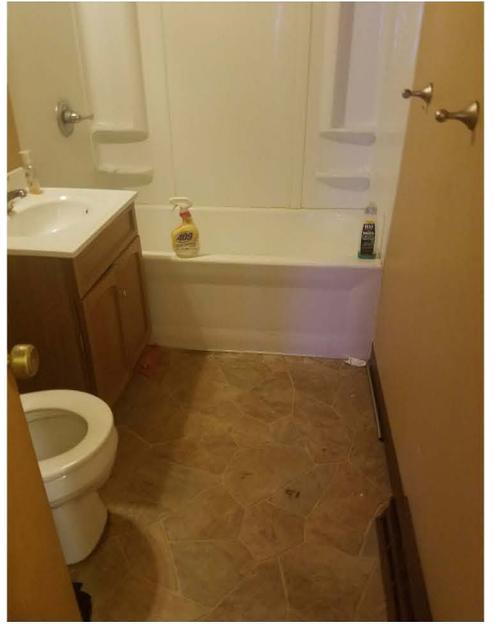


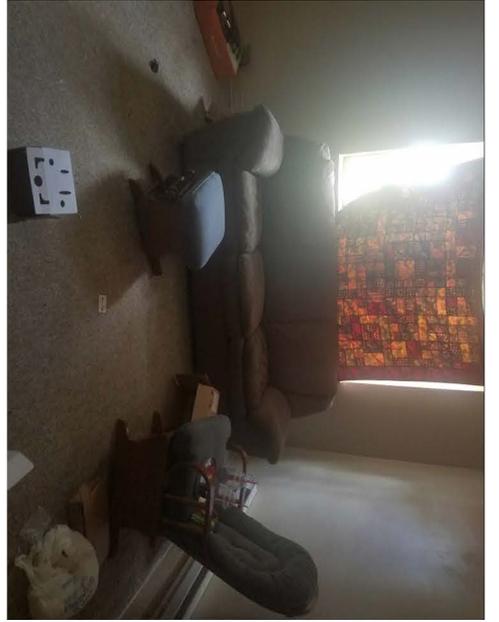


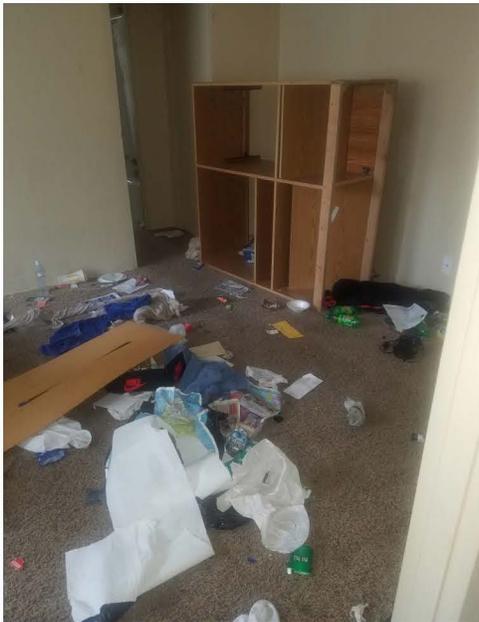
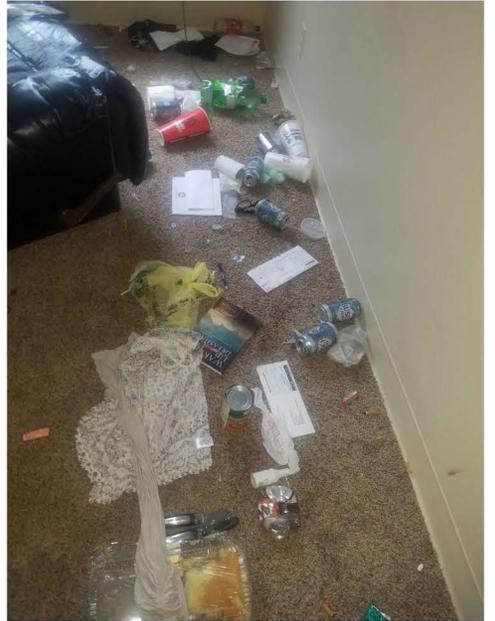
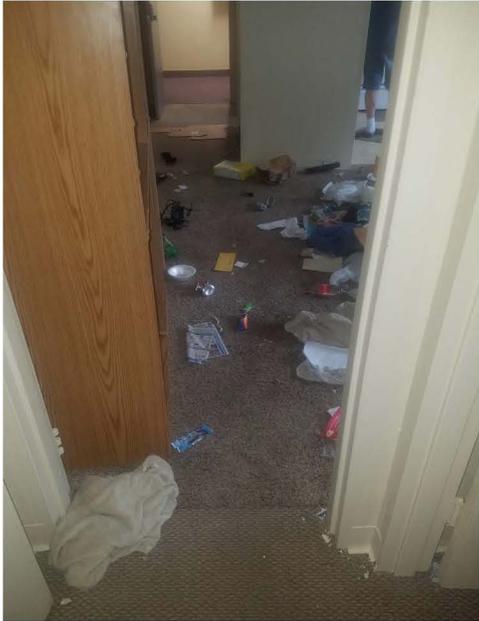
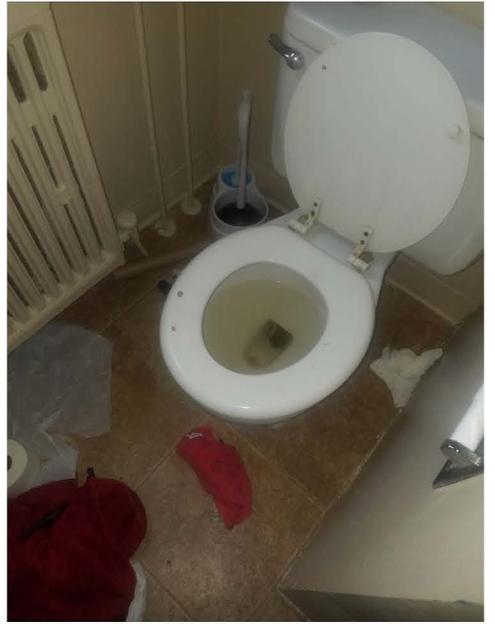


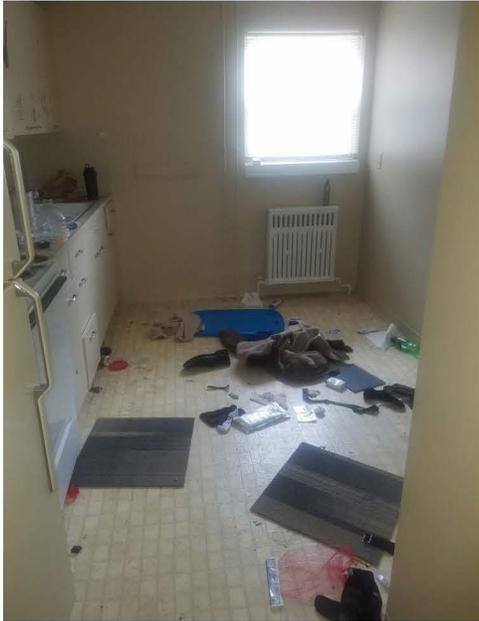






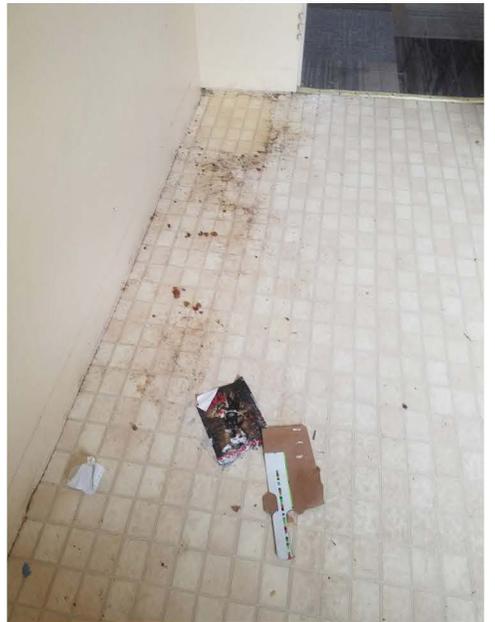
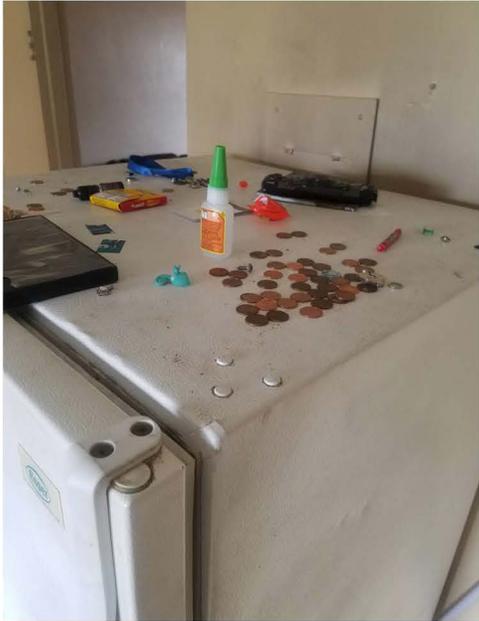




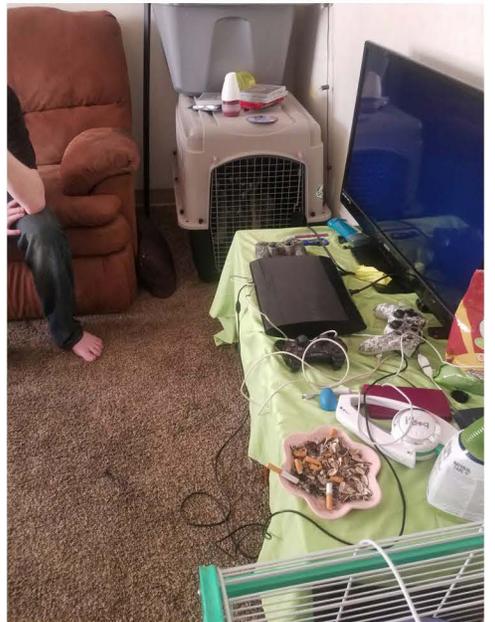
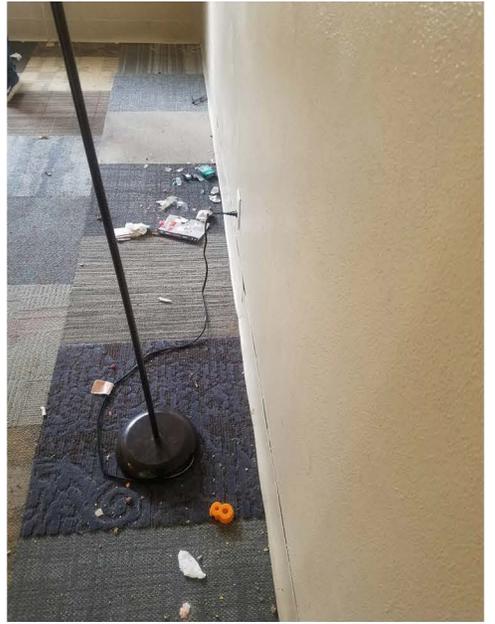
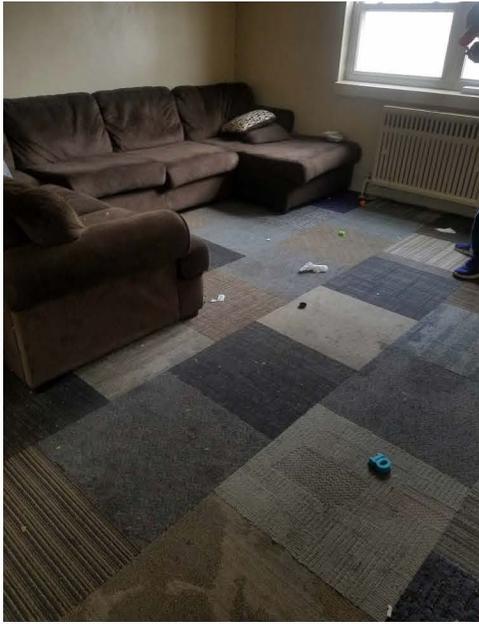


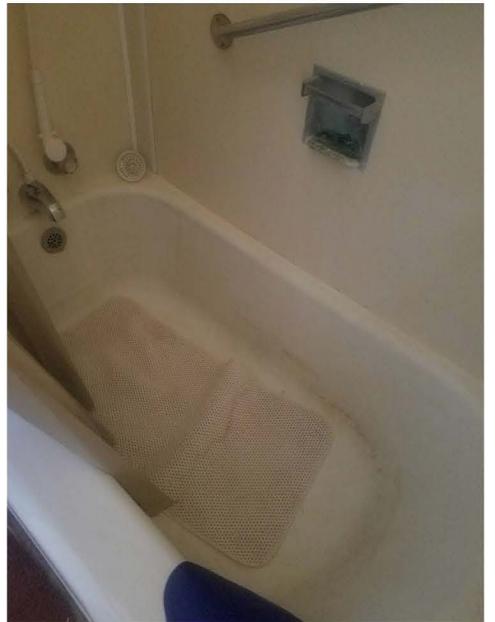
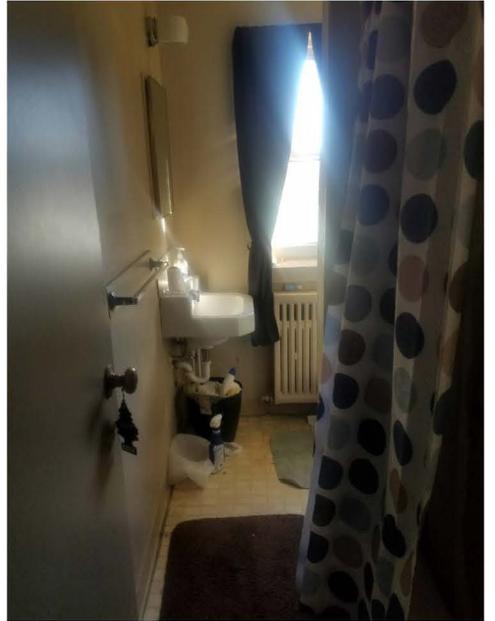
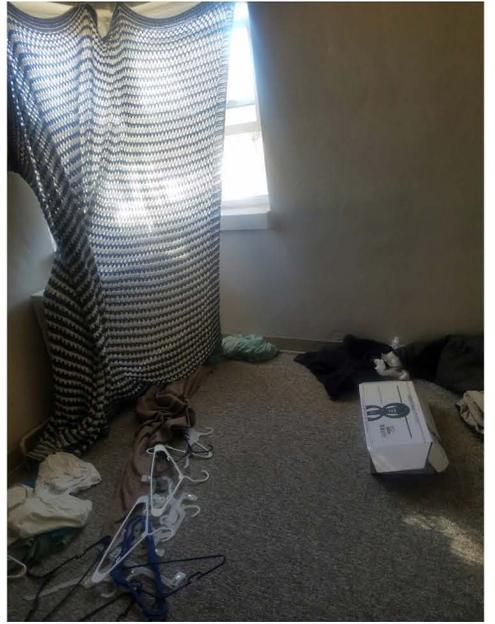


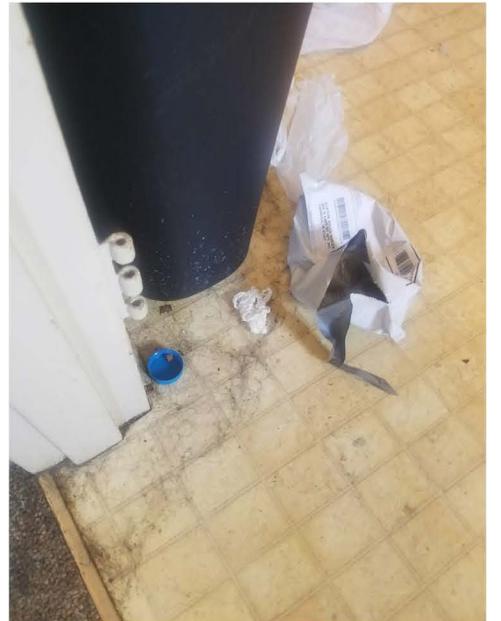
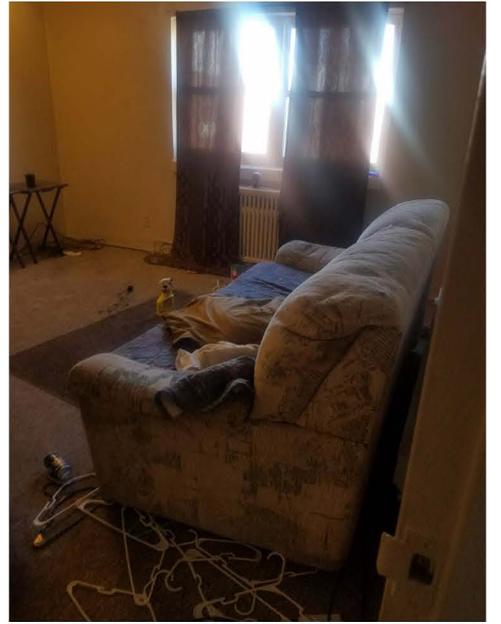


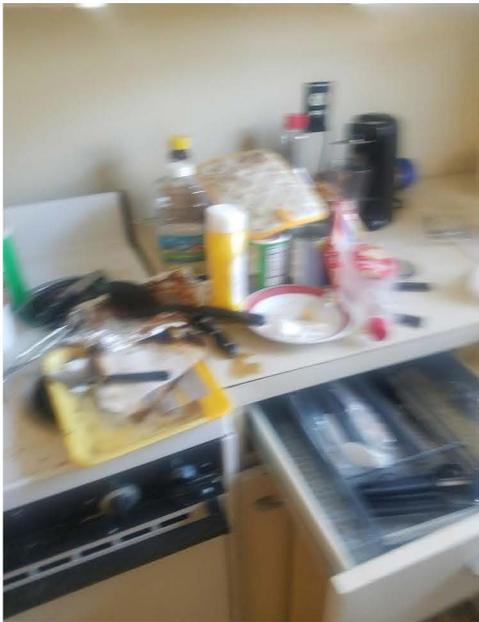
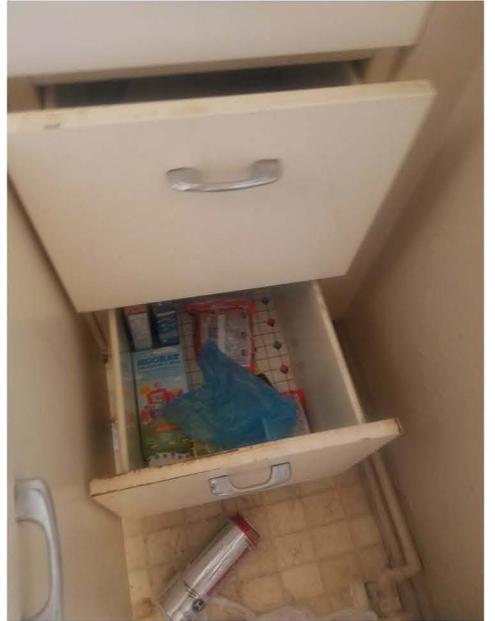


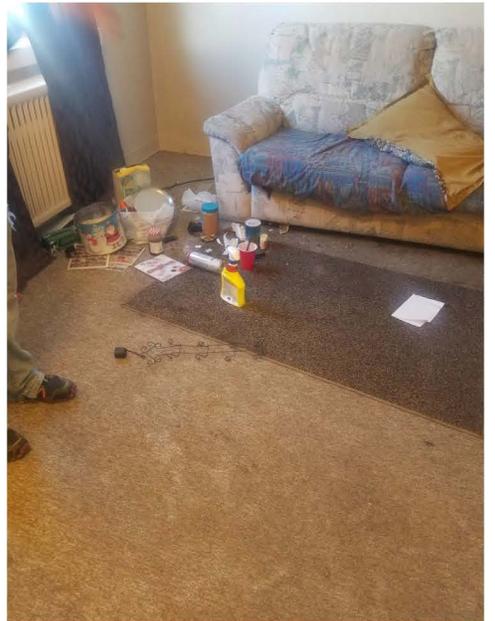
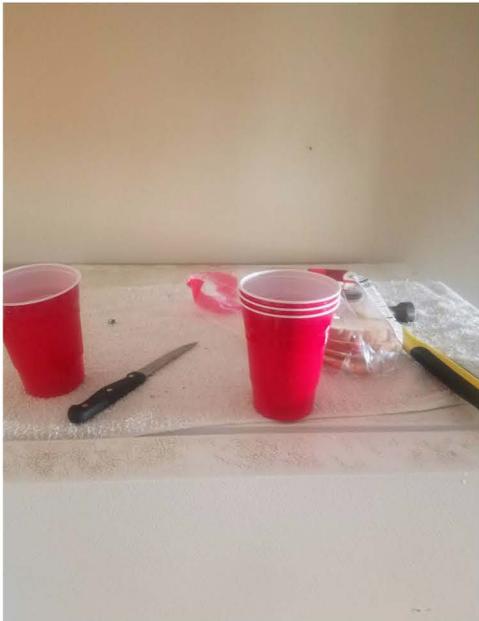


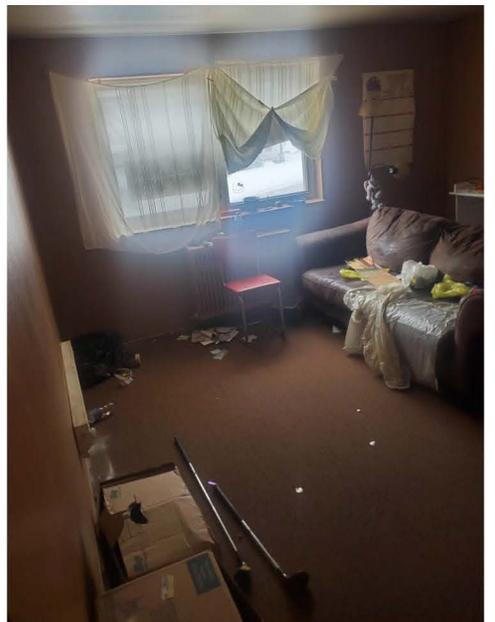
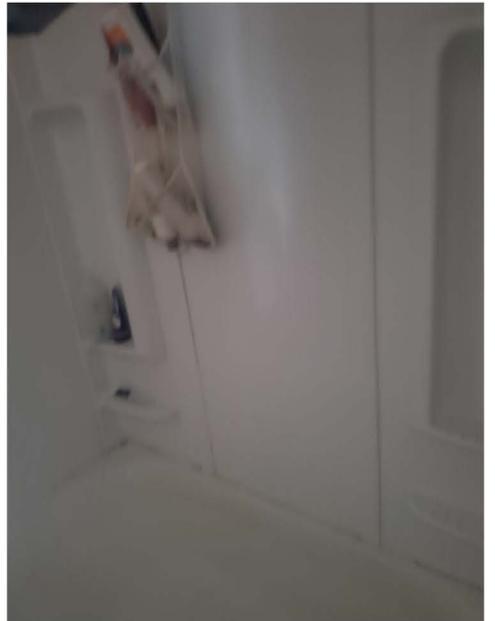
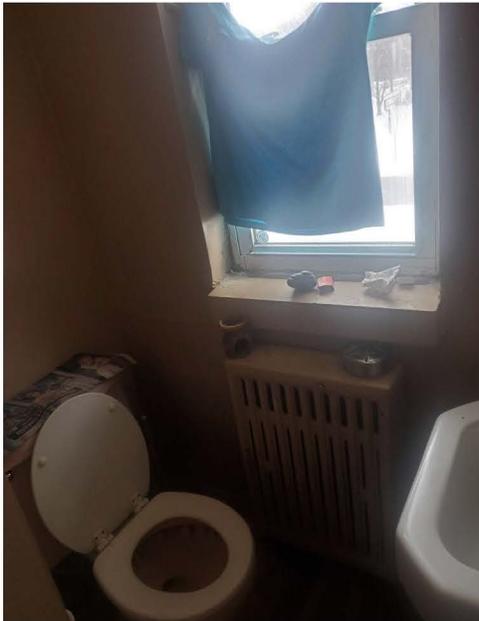
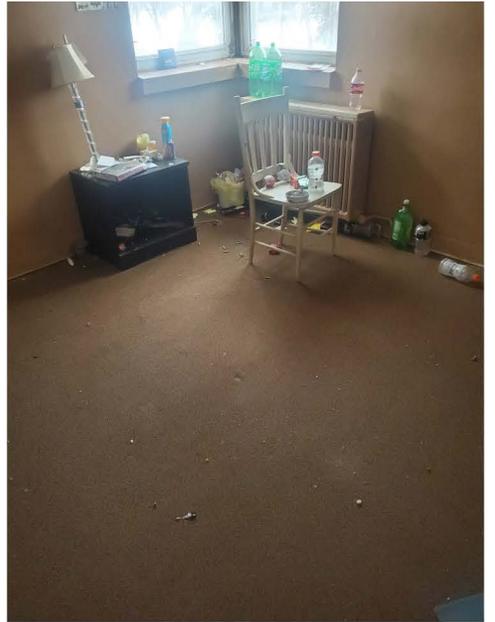
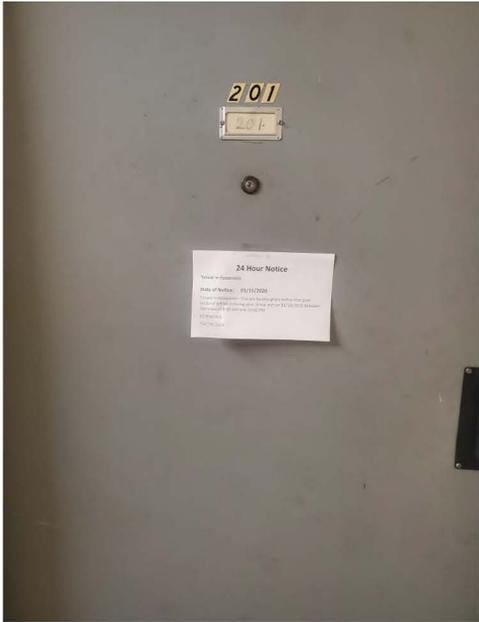


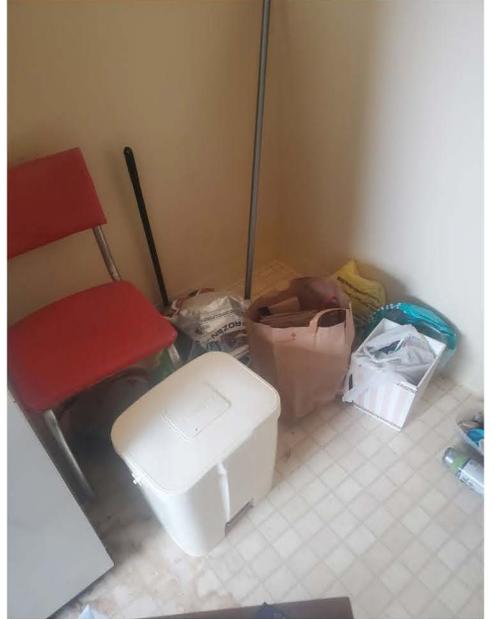
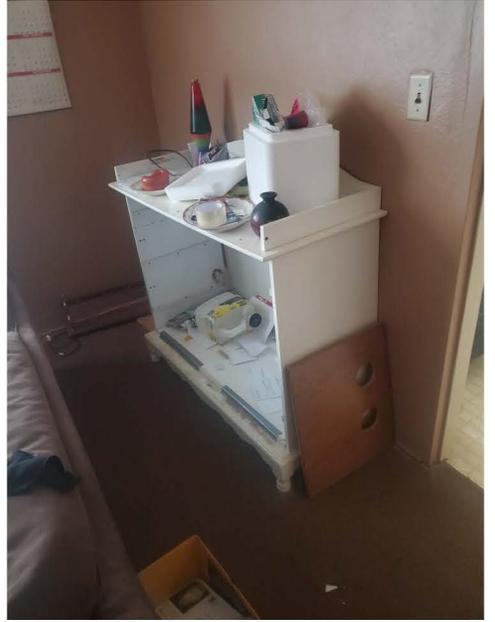
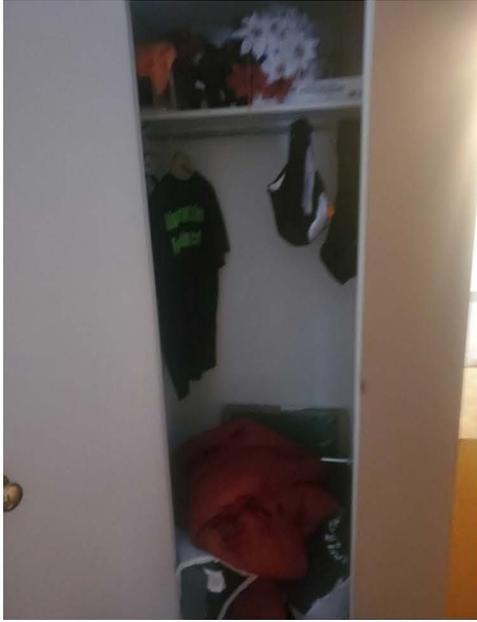


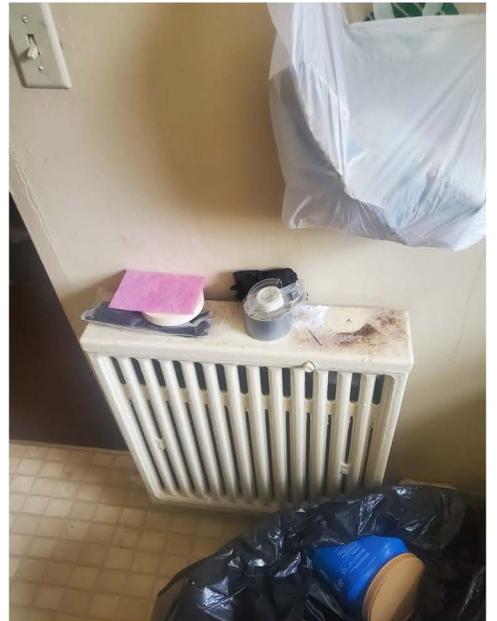
















Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 4:46 PM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Subject: FW: Rental Housing Code Concerns  
Attachments: Rental Housing Code Concerns.pdf

From: Bryan & Christie Haberl <jessam@win-4-u.net>  
Sent: Thursday, February 27, 2020 5:29 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental Housing Code Concerns

City Council Members of Carroll, Iowa,

We have two rental properties in Carroll. We are bringing up issues with the Rental Housing Code that is being considered by the City of Carroll. We feel that the decision to have this code and the hiring of a full time code enforcement officer was already decided by the city before there was input from the rental community. This proposal is punishing respectable landlords and tenants because of the actions of a few. The Monday, February 10th meeting made that very clear. Safety and complaints were the main arguments made by the council, however some of the code is clearly not based on safety. The council could not come up with the number of complaints that would justify this proposal. This Rental Housing Code proposal is a freight train moving fast with an obvious goal of trying to justify a full time position for a code enforcement officer. We feel that there should not be any Rental Housing Code. We are thankful, however, that a workshop will be scheduled and some more of our concerns and suggestions will be looked at again. We would like to express our concerns and suggestions as a landlord.

#101 158.04 Certificate of Rental Permit: This section discusses a permit that a landlord has to obtain to rent out a property. The permit has an expiration date. Why the expiration date? By obtaining the permit, the city knows that this is a rental property and who owns it. That is not going to change every year, therefore, why the expiration date? If there is a complaint, you know who the permitted landlord is and can get a hold of that landlord and that landlord can address the problem.

#102 158.07 Minimum structure standards for all rental dwellings: Our concern in this section is the smoke detectors and fire extinguisher. The state code does not require a smoke detector in each bedroom. Do you all on the council have a smoke detector in each bedroom? We do not.

#103 As far as fire extinguishers, is the city going to give instructions to the tenants on how to use one? Do you all on the council have a fire extinguisher in your home?

#104 Another concern in this area is the "shades, draperies, and window coverings". Is that Safety? The issue of whether the landlord should supply window coverings should be between the tenant and the landlord.

#105 158.09 Responsibilities of occupants relating to maintenance and occupancy of premises: How do you think we or the city are going to get the occupant to apply to these? Sometimes there are tenants who trash our properties and leave junk on the premises. Some homeowners have junk and trash on their properties too.

#106 As far as occupancy control, there are tenants who all of a sudden have their cousin, friend and/or a pet not allowed in the lease to move in. We as landlords do not have much power to get them out. Will the city help then?

#107 There is talk about a penalty. Who pays the penalty? The landlord? The tenant? And who receives the money? Certainly not the landlord whose property is being destroyed.

#108 As far as the Maintenance Guide: Exterior property: When our tenants move in there is no trash, accumulation of weeds, junk vehicles etc. If tenants accumulate these and don't cooperate with our request to clean up this stuff, are you going to help them comply to get rid of it?

#109 A paved approach from street to property line is not safety oriented. Yes, it would look better but that is

#109 Continued

not a safety issue. Many homeowners have gravel approaches. Many homeowners also have other issues listed in this maintenance area. Homeowners should have to comply also.

#110 Maintenance Guide: Interior property: Tenants are going to use extension cords. We are not going to be able to control this. As far as marking the electrical room, we can just tell and show our tenants where it is. We do this with every renter. They aren't going to just forget where it is.

#112 There are some areas in the code that specify certain dimensions of rooms and slanted ceiling heights, etc. Many of the rental houses in Carroll are older homes and some homes may have to be renovated quite a bit to comply with these codes. Many homeowners probably have certain areas in their homes that may not meet the standards of these codes either.

What about the renters. We have had our share of good and bad renters. But the wonderful rentals who are respectful of the property and to their neighbors, why would they want someone coming into their home and judging them about how they are living and inconvenience them. Rent will have to go up for them because of the actions of a few. Some may have to move to different surrounding communities to afford housing.

Going back to safety. I realize the fire department, police, etc need to be able to enter the house easily and safely. That should be an issue about every homeowner in Carroll.

#113 We feel that this proposal is definitely an overreach of the government. We feel that there should not be any Rental Housing Code. But like we said before, that has already been decided by the city without first involving the landlord community. Here are some suggestions if the city is going to pass this Rental Housing Code despite our argument against it:

- After permit/registration of a rental property there would be a one-time inspection.
- The landlords would have to comply with the regulations.
- Thereafter, tenants would be given a list of those laws and regulations.
- If there is an issue the tenant would contact the landlord first.
- If the problem does not get fixed, the tenant could contact the City of Carroll.
- The City of Carroll would get in touch with the landlord.
- If the issue is still not fixed, then a fine or loss of permit/registration.
- There should not be a yearly fee or inspection every three years.
- There should not be another inspection unless complaint.

In conclusion, we feel that there should not be any Rental Housing Code. A rental agreement/lease is between a landlord and a tenant, not the city. The city needs to stay out of the agreement that the landlord makes with the tenant. The council could not even come up with a number of complaints to justify this type of code or the hiring of a full time code enforcement officer. Just because other cities have implemented this type of rental code, does not mean that it is a good fit for Carroll.

Sincerely,  
Bryan & Christie Haberl