

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 26, 2018

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: City Hall Council Chambers

www.cityofcarroll.com

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the March 12 Meeting
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 - 1. Renewal Class "C" Liquor License with Sunday Sales – *Carroll Moose Lodge #273*
- IV. Oral Requests and Communications from the Audience
- V. Proclamation – National Library Week 2018
- VI. Ordinances
 - None
- VII. Resolutions
 - A. Wastewater Treatment Plant - Disinfection Improvements - Engineering Agreement
 - B. Wastewater Treatment Plant - Sludge Handling Evaluation - Engineering Agreement
- VIII. Reports
 - A. Police Vehicle Purchase
 - B. West Central Iowa Rural Water Association – Request to Provide Water Service within Two-Mile Limit
 - C. Downtown Streetscape Phase 8 – Certificate of Substantial Completion
 - D. Report of Bid Opening – Greens & Tee Sprayer – Golf Course - 2018
- IX. Committee Reports
- X. Monthly Activity Reports
- XI. Comments from the Mayor
- XII. Comments from the City Council

- XIII. Comments from the City Manager
- XIV. Workshop by Nathan Overberg of Ahlers & Cooney, P.C. on Economic Development Strategies & Incentive Options
- XV. Closed Session Pursuant Iowa Code 20.17(3) – Union Negotiations
- XVI. Adjourn

April/May Meetings:

- Board of Adjustment – April 2, 2018
- City Council – April 9, 2018
- Airport Commission – April 9, 2018
- Planning and Zoning Commission – April 11, 2018
- Library Board of Trustees – April 16, 2018
- City Council – April 23, 2018
- Planning and Zoning Commission – May 2, 2018
- Board of Adjustment – May 7, 2018
- City Council – May 14, 2018

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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

MARCH 12, 2018

(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. at the Council Chamber of the Farner Government Building. Members present: Misty Boes, LaVern Dirks, 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 Kots, seconded by Haley, to approve the following items on the consent agenda: a) minutes of the February 26 Council meeting, as amended; b) bills and claims in the amount of \$339,740.94; c) New 5-day class "C" liquor license for *The Lincoln Club (Kuemper Ball, May 5, 2018)*, New class "E" liquor license including native wine, carryout beer and Sunday sales – *Casey's General Store #3082*, Renewal of class "B" beer permit including wine coolers and Sunday sales – *Godfathers Pizza* and Renewal of class "C" native wine and outdoor service – *Santa Maria Vineyard and Winery*; and d) Mayoral re-appointment of Phil Markway and Sheri Mertz to the Civil Service Commission for four year terms ending April 1, 2022. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

There were no oral requests or communications from the audience.

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It was moved by Fleshner, seconded by Dirks, to approve the bid from Carroll Control Systems in the amount of \$23,640.00 for the replacement of HVAC #4 at the Carroll Rec Center. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

At 5:21 p.m. Mayor Jensen opened a public hearing for the FY 2018/2019 Budget. Mark Beardmore, Carroll, Iowa resident, addressed Council on this issue. Mayor Jensen closed said hearing at 5:42 p.m.

It was moved by Haley, seconded by Fleshner, to approve Resolution No. 1832, Adopting the Annual Budget for the Fiscal Year Ending June 30, 2019. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Haley, seconded by Kots, to approve Resolution No. 1833, Farm Lease with the Carroll Area FFA Chapter to farm crops of approximately 6 acres of the city cemetery property. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Haley, seconded by Fleshner, to postpone until March 26, 2018, the discussion of the agenda item of West Central Iowa Rural Water Association – Request to Provide Water Service within Two-Mile Limit. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Fleshner, seconded by Haley, to adjourn at 5:48 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

03-22-2018 02:07 PM
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
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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018
PARTIALLY ITEMS DATES:	3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018
UNPAID ITEMS DATES :		3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-002178	ALEX KLEVER	IPOA TRAINING AND CONFERENCE	87.20	87.20-	110668	3/09/18	0.00
		** TOTALS **	87.20	87.20-			0.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	10,665.58	10,665.58-	110678	3/09/18	0.00
		** TOTALS **	10,665.58	10,665.58-			0.00
01-002080	AMAZON/SYNCHRONY BANK	BOOKS, VIDEO & CHROMEBOXES	937.70	937.70-	110804	3/22/18	0.00
		** TOTALS **	937.70	937.70-			0.00
01-002861	ANTHONY AMDOR	TACTICAL MEDICINE FOR PATROL	52.43	52.43-	110672	3/09/18	0.00
		** TOTALS **	52.43	52.43-			0.00
01-002370	ARNOLD MOTOR SUPPLY	REVERSE LIGHT #23	17.99	0.00	000000	0/00/00	17.99
		** TOTALS **	17.99	0.00			17.99
01-002818	BAKER AND TAYLOR INC.	BOOKS RETURNED	14.96-	14.96	110807	3/22/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS RETURNED	12.90-	12.90	110807	3/22/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS RETURNED	28.18-	28.18	110807	3/22/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS RETURNED	5.99-	5.99	110807	3/22/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	752.82	752.82-	110807	3/22/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	614.80	614.80-	110807	3/22/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	628.03	628.03-	110807	3/22/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	533.52	533.52-	110807	3/22/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	12.75	12.75-	110807	3/22/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	13.75	13.75-	110807	3/22/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	13.00	13.00-	110807	3/22/18	0.00
		** TOTALS **	2,506.64	2,506.64-			0.00
01-001943	BAUER BUILT TIRE CENTER	#28 TIRE BALANCING	62.50	0.00	000000	0/00/00	62.50
		** TOTALS **	62.50	0.00			62.50
01-003515	BOMGAARS	HYDRAULIC FLUID	27.99	27.99-	110776	3/16/18	0.00
01-003515	BOMGAARS	REPAIR PARTS	83.97	83.97-	110776	3/16/18	0.00
01-003515	BOMGAARS	REPAIR PARTS	38.97	38.97-	110776	3/16/18	0.00
01-003515	BOMGAARS	OUTLET COVERS - CBD POLES	10.55	0.00	000000	0/00/00	10.55
01-003515	BOMGAARS	REPAIR PARTS	33.98	0.00	000000	0/00/00	33.98
01-003515	BOMGAARS	AIR COMPRESSOR	89.99	0.00	000000	0/00/00	89.99
01-003515	BOMGAARS	CONCRETE TRAILER SUPPLIES	62.23	0.00	000000	0/00/00	62.23
01-003515	BOMGAARS	GLOVES AND SUPPLIES	36.35	0.00	000000	0/00/00	36.35
01-003515	BOMGAARS	SUPPLIES	23.99	0.00	000000	0/00/00	23.99
01-003515	BOMGAARS	SUPPLIES	32.76	0.00	000000	0/00/00	32.76
		** TOTALS **	440.78	150.93-			289.85
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,501.14	2,501.14-	110676	3/09/18	0.00

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VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
** TOTALS **			2,501.14	2,501.14-			0.00
01-003670	BRIGGS INC OF OMAHA	RESTROOM REPAIRS	19.60	0.00	000000	0/00/00	19.60
01-003670	BRIGGS INC OF OMAHA	RESTROOM REPAIR PARTS	260.09	0.00	000000	0/00/00	260.09
** TOTALS **			279.69	0.00			279.69
01-003693	BRUNER & BRUNER	GENERAL WORK	594.00	0.00	000000	0/00/00	594.00
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	864.00	0.00	000000	0/00/00	864.00
01-003693	BRUNER & BRUNER	POLICE DEPARTMENT	2,160.00	0.00	000000	0/00/00	2,160.00
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	162.00	0.00	000000	0/00/00	162.00
01-003693	BRUNER & BRUNER	TRANSMISSION MAIN	189.00	0.00	000000	0/00/00	189.00
** TOTALS **			3,969.00	0.00			3,969.00
01-004138	CAPITAL SANITARY SUPPLY	FLOOR SCRUBBER PADS	53.00	0.00	000000	0/00/00	53.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	344.24	0.00	000000	0/00/00	344.24
** TOTALS **			397.24	0.00			397.24
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	110785	3/16/18	0.00
** TOTALS **			350.00	350.00-			0.00
01-004115	CARPENTER UNIFORM CO.	UNIFORM SHIRTS BENSLEY	130.35	0.00	000000	0/00/00	130.35
** TOTALS **			130.35	0.00			130.35
01-003045	CARPET ONE FLOOR & HOME	BUILDING REPAIRS	189.12	0.00	000000	0/00/00	189.12
** TOTALS **			189.12	0.00			189.12
01-004132	CARROLL AVIATION INC.	CONTRACT	6,450.00	6,450.00-	110777	3/16/18	0.00
** TOTALS **			6,450.00	6,450.00-			0.00
01-004155	CARROLL COUNTY	GASOLINE	7,225.67	0.00	000000	0/00/00	7,225.67
** TOTALS **			7,225.67	0.00			7,225.67
01-004158	CARROLL COUNTY AMBULANCE	CPR TRAINING	91.00	0.00	000000	0/00/00	91.00
** TOTALS **			91.00	0.00			91.00
01-004193	CARROLL FIRE DEPARTMENT	FEB. FIRE CALLS AND DRILLS	1,810.00	0.00	000000	0/00/00	1,810.00
** TOTALS **			1,810.00	0.00			1,810.00
01-004195	CARROLL GLASS CO.	REPAIR PARTS	30.00	0.00	000000	0/00/00	30.00
** TOTALS **			30.00	0.00			30.00
01-004196	CARROLL HYDRAULICS	HYDRAULIC HOSE #28 PLOW	75.14	0.00	000000	0/00/00	75.14
** TOTALS **			75.14	0.00			75.14

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01-002977	CARROLL REFUSE SERVICE	FEBRUARY GARBAGE	57.00	57.00-	110773	3/16/18	0.00
01-002977	CARROLL REFUSE SERVICE	FEB. 2018 TRASH COLLECTIONS	10,761.39	10,761.39-	110673	3/09/18	0.00
		** TOTALS **	10,818.39	10,818.39-			0.00
01-004325	CENTRAL IOWA DISTRIBUTING	OPERATING SUPPLIES	146.60	0.00	000000	0/00/00	146.60
		** TOTALS **	146.60	0.00			146.60
01-002998	CENTURYLINK	BACK-UP PHONE LINE	108.06	108.06-	110774	3/16/18	0.00
01-002998	CENTURYLINK	BACK-UP PHONE LINE	56.82	56.82-	110775	3/16/18	0.00
		** TOTALS **	164.88	164.88-			0.00
01-002867	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	142.01	0.00	000000	0/00/00	142.01
		** TOTALS **	142.01	0.00			142.01
01-004523	CITY DIRECTORY INC	CITY DIRECTORY BOOK	196.00	196.00-	110811	3/22/18	0.00
		** TOTALS **	196.00	196.00-			0.00
01-004835	COMMERCIAL SAVINGS BANK	FEB. ACH PROCESSING FEES	114.18	114.18-	000000	3/12/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	11,325.69	11,325.69-	000144	3/15/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	13,355.90	13,355.90-	000144	3/15/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,071.86	4,071.86-	000144	3/15/18	0.00
		** TOTALS **	28,867.63	28,867.63-			0.00
01-004836	COMMUNITY OIL CO. INC.	OIL FOR TRUCKS	80.29	0.00	000000	0/00/00	80.29
01-004836	COMMUNITY OIL CO. INC.	RED FUEL	450.00	450.00-	110778	3/16/18	0.00
01-004836	COMMUNITY OIL CO. INC.	DIESEL TREATMENT	10.90	10.90-	110778	3/16/18	0.00
		** TOTALS **	541.19	460.90-			80.29
01-000366	COMPUTER & NETWORK SPEC	COMPUTER REPAIRS	30.00	0.00	000000	0/00/00	30.00
01-000366	COMPUTER & NETWORK SPEC	INTERNET	313.00	0.00	000000	0/00/00	313.00
		** TOTALS **	343.00	0.00			343.00
01-000911	COMPUTER CONCEPTS OF IOWA	IT MAINTENANCE	265.21	265.21-	110801	3/22/18	0.00
01-000911	COMPUTER CONCEPTS OF IOWA	IT MAINTENANCE	310.00	310.00-	110801	3/22/18	0.00
		** TOTALS **	575.21	575.21-			0.00
01-001539	CONFLUENCE	PHASE CONSTR. OBSERVATION	981.30	0.00	000000	0/00/00	981.30
01-001539	CONFLUENCE	STREETSCAPE PHASE 9	17,221.20	0.00	000000	0/00/00	17,221.20
		** TOTALS **	18,202.50	0.00			18,202.50
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
		** TOTALS **	28,431.00	0.00			28,431.00

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VENDOR	----	VENDOR NAME	-----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---
01-001595		COUNSEL OFFICE & DOCUMENT		COPIER CONTRACT	180.31	180.31-	110803	3/22/18		0.00
01-001595		COUNSEL OFFICE & DOCUMENT		COPIER CONTRACT	237.85	0.00	000000	0/00/00		237.85
01-001595		COUNSEL OFFICE & DOCUMENT		COPIER CONTRACT	146.10	0.00	000000	0/00/00		146.10
				** TOTALS **	564.26	180.31-				383.95
01-005410		DAILY TIMES HERALD		PUBLICITY	140.00	140.00-	110812	3/22/18		0.00
				** TOTALS **	140.00	140.00-				0.00
01-012590		ECHO ELECTRIC SUPPLY		BULBS AND WIRE	37.28	0.00	000000	0/00/00		37.28
01-012590		ECHO ELECTRIC SUPPLY		SIGN SUPPLIES	22.05	0.00	000000	0/00/00		22.05
				** TOTALS **	59.33	0.00				59.33
01-006810		ECOWATER SYSTEMS		COOLER RENT/WATER	91.37	91.37-	110779	3/16/18		0.00
				** TOTALS **	91.37	91.37-				0.00
01-002627		ETHAN KATHOL		TACTICAL MEDICINE FOR PATROL	139.49	139.49-	110670	3/09/18		0.00
				** TOTALS **	139.49	139.49-				0.00
01-002644		ETS CORPORATION		CC PROCESSING FEES	312.46	312.46-	000000	3/09/18		0.00
				** TOTALS **	312.46	312.46-				0.00
01-008035		FARNER-BOCKEN CO.		CLEANING SUPPLIES	618.52	0.00	000000	0/00/00		618.52
				** TOTALS **	618.52	0.00				618.52
01-008050		FASTENAL COMPANY		#35 SUPPLIES	1.72	0.00	000000	0/00/00		1.72
01-008050		FASTENAL COMPANY		SAFETY VESTS	45.92	0.00	000000	0/00/00		45.92
01-008050		FASTENAL COMPANY		SCREWS	6.53	0.00	000000	0/00/00		6.53
				** TOTALS **	54.17	0.00				54.17
01-006860		FELD FIRE EQUIPMENT CO.		FIRE EXTINGUISHER INSPECTION	220.19	0.00	000000	0/00/00		220.19
				** TOTALS **	220.19	0.00				220.19
01-002806		FOUNDATION ANALYTICAL LAB		LAB TESTING	570.00	0.00	000000	0/00/00		570.00
				** TOTALS **	570.00	0.00				570.00
01-000006		GARY BELLINGHAUSEN		IPOA CONFERENCE	87.20	87.20-	110664	3/09/18		0.00
				** TOTALS **	87.20	87.20-				0.00
01-009500		GEHLING WELDING & REPAIR		REPAIR PARTS	13.50	0.00	000000	0/00/00		13.50
01-009500		GEHLING WELDING & REPAIR		SUPPLIES	18.72	0.00	000000	0/00/00		18.72
				** TOTALS **	32.22	0.00				32.22
01-002567		GEHLPRO WELDING		EQUIPMENT REPAIRS	40.00	0.00	000000	0/00/00		40.00

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VENDOR SET: 01 City of Carroll
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=====ITEM DATES=====
3/09/2018 THRU 3/22/2018
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3/09/2018 THRU 3/22/2018

VENDOR	---- VENDOR NAME ----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	---BALANCE---
		** TOTALS **	40.00	0.00			40.00
01-009535	GENERAL RENTAL	CONCRETE BLADE	14.00	0.00	000000	0/00/00	14.00
		** TOTALS **	14.00	0.00			14.00
01-009540	GENERAL TRAFFIC CONTROLS	SIGN & SIGNAL SUPPLIES	823.15	0.00	000000	0/00/00	823.15
		** TOTALS **	823.15	0.00			823.15
01-010156	GRAPHIC EDGE, THE	SPRING SOCCER SHIRTS	689.75	0.00	000000	0/00/00	689.75
01-010156	GRAPHIC EDGE, THE	SPRING SOCCER SHIRTS	672.50	0.00	000000	0/00/00	672.50
01-010156	GRAPHIC EDGE, THE	SPRING SOCCER SHIRTS	993.25	0.00	000000	0/00/00	993.25
01-010156	GRAPHIC EDGE, THE	SPRING SOCCER SHIRTS	844.75	0.00	000000	0/00/00	844.75
01-010156	GRAPHIC EDGE, THE	SPRING SOCCER SHIRTS	286.75	0.00	000000	0/00/00	286.75
01-010156	GRAPHIC EDGE, THE	SPRING SOCCER SHIRTS	528.50	0.00	000000	0/00/00	528.50
01-010156	GRAPHIC EDGE, THE	SPRING SOCCER SHIRTS	4.25	0.00	000000	0/00/00	4.25
		** TOTALS **	4,019.75	0.00			4,019.75
01-010605	HACH CHEMICAL COMPANY	LAB SUPPLIES	877.97	0.00	000000	0/00/00	877.97
		** TOTALS **	877.97	0.00			877.97
01-011831	HY-VEE INC.	MERMAID PARTY SUPPLIES	89.41	89.41-	110813	3/22/18	0.00
01-011831	HY-VEE INC.	SUPPLIES	26.94	26.94-	110813	3/22/18	0.00
		** TOTALS **	116.35	116.35-			0.00
01-012552	INDUSTRIAL BEARING SUPP.	SEALS FOR BRINE TRAILER	8.91	0.00	000000	0/00/00	8.91
		** TOTALS **	8.91	0.00			8.91
01-012635	IOWA DEPARTMENT OF TRANSP	OPERATING SUPPLIES	642.90	0.00	000000	0/00/00	642.90
		** TOTALS **	642.90	0.00			642.90
01-005825	IOWA DIVISION OF LABOR SE	BOILER INSPECTION	40.00	0.00	000000	0/00/00	40.00
		** TOTALS **	40.00	0.00			40.00
01-012660	IOWA LIBRARY ASSOCIATION	CONFERENCE REGISTRATION	25.00	25.00-	110814	3/22/18	0.00
		** TOTALS **	25.00	25.00-			0.00
01-012666	IOWA ONE CALL	FEBRUARY 2018 LOCATES	18.90	0.00	000000	0/00/00	18.90
		** TOTALS **	18.90	0.00			18.90
01-012678	IOWA PRISON INDUSTRIES	SIGN & SIGNAL SUPPLIES	5,071.50	0.00	000000	0/00/00	5,071.50
01-012678	IOWA PRISON INDUSTRIES	SIGN & SIGNAL SUPPLIES	5,465.90	0.00	000000	0/00/00	5,465.90
		** TOTALS **	10,537.40	0.00			10,537.40
01-012685	IOWA SMALL ENGINE CENTER	SUPPLIES	49.81	0.00	000000	0/00/00	49.81

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PARTIALLY ITEMS DATES:	3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018
UNPAID ITEMS DATES :		3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-012685	IOWA SMALL ENGINE CENTER	REPAIR PARTS	18.96	0.00	000000	0/00/00	18.96
01-012685	IOWA SMALL ENGINE CENTER	BIKE PEDALS	39.99	0.00	000000	0/00/00	39.99
		** TOTALS **	108.76	0.00			108.76
01-012693	IOWA STATE UNIVERSITY	FF1 TEST FEE AUSTIN GOETZINGER	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-000786	JACK WARDELL	LANDSCAPE STRUCTURES TOUR	294.30	294.30-	110800	3/22/18	0.00
		** TOTALS **	294.30	294.30-			0.00
01-002291	JASON KIRSCH	BOOTS	150.00	150.00-	110772	3/16/18	0.00
		** TOTALS **	150.00	150.00-			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
01-003211	JEFF CLASEN	REFUND GOLF ACH MEMBERSHIP	121.26	0.00	000000	0/00/00	121.26
		** TOTALS **	121.26	0.00			121.26
01-003198	JEFF NICHOLS	ACADEMY MILEAGE - FEBRUARY	146.06	146.06-	110674	3/09/18	0.00
		** TOTALS **	146.06	146.06-			0.00
01-013917	JEO CONSULTING GROUP INC.	3RD ST HMA RESURFACING	666.00	0.00	000000	0/00/00	666.00
01-013917	JEO CONSULTING GROUP INC.	2018 STREET RESURFACING	35,820.00	0.00	000000	0/00/00	35,820.00
		** TOTALS **	36,486.00	0.00			36,486.00
01-025020	JOHN DEERE FINANCIAL	ALTERNATOR #32	615.19	615.19-	110818	3/22/18	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	50.82	50.82-	110818	3/22/18	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	5.74	5.74-	110818	3/22/18	0.00
		** TOTALS **	671.75	671.75-			0.00
01-002700	JUSTIN FERRIN	K-9 TRAINING	67.70	67.70-	110671	3/09/18	0.00
		** TOTALS **	67.70	67.70-			0.00
01-000994	KABEL BUSINESS SERVICES -	FEB HRA CHECKS	8,496.10	8,496.10-	000000	3/21/18	0.00
01-000994	KABEL BUSINESS SERVICES -	FEB HRA PARTICIPANT FEES	169.00	169.00-	000000	3/19/18	0.00
01-000994	KABEL BUSINESS SERVICES -	FEB. FLEX FEES	96.50	96.50-	000000	3/12/18	0.00
		** TOTALS **	8,761.60	8,761.60-			0.00
01-002472	KENNETH BENSLEY	OC CLASS AND ILEA	80.66	80.66-	110669	3/09/18	0.00
01-002472	KENNETH BENSLEY	DRUG INTERDICTION TRAINING	135.61	135.61-	110805	3/22/18	0.00
		** TOTALS **	216.27	216.27-			0.00
01-014815	KEYSTONE LABORATORIES	MONTHLY BAC-T/FLUORIDE	137.50	0.00	000000	0/00/00	137.50

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01-014815	KEYSTONE LABORATORIES	SAMPLE ANALYSIS	210.00	0.00	000000	0/00/00	210.00
		** TOTALS **	347.50	0.00			347.50
01-010827	LEON HENDRICKS	FEB. CONTRACT METER READER	1,805.97	1,805.97-	110677	3/09/18	0.00
		** TOTALS **	1,805.97	1,805.97-			0.00
01-002933	LITTLE PRINCESS PARTIES	MERMAID PARTY SUPPLIES	555.00	0.00	000000	0/00/00	555.00
		** TOTALS **	555.00	0.00			555.00
01-017123	MANGOLD ENVIRONMENTAL	SAMPLE ANALYSIS	26.00	0.00	000000	0/00/00	26.00
		** TOTALS **	26.00	0.00			26.00
01-017125	MANNING MONITOR	SUBSCRIPTION	40.00	40.00-	110815	3/22/18	0.00
		** TOTALS **	40.00	40.00-			0.00
01-001039	MARTIN'S FLAG CO, INC.	FLAG POLE REPAIRS	116.69	0.00	000000	0/00/00	116.69
		** TOTALS **	116.69	0.00			116.69
01-017133	MASTERCARD	KERSEY GRADE CERTIFICATION	114.00	114.00-	110781	3/16/18	0.00
01-017133	MASTERCARD	ACROBAT PRO DC	14.99	14.99-	110782	3/16/18	0.00
01-017133	MASTERCARD	LADDER SAFETY LABELS	78.02	78.02-	110816	3/22/18	0.00
01-017133	MASTERCARD	CONFERENCE & TRAINING SUPPLIES	307.08	307.08-	110817	3/22/18	0.00
01-017133	MASTERCARD	SUPPLIES AND MEMBERSHIP DUES	1,380.02	1,380.02-	110821	3/22/18	0.00
		** TOTALS **	1,894.11	1,894.11-			0.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	28,485.76	28,485.76-	110679	3/09/18	0.00
		** TOTALS **	28,485.76	28,485.76-			0.00
01-017585	MIDWEST WHOLESALE	REBAR MAIN ST.	35.00	0.00	000000	0/00/00	35.00
01-017585	MIDWEST WHOLESALE	CONCERT SCREWS	13.94	0.00	000000	0/00/00	13.94
		** TOTALS **	48.94	0.00			48.94
01-001567	MIKE MERTES	STEEL TOED BOOTS	150.00	150.00-	110667	3/09/18	0.00
		** TOTALS **	150.00	150.00-			0.00
01-002951	MIKE POGGE-WEAVER	IMMI CONFERENCE	208.19	0.00	000000	0/00/00	208.19
		** TOTALS **	208.19	0.00			208.19
01-017730	MOORHOUSE READY MIX CO.	ROCK - PARKING LOTS	181.35	0.00	000000	0/00/00	181.35
01-017730	MOORHOUSE READY MIX CO.	ROCK GRAVEL ROADS	792.83	0.00	000000	0/00/00	792.83
		** TOTALS **	974.18	0.00			974.18
01-018408	NAPA AUTO PARTS	SUPPLIES RETURNED	102.85-	102.85	110783	3/16/18	0.00
01-018408	NAPA AUTO PARTS	PARTS RETURNED	105.29-	0.00	000000	0/00/00	105.29-

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UNPAID ITEMS DATES :		3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018

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01-018408	NAPA AUTO PARTS	CLEANING SUPPLIES	368.96	368.96-	110783	3/16/18	0.00
01-018408	NAPA AUTO PARTS	#28 TAIL LIGHT	37.68	0.00	000000	0/00/00	37.68
01-018408	NAPA AUTO PARTS	VEHICLE SUPPLIES	19.60	0.00	000000	0/00/00	19.60
01-018408	NAPA AUTO PARTS	BRAKES FOR BRINE TRAILER	249.18	0.00	000000	0/00/00	249.18
		** TOTALS **	467.28	266.11-			201.17
01-018634	NEU MINNICH COMITO & NEU	LEGAL FEES DANNER GRAIN LEG	2,150.00	2,150.00-	110784	3/16/18	0.00
		** TOTALS **	2,150.00	2,150.00-			0.00
01-001301	NEW COOPERATIVE INC	PRE-PAID FERTILIZER	3,375.83	3,375.83-	110770	3/16/18	0.00
		** TOTALS **	3,375.83	3,375.83-			0.00
01-002318	NEW HOPE BARGAIN SHOPPE	2 BAGS OF RAGS	10.00	0.00	000000	0/00/00	10.00
		** TOTALS **	10.00	0.00			10.00
01-019124	NORTH CENTRAL LABORATORIE	LAB SUPPLIES AND EQUIPMENT	456.98	0.00	000000	0/00/00	456.98
		** TOTALS **	456.98	0.00			456.98
01-020208	O'HALLORAN INTERNATIONAL	#23 REPAIRS	3,794.49	0.00	000000	0/00/00	3,794.49
01-020208	O'HALLORAN INTERNATIONAL	REPAIRS #23	2,783.12	0.00	000000	0/00/00	2,783.12
01-020208	O'HALLORAN INTERNATIONAL	#24 BRAKE CHAMBER	82.64	0.00	000000	0/00/00	82.64
01-020208	O'HALLORAN INTERNATIONAL	SEAL #24	17.99	0.00	000000	0/00/00	17.99
01-020208	O'HALLORAN INTERNATIONAL	#28 WHEEL HUB AND BOLTS	199.60	0.00	000000	0/00/00	199.60
01-020208	O'HALLORAN INTERNATIONAL	BRAKE PADS #28	121.20	0.00	000000	0/00/00	121.20
01-020208	O'HALLORAN INTERNATIONAL	BRAKE PARTS #28	171.80	0.00	000000	0/00/00	171.80
01-020208	O'HALLORAN INTERNATIONAL	BRAKE DUST SHIELD #28	125.52	0.00	000000	0/00/00	125.52
		** TOTALS **	7,296.36	0.00			7,296.36
01-020203	OFFICE STOP	OFFICE SUPPLIES	11.44	0.00	000000	0/00/00	11.44
		** TOTALS **	11.44	0.00			11.44
01-020326	OPTIONS INK	SUPPLIES	73.23	0.00	000000	0/00/00	73.23
		** TOTALS **	73.23	0.00			73.23
01-003210	PATRICK MC CARTY	SALVAGE VEHICLE TRAINING	82.95	82.95-	110675	3/09/18	0.00
		** TOTALS **	82.95	82.95-			0.00
01-001949	PERFORMANCE TIRE & SERVIC	TOW #23 TO SHOP	275.00	0.00	000000	0/00/00	275.00
01-001949	PERFORMANCE TIRE & SERVIC	TRUCK REPAIRS	2,382.42	2,382.42-	110771	3/16/18	0.00
		** TOTALS **	2,657.42	2,382.42-			275.00
01-001490	PITNEY BOWES/PURCHASE POW	POSTAGE METER SUPPLIES	96.89	96.89-	110802	3/22/18	0.00
01-001490	PITNEY BOWES/PURCHASE POW	POSTAGE	2,000.00	2,000.00-	110666	3/09/18	0.00
		** TOTALS **	2,096.89	2,096.89-			0.00

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01-000625	PRODUCTIVITY PLUS ACCOUNT	EQUIPMENT REPAIRS	324.00	324.00-	110665	3/09/18	0.00
		** TOTALS **	324.00	324.00-			0.00
01-003173	R & R RENTAL	APRIL CITY HALL LEASE	792.00	0.00	000000	0/00/00	792.00
		** TOTALS **	792.00	0.00			792.00
01-009870	RACCOON VALLEY ELECTRIC C	FEB. ELECTRIC SERVICE	1,402.44	1,402.44-	110780	3/16/18	0.00
		** TOTALS **	1,402.44	1,402.44-			0.00
01-003094	RACHEL VAN ERDEWYK	LIBRARY TECH CONFERENCE	299.75	299.75-	110808	3/22/18	0.00
		** TOTALS **	299.75	299.75-			0.00
01-023640	RAY'S REFUSE SERVICE	FEB. 2018 TRASH COLLECTIONS	30,167.06	30,167.06-	110680	3/09/18	0.00
		** TOTALS **	30,167.06	30,167.06-			0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	40.50	40.50-	110799	3/22/18	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	80.99	80.99-	110799	3/22/18	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	36.00	36.00-	110799	3/22/18	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	40.50	40.50-	110799	3/22/18	0.00
		** TOTALS **	197.99	197.99-			0.00
01-023815	REGION XII COG	FEB. TAXI PROGRAM DONATIONS	2,730.00	2,730.00-	110681	3/09/18	0.00
01-023815	REGION XII COG	COUNTY ROUNDTABLE	40.00	0.00	000000	0/00/00	40.00
		** TOTALS **	2,770.00	2,730.00-			40.00
01-000215	SCOTT PARCHER	STEEL TOED BOOTS	150.00	150.00-	110769	3/16/18	0.00
		** TOTALS **	150.00	150.00-			0.00
01-004178	SOLID WASTE MANAGEMENT CO	APR-JUN ASSESSMENT	30,745.00	0.00	000000	0/00/00	30,745.00
		** TOTALS **	30,745.00	0.00			30,745.00
01-025874	STERICYCLE INC	SAFETY SUPPLIES	109.15	0.00	000000	0/00/00	109.15
		** TOTALS **	109.15	0.00			109.15
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	13.64	13.64-	110819	3/22/18	0.00
01-025880	STONE PRINTING CO.	PHONE CORD	5.09	0.00	000000	0/00/00	5.09
		** TOTALS **	18.73	13.64-			5.09
01-002758	SWANK MOTION PICTURES INC	LICENSE UMBRELLA	481.00	481.00-	110806	3/22/18	0.00
		** TOTALS **	481.00	481.00-			0.00
01-027060	TREASURER OF IOWA	2/16-2/28/2018 SALES TAX	9,856.00	9,856.00-	000000	3/12/18	0.00
01-027060	TREASURER OF IOWA	FEB. SALES TAX	2,837.00	2,837.00-	000000	3/20/18	0.00

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VENDOR	----	VENDOR NAME	-----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---
				** TOTALS **	12,693.00	12,693.00-				0.00
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 2/24/2018	48.40	48.40-	110682	3/09/18		0.00
01-028168		UNITED PARCEL SERVICE		FREIGHT W/E 3/3/2018	38.86	38.86-	110683	3/09/18		0.00
01-028168		UNITED PARCEL SERVICE		FREIGHT W/E 3/10/2018	94.66	94.66-	110786	3/16/18		0.00
01-028168		UNITED PARCEL SERVICE		FREIGHT W/E 3/17/2018	66.48	66.48-	110820	3/22/18		0.00
				** TOTALS **	248.40	248.40-				0.00
01-028174		UNITED STATES CELLULAR		CELL PHONE - KRAUEL	79.25	79.25-	110684	3/09/18		0.00
				** TOTALS **	79.25	79.25-				0.00
01-028435		UTILITY EQUIPMENT COMPANY		OPERATING SUPPLIES	1,317.02	0.00	000000	0/00/00		1,317.02
				** TOTALS **	1,317.02	0.00				1,317.02
01-029013		VERIZON WIRELESS		AIR CARDS	280.49	280.49-	110685	3/09/18		0.00
01-029013		VERIZON WIRELESS		PHONES	381.57	381.57-	110685	3/09/18		0.00
				** TOTALS **	662.06	662.06-				0.00
01-030120		WAL-MART STORE #01-1787		BATTERIES	29.61	0.00	000000	0/00/00		29.61
01-030120		WAL-MART STORE #01-1787		BABYSITTING CLASS SUPPLIES	117.40	0.00	000000	0/00/00		117.40
01-030120		WAL-MART STORE #01-1787		SENIOR DAY SUPPLIES	56.74	0.00	000000	0/00/00		56.74
01-030120		WAL-MART STORE #01-1787		SUPPLIES	80.50	0.00	000000	0/00/00		80.50
				** TOTALS **	284.25	0.00				284.25
01-003377		WELLMARK BLUE CROSS/BLUE		4/1-7/1/18 DAVIS 134AD2005	3,805.50	3,805.50-	110809	3/22/18		0.00
01-003377		WELLMARK BLUE CROSS/BLUE		APRIL HEALTH INSURANCE PREMIUM	37,114.97	37,114.97-	110810	3/22/18		0.00
				** TOTALS **	40,920.47	40,920.47-				0.00
01-030355		WITTROCK MOTOR CO.		FEBRUARY CAR RENTAL	375.00	375.00-	110787	3/16/18		0.00
				** TOTALS **	375.00	375.00-				0.00

* Payroll Expense 147,036.18

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018
PARTIALLY ITEMS DATES:	3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018
UNPAID ITEMS DATES :		3/09/2018 THRU 3/22/2018	3/09/2018 THRU 3/22/2018

REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	356,694.77	356,694.77CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	162,673.52	0.00	162,673.52
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	519,368.29	356,694.77CR	162,673.52

UNPAID RECAP

UNPAID INVOICE TOTALS	162,778.81
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	105.29CR
** UNPAID TOTALS **	162,673.52

03-22-2018 02:07 PM
VENDOR SET: 01 City of Carroll
REPORTING: PAID, UNPAID, PARTIAL

ACCOUNTS PAYABLE
OPEN ITEM REPORT
SUMMARY

PAGE: 12
BANK: AP

=====PAYMENT DATES=====
PAID ITEMS DATES : 3/09/2018 THRU 3/22/2018
PARTIALLY ITEMS DATES: 3/09/2018 THRU 3/22/2018
UNPAID ITEMS DATES :

=====ITEM DATES=====
3/09/2018 THRU 3/22/2018
3/09/2018 THRU 3/22/2018
3/09/2018 THRU 3/22/2018

=====POSTING DATES=====
3/09/2018 THRU 3/22/2018
3/09/2018 THRU 3/22/2018
3/09/2018 THRU 3/22/2018

FUND TOTALS

001	GENERAL FUND	168,761.36
010	HOTEL/MOTEL TAX	613.56
110	ROAD USE TAX FUND	30,841.75
168	LIBRARY TRUST FUND	689.97
178	CRIME PREV/SPEC PROJECTS	280.49
179	POLICE K9 FUND	67.70
304	C.P. STREETS	36,486.00
309	C.P. - CORRIDOR OF COMM.	18,202.50
315	LIBRARY/CITY HALL REMODEL	792.00
600	WATER UTILITY FUND	44,161.63
602	WATER UTILITY CAP. IMP.	189.00
610	SEWER UTILITY FUND	18,635.08
620	STORM WATER UTILITY	6,831.00
850	MEDICAL INSURANCE FUND	45,780.07
	* PAYROLL EXPENSE	147,036.18

GRAND TOTAL 519,368.29

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 *MJP-w*

FROM: Brad Burke, Chief of Police

DATE: March 22, 2018 *RB*

RE: Renewal of License

The following establishment has made application for renewal of license:

Carroll Moose Lodge #273

200 East 5th Street

Class "C" Liquor License with Sunday Sales

RECOMMENDATION: Council consideration and approval of this application.



Proclamation

National Library Week 2018

WHEREAS, libraries are not just about what they have for people, but what they do for and with people;

WHEREAS, libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities, campuses and schools;

WHEREAS, librarians are leaders in their institutions and organizations, in their communities, in the nation and in the world;

WHEREAS, librarians continue to lead the way in leveling the playing field for all who seek information and access to technologies;

WHEREAS, libraries and librarians look beyond their traditional roles and provide transformative opportunities for education, employment, entrepreneurship, empowerment and engagement, as well new services that connect closely with patrons' needs;

WHEREAS, libraries and librarians lead their communities in innovation, providing STEAM programming, Makerspaces and access and training for new technologies;

WHEREAS, libraries are pioneers supporting democracy and effecting social change, with a commitment to providing equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;

WHEREAS, libraries lead in working with diverse communities, including people of color, immigrants and people with disabilities, offering services and educational resources that transform communities, open minds and promote inclusion and diversity;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that I Eric P. Jensen, Mayor of the City of Carroll, proclaim National Library Week, April 8-14, 2018. I encourage all residents to visit the library this week and explore what's new at your library, and engage with your librarian. Because of you and our library leaders, Libraries Transform.

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 *MSP*

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

DATE: March 20, 2018

SUBJECT: Wastewater Treatment Plant
Disinfection Improvement
Engineering Agreement

Following the February 26, 2018 acceptance of the Wastewater Disinfection Treatment Facility Plan, an agreement for engineering services to implement the Plan was requested and received from Veenstra & Kimm, Inc. A copy of the proposed Engineering Agreement is attached.

The scope of engineering services is detailed in the proposed Agreement. The proposed services are summarized as design, plans and specifications, and general services during the construction of ultraviolet (UV) disinfection facilities at the Wastewater Treatment Plant.

The fees for services included in the proposed Agreement are hourly with not-to-exceed maximums as follows:

Design through Contract Award	\$58,800
General Services during Construction	<u>\$14,700</u>
Total	\$73,500

The time of completion of services conforms with the Wastewater National Pollutant Discharge Elimination System (NPDES) Permit Compliance Schedule as follows:

Plans and Specifications	September 1, 2018
Construction Contract	November 1, 2018
Compliance	April 1, 2020

The costs of geotechnical investigation and plans and specifications distributed to potential bidders are not included in the proposed fees.

Wastewater Treatment Plant
Disinfection Improvement
Engineer Agreement
March 20, 2018
Page 2

The Wastewater Disinfection Treatment Facility Plan included a UV Disinfection Cost Estimate for Engineering, Legal and Administrative Costs of \$110,000. The Re-estimated F.Y. 17 – 18 Budget for Disinfection and DO Design was \$137,500.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Approving the Engineering Agreement with Veenstra & Kimm, Inc. for the Wastewater Treatment Plant Disinfection Improvements.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE ENGINEERING AGREEMENT WITH VEENSTRA & KIMM, INC. FOR THE WASTEWATER TREATMENT PLANT DISINFECTION IMPROVEMENTS.

WHEREAS, the City of Carroll owns and operates a wastewater treatment system to provide wastewater treatment; and,

WHEREAS, the City received a final National Pollutant Discharge Elimination System (NPDES) Permit for the Wastewater Treatment Plant dated November 1, 2016 which provide new discharge requirements for the facility, including limits for disinfection and dissolved oxygen, and a compliance schedule to meet those requirements; and,

WHEREAS, Veenstra & Kimm, Inc completed an evaluation of the existing Wastewater Treatment Plant referred to as the Wastewater Disinfection Treatment Facility Plan which includes proposed improvements to the Treatment Plant to meet the more restrictive effluent requirements imposed by the Iowa Department of Natural Resources; and,

WHEREAS, the City approved the Wastewater Disinfection Facility Plan on February 26, 2018 and generally agreed to the scope and extent of the proposed improvements; and,

WHEREAS, the proposed improvements to the Wastewater Treatment Plant will be referred to as the Wastewater Treatment Plant Disinfection Improvements, or the Project; and,

WHEREAS, the City desires to retain the services of an Engineer to provide professional services during design and construction of Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Engineering Agreement with Veenstra & Kimm, Inc for the Wastewater Treatment Plant Disinfection Improvements is approved; and,

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the Engineering Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 26th day of March, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

ENGINEERING AGREEMENT

WASTEWATER TREATMENT PLANT DISINFECTION IMPROVEMENTS CARROLL, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the **CITY OF CARROLL, IOWA**, hereinafter referred to as **Owner** or **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City of Carroll owns and operates a wastewater treatment system to provide wastewater treatment, and

WHEREAS, the City received the final National Pollutant Discharge Elimination System (NPDES) permit for the wastewater treatment plant dated November 1, 2016 which provides new discharge requirements for the facility, including limits for disinfection and dissolved oxygen, and a compliance schedule to meet those requirements, and

WHEREAS, the Engineers completed an evaluation of its existing wastewater treatment plant referred to as the **Wastewater Treatment Facility Plan** which includes proposed improvements to the treatment plant to meet the more restrictive effluent requirements imposed by the Iowa Department of Natural Resources, and

WHEREAS, the City Council approved the **Wastewater Treatment Facility Plan** on February 26, 2018 and has generally agreed to the scope and extent of the proposed improvements, and

WHEREAS, the proposed improvements to the wastewater treatment plant will be referred to as the **Wastewater Treatment Plant Disinfection Improvements**, or the **Project**, and

WHEREAS, the City desires to retain the services of the Engineer to provide professional services during design and construction of Project, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

- 1. SCOPE OF PROJECT.** It is understood and agreed the Project shall consist of the improvements as described in the Wastewater Treatment Facility Plan Study dated January 30, 2018 including the following:

- a. Construction of a new ultraviolet (UV) disinfection facility including a concrete structure and UV equipment to meet future E. coli limitations contained in the City's NPDES permit dated November 1, 2016.
- b. Construction of a new masonry block building over the UV equipment.
- c. Possible hydraulic modifications to the wastewater treatment plant's existing effluent piping to improve dissolved oxygen levels to meet new dissolved oxygen limits in the City's NPDES permit dated November 1, 2016.

The scope and extent of the improvements may be modified by mutual agreement during the course of the Project to satisfy the general goals and objectives of the Owner with respect to the Project.

2. **DESIGN SURVEYS.** The Engineers shall make all surveys necessary for design of the Project and preparation of plans and specifications. Such design surveys shall include the securing of topographic and cross-sectional data and other field information and measurements.
3. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City Council, as necessary.
4. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Preliminary plans and specifications shall be submitted to the Owner for review prior to completion of preparation of final plans and specifications. Three (3) sets of final plans and specifications shall be submitted to the Owner.
5. **GEOTECHNICAL INVESTIGATION.** The Engineers shall prepare a scope of work for geotechnical investigation, including soil borings, required during the design phase of the Project. The Engineers shall review with the Owner the scope of geotechnical investigation and quotation received from the geotechnical consultant. The Engineers shall coordinate the services of the geotechnical consultant including review of the findings of the geotechnical work and incorporation of the findings in the design of the Project. The actual cost for the geotechnical consultant shall be paid directly by the Owner. The cost of the Engineers relating to coordinating and managing the geotechnical services are included as a part of the scope of work under this Agreement.

- 6. PERMITS AND LICENSES.** The Engineers shall provide copies of the plans and specifications for review by the Iowa Department of Natural Resources, and shall assist in obtaining the necessary construction permits for the Project. Any fees for the construction permits shall be paid by the Owner and said costs shall not be charged against the Engineers' fees.
- 7. ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
- 8. ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of the notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the Owner.
- 9. COSTS OF PLANS AND SPECIFICATIONS.** The Owner shall compensate the Engineers for the actual costs of the plans and specifications provided contractors, plan rooms and suppliers during project bidding. The costs of plans shall be separate from the fee provisions under "**16. COMPENSATION**".
- 10. BIDDING SERVICES.** The Engineers shall provide services during the bidding phase of the project that will include the following:

 - a. Notification of potential bidders of the upcoming project and availability of plans and specifications.
 - b. Distribute bidding documents and maintain bidders list.
 - c. Respond to questions raised during the bidding period and prepare and issue addendum as appropriate to clarify, correct or change the bidding documents.
 - d. Assist the City in evaluating alternate equipment submittals during and following the bidding phase of the Project.
- 11. BID OPENING AND AWARD OF CONTRACT.** The construction work included in the Project shall be bid at one letting. The Engineers shall have a representative present when the bids and proposals are opened and shall prepare a tabulation of bids for the Owner and shall advise as to the responsiveness of the bidders, and assist in making the award of contract. After the award is made, the Engineers shall prepare the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the irresponsibility of any bidder.

12. GENERAL SERVICES DURING CONSTRUCTION. The Engineers shall provide general services during construction including:

- a. The Engineer shall conduct a preconstruction conference attended by representatives of the Owner, Engineer, and contractor to discuss details of the Project.
- b. Consult with and advise Owner.
- c. Provide visits to the site during construction.
- d. Assist contractor in interpretation of plans and specifications.
- e. Review drawings and data of manufacturers.
- f. Coordinate and review work of testing laboratories for compaction and concrete test.
- g. Process and certify payment estimates of the contractor to the Owner.
- h. Prepare amendments to the contract documents, as necessary, to show major changes made during construction.
- i. Provide construction staking information as necessary to include the establishment of required benchmarks and baselines for locations, elevations and grades of construction. Detailed construction staking for the Project shall be performed by the Contractor.

13. FINAL REVIEW. The Engineers shall make a final review after construction is complete to determine that the construction is substantially in compliance with the plans and specifications. The Engineers shall certify to the Owner that construction is substantially in compliance with the plans and specifications.

14. RECORD DRAWINGS. After completion of construction, the Engineers shall provide the City with two (2) complete sets of plans showing final construction. Information on details determined in the field during construction will be incorporated on the final plans in accordance with information furnished by the project manager, resident reviewer, the City and the contractor. As built drawings are based on the best available information and are not verified for accuracy.

15. RESIDENT REVIEW.

- a. Resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications. It is understood the City will perform resident review services for the project.

16. COMPENSATION.

- a. The fee for engineering design services for the Project, as set forth in "**1. SCOPE OF PROJECT**" encompassing the work set forth from "**2. DESIGN SURVEYS**" through "**11. BID OPENING AND AWARD OF CONTRACT**" of this Agreement, shall be on the basis of the Engineers' standard hourly fees with a maximum not to exceed fee of Fifty-eight Thousand Eight Hundred Dollars (\$58,800).
- b. The fee for engineering services during construction for the Project, as set forth in "**12. GENERAL SERVICES DURING CONSTRUCTION**" through "**14. RECORD DRAWINGS**" of this Agreement, shall be on the basis of the Engineers' standard hourly fees with a maximum not to exceed fee of Fourteen Thousand Seven Hundred Dollars (\$14,700).
- c. The Owner shall compensate the Engineers for the cost of plans and distribution of plans as set forth in "**4. PLANS AND SPECIFICATIONS**" above as provided in Iowa Code Section 26.3(2). The reimbursement of the cost plans and distribution of plans as required under Iowa Code Section 26.3(2) is not included in the fees for services set forth under this Agreement.

17. PAYMENT. The fees shall be due and payable as follows:

- a. For design, preparation of plans and specifications and general services during construction, the fee shall be due and payable monthly based on that proportion of the fee which the Engineers have completed as of the time of the applicable billing.

18. TIME OF COMPLETION. It is the Owner's intent to have the construction documents prepared and in place to meet the IDNR compliance schedule requirements in the NPDES Permit. The submittal date for final plans and specifications in the compliance schedule is September 1, 2018. The project bid letting should allow for award of contract for construction by the compliance schedule date of November 1, 2018. The project construction completion date should meet the compliance schedule date of March 1, 2020. If determined to be in the best interest of the City, the date for submittal of final plans and specifications, the project bid letting date, and award of contract for construction may be adjusted upon approval of an amendment to the compliance schedule by the IDNR. The Engineer will not be held responsible for the Contractor's ability to complete work in a timely manner.

19. LEGAL SERVICES. The Owner shall provide the services of the City Attorney in matters pertaining to this Project. The Engineers shall cooperate with the Owner's attorney and shall comply with his/her requirements as to form of contract documents and procedures relative to them.

20. SERVICES NOT INCLUDED. Services not included under this Agreement are as follows:

- a. Material testing and inspections other than those completed as a part of the resident review on the site of the Project, environmental impact statements, archaeological investigation, contaminated soil and groundwater investigations, geotechnical investigation.
- b. Wetlands studies and archaeological studies.
- c. Geotechnical services. The Owner shall duly compensate the cost of geotechnical services as outlined in "**5. GEOTECHNICAL INVESTIGATION**".
- d. Services related to or regarding arbitration or litigation of a construction contract between a construction contractor and the Owner regarding any of the Projects included in this Agreement.
- e. Services required for the evaluation of and determination to accept defective work by Contractor including required re-design services.
- f. Services required for re-design as a result of substitute products during the construction phase.
- g. Services required as a result of Owner providing incomplete or incorrect Project information.
- h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the Owner's program or other instruction.
- i. Construction staking.
- j. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- k. On-site resident review services.

21. SUSPENSION.

- a. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.
- b. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of the Engineer, the Engineer will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

22. TERMINATION.

- a. In the event of termination of this Agreement by either party, the Owner shall, within fifteen (15) calendar days of termination, pay the Engineer for all services rendered and all reimbursable costs incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement.
- b. The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving the Engineer not less than seven (7) calendar days written notice.
- c. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons.
 - 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 - 2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
 - 3. Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate.
 - 4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

- d. In the event of any termination that is not the fault of the Engineer, the Owner shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

23. DISPUTE RESOLUTION.

- a. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- b. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

24. BETTERMENT. When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by Engineer or of the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost of the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.

25. CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call of renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

26. CHANGES. If, after the plans and specifications are completed and approved by the Owner, the Engineers are required to change the plans and specifications because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.

27. EXTRA WORK. Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the Owner requires additional services of the Engineers in connection with the Project, or changes or modifications in the Project, the Engineers shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees for personnel of the Engineers, plus expenses for personnel engaged in the authorized extra work.

28. INDEMNIFICATION. The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

29. INSURANCE. The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**, ***	\$2,000,000/2,000,000

*Occurrence/Aggregate

** The Owner is not to be named as an additional insured.

***Claims made basis

30. ASSISTANTS AND CONSULTANTS. It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.

31. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF CARROLL, IOWA

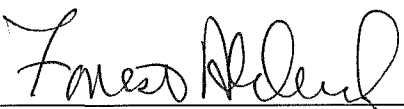
ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By 
Vice President

By Deborah M. Luke

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 *WSPW*

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

DATE: March 20, 2018

SUBJECT: Wastewater Treatment Plant
Sludge Handling Evaluation
Engineering Agreement

The F.Y. 18 – 19 Budget includes funding in the amount of \$330,000 for design of sludge handling at the Wastewater Treatment Plant. A recommended step proceeding design is evaluation of current practice and available alternatives.

An Engineering Agreement, copy attached, has been requested and received from Veenstra & Kimm, Inc. for sludge handling evaluation. The proposed Agreement includes a detailed scope of services for reviewing current sludge handling practices and evaluation of available alternate practices.

The fees for services included in the proposed Agreement are hourly with a not-to-exceed maximum of \$18,800. The review and evaluation are anticipated to be completed in three to four months.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Approving the Engineering Agreement with Veenstra & Kimm, Inc. for the Wastewater Treatment Plant Sludge Handling Evaluation.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE ENGINEERING AGREEMENT WITH VEENSTRA & KIMM, INC. FOR THE WASTEWATER TREATMENT PLANT SLUDGE HANDLING EVALUATION.

WHEREAS, the City of Carroll owns and operates a wastewater treatment system to provide wastewater treatment; and,

WHEREAS, on occasion the existing sludge storage facility has exceeded its capacity due to removal impediments including weather application site restrictions and hauler issues; and,

WHEREAS, the City desires to retain the services of an Engineer to complete a sludge handling evaluation study at the Wastewater Treatment Plant, with said study hereinafter referred to as the Wastewater Treatment Plant Sludge Handling Evaluation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Engineering Agreement with Veenstra & Kimm, Inc. for the Wastewater Treatment Plant Sludge Handling Evaluation is approved; and,

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the engineering Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 26th day of March, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

ENGINEERING AGREEMENT

CARROLL, IOWA WASTEWATER TREATMENT PLANT SLUDGE HANDLING EVALUATION PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the **CITY OF CARROLL, IOWA**, hereinafter referred to as **City or Owner**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City of Carroll owns and operates a wastewater treatment system to provide wastewater treatment, and

WHEREAS, on occasion the existing sludge storage facility has exceeded its capacity due to removal impediments including weather, application site restrictions and hauler issues.

WHEREAS, the City desires to retain the services of the Engineers to complete a sludge handling evaluation study at the wastewater treatment plant, with said study hereinafter referred to as the **Wastewater Treatment Plant Sludge Handling Evaluation or Project**, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

- 1. SCOPE OF SERVICES.** The scope of services for the Wastewater Treatment Plant Sludge Handling Evaluation shall include, but not necessarily be limited to, the following:
 - a. Review of the sludge production at the wastewater treatment plant for the past five years in regards to quantity and percent solids of the sludge.
 - b. Verify the storage capacities of the sludge storage lagoon and digesters.
 - c. Evaluate alternatives to the sludge storage capacity issues including the following:
 1. Additional liquid sludge storage facilities.
 2. Thickening the sludge to a higher sludge concentration and still maintain a liquid sludge.
 3. Dewatering a portion of the sludge to a dry cake and providing a separate storage location for the dry cake.
 4. Purchasing an application site to allow for more frequent sludge applications.

- d. Prepare estimates of cost for proposed alternatives.
 - e. Prepare a draft report setting forth the results of the evaluation.
 - f. Review the draft report with representatives of the City of Carroll.
 - g. Incorporate necessary modifications to the draft report.
 - h. Prepare and present the final report.
- 2. INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
- 3. INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis:
- | | |
|----------------------------------|-----------------------|
| General Liability * | \$1,000,000/2,000,000 |
| Automobile Liability | \$1,000,000 |
| Excess Liability (Umbrella)* | \$8,000,000/8,000,000 |
| Workers' Compensation, Statutory | \$1,000,000 |
| Benefits Coverage B | |
| Professional Liability**,*** | \$2,000,000/2,000,000 |
- * Occurrence/Aggregate.
 - ** The Owner is not to be named as an additional insured.
 - *** Claims made basis.
- 4. TERMINATION.** Should the City abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.
- 5. RESPONSIBILITIES OF CITY.** It is understood and agreed the City will provide assistance in the evaluation and analysis, including making available to the Engineers all relevant information on the municipal wastewater treatment facility.

6. **SERVICES NOT INCLUDED.** Services under this Agreement shall not include the following:
 - a. Preparation of any working drawings or contract documents, preparation of plans and specifications, or the taking of bids for any project conceived in this report.
 - b. Services associated with any litigation or claims resolution resulting from the final adoption of the report by the City. Any additional services as the result of any litigation or claims resolution shall be considered extra work.
7. **REPORT DOCUMENTS.** The results of the study will be compiled and set forth in a written report which will be presented to the City as outlined in **1. SCOPE OF SERVICES**. Three (3) copies of the draft report will be provided and ten (10) copies of the final report will be provided.
8. **COMPENSATION.** The fee for services set forth in this Agreement for the study shall be determined on the basis of the standard hourly fees plus expenses of the personnel of the Engineers actually engaged in the performance of the services not to exceed Eighteen Thousand Eight Hundred Dollars (\$18,800). The fee for services under this Agreement shall be billed and payable monthly during the course of the rendering of the services.
9. **EXTRA WORK.** The fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the City requires additional services of the Engineers in connection with the Project or changes or modifications in the Project, the Engineers shall receive additional compensation for such services. Such additional compensation shall be on the basis of compensation mutually agreed upon by the City and the Engineers prior to the performance of the extra work.
10. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF CARROLL, IOWA

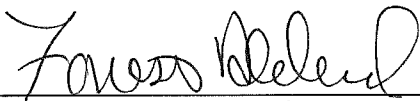
ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By 
Vice President

By 

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

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

FROM: Brad Burke, Chief of Police *BB*

DATE: March 12, 2018

SUBJECT: Police Vehicle Purchase

The police department has solicited bids on one 2018 model year police package vehicle. This was for one 4-wheel or all-wheel drive sport utility vehicle. This vehicle will replace a 2015 full-size-all-wheel drive sedan.

Dodge, Ford and Chevrolet are manufacturers of the police package sport utility vehicles. Local dealers were asked to compete with the price, and substantially comply with the specifications required for the State Bid Contract for police vehicles. Bids were requested from Champion Ford, Motor Inn Auto Group, and Wittrock Motors. These bids were due by 10:00 am on Friday, March 09, 2018. Motor Inn and Wittrock Motors did not submit bids for this vehicle purchase.

The bids received were as follows:

Utility Vehicle	<u>State Bid</u>	<u>Champion</u>
Ford Interceptor Util.	\$ 28,432	\$ 29,939
Chevrolet TahoePPV	\$ 34,782	
Trade-in allowance	<u>None</u>	<u>\$ 10,000</u>
Trade difference	N/A	\$ 19,939

RECOMMENDATION: Council consideration of the bids as submitted and approval to purchase one (1), 2018, Ford Police Interceptor AWD Utility vehicle as specified with a delivery date after July 1, 2018, for the trade difference of \$19,939 from Champion Ford of Carroll.

**VIRTC1DP**74.56
5432

CNGP530

VEHICLE ORDER CONFIRMATION

03/07/18 17:26:32

==>

Dealer: F53554

2018 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 1853 Priority: E4 Ord FIN: QF222 Order Type: 5B Price Level: 835
Ord Code: 500A Cust/Flt Name: CITY CARROLL PO Number:

	RETAIL		RETAIL
K8A 4DR AWD POLICE	\$32895	60A GRILL WIRING	\$50
.112.6" WB		76D DEFLECTOR PLATE	335
YZ OXFORD WHITE		76R REVERSE SENSING	275
F CLTH BUCKETS/RR	60	794 PRICE CONCESSN	
W EBONY BLACK		REMARKS TRAILER	
500A EQUIP GRP		FLEX-FUEL	
.PREM SINGLE CD		153 FRT LICENSE BKT	NC
99R .3.7L V6 TIVCT	NC		
44C .6-SPD AUTO TRAN	NC	TOTAL BASE AND OPTIONS	36060
16C CARPET FLR COV	125	TOTAL	36060
18X 100 WATT SIREN	300	*THIS IS NOT AN INVOICE*	
43D COURTESY DISABL	20	*TOTAL PRICE EXCLUDES COMP PR	
51T SPT LAMP DR LED	420		
53M SYNC SYSTEM	295	* MORE ORDER INFO NEXT PAGE *	
55F KEYLESS - 4 FOB	340	F8=Next	
F1=Help	F2=Return to Order	F3/F12=Veh Ord Menu	
F4=Submit	F5=Add to Library	F9=View Trailers	

S006 - MORE DATA IS AVAILABLE.

QC07673

V1DP0154

2,6

VIRTC1DP V4.56 5432 EN

CNGP530

VEHICLE ORDER CONFIRMATION

03/07/18 17:26:44

==>

Dealer: F53554

2018 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 1853 Priority: E4 Ord FIN: QF222 Order Type: 5B Price Level: 835

Ord Code: 500A Cust/Flt Name: CITY CARROLL

PO Number:

RETAIL

RETAIL

DEST AND DELIV 945

TOTAL BASE AND OPTIONS 36060

TOTAL 36060

THIS IS NOT AN INVOICE

*TOTAL PRICE EXCLUDES COMP PR

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

F9=View Trailers

VEHICLE MSRP

36,060

CHAMPION DISCOUNT

(3,321)

GOV'T CONCESSION

(2,800)

ADJUSTED PRICE

29,939

TRADE IN 15 Taurus

(10,000)

TRADE DIFFERENCE

19,939

Thank you for your consideration!

DREW BEEBER

CHAMPION FORD,

Carroll, IA

Drew Beeber



STATE OF IOWA
MASTER AGREEMENT
Contract Declaration and Execution

MA 005

18085

EFFECTIVE BEGIN DATE: 09-14-2017

EXPIRATION DATE: 09-13-2019

PAGE: 2 of 4

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
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1	0.00000	EA	07105	\$ 0.000000
				\$ 0.000000

REF DOC:

REF VNDR LN:

REF COMM LN:

REF TYPE: FINAL

Automobiles, Police and Security Equipped

Chevrolet Tahoe Police Pursuit Vehicle 4WD - DAS

GROUP E 5.2: FULL-SIZE FOUR (4) DOOR FOUR WHEEL DRIVE ENFORCEMENT
LARGE SUV, POLICE PURSUIT VEHICLE.

Make: Chevrolet
Model: Tahoe PPV
Model Code: CK15706
Trim Common Name: 1FL / 9C1
Exact Trim: 1FL / 9C1
Engine Code: L83
Transmission Code: MYC

Bid price is \$34,222.79 with no delivery fee to DAS Fleet Services.

Cost to deliver a vehicle to locations other than DAS Fleet in Des Moines is \$2.75 per mile (one way) anywhere in Iowa

Price May Change Due To Additions And Deletions On Options As Required.

2	0.00000	EA	07105	\$ 0.000000
				\$ 0.000000

REF DOC:

REF VNDR LN:

REF COMM LN:

REF TYPE: FINAL

Automobiles, Police and Security Equipped

Chevrolet Tahoe Police Pursuit Vehicle 4WD - DOT

GROUP E 5.3: FULL-SIZE FOUR (4) DOOR FOUR WHEEL DRIVE ENFORCEMENT
LARGE SUV, POLICE PURSUIT VEHICLE FOR IOWA DEPARTMENT OF
TRANSPORTATION.

Make: Chevrolet
Model: Tahoe PPV
Model Code: CK15706
Trim Common Name: 1FL / 9C1
Exact Trim: 1FL / 9C1
Engine Code: L83
Transmission Code: MYC

Bid price is \$36,841.62 with no delivery fee to DOT.

Cost to deliver a vehicle to locations other than DOT in Ames and DAS Fleet Services in Des Moines is \$2.75 per mile (one way) anywhere in Iowa

Price May Change Due To Additions And Deletions On Options As Required.

PPV Group E - Chevrolet Tahoe 2WD and 4WD (9C1)

The price used for awarding purposes is highlighted in yellow and noted below in red text.

DEALER NAME: **KARL CHEVROLET**

Make:	Chevrolet
Model Name:	Tahoe
Exact Model Code:	{CC} CK15706
Trim Pkg. Common Name:	1FL / 9C1
Exact Trim Pkg. Code:	1FL / 9C1
Engine Code:	L83
Transmission Code:	MYC
Payload Capacity:	1570

BASE VEHICLE SPECIFICATIONS		
Body	Minimum Requirements	Mfg. Codes / STD for standard / NA for not available
GVWR		STATE GVWR 2WD: 6800 STATE GVWR 4WD: 7100
Engine		
Engine Cooling	External engine oil cooler, heavy-duty oil to coolant. Auxiliary transmission oil cooler, heavy duty.	STD
Engine	5.3L EcoTec3 V8 Flex Fuel with Active Fuel Management, capable of running on unleaded or up to 85% ethanol (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518.0 Nm] @4100 rpm), aluminum block.	Cylinders: 8 Liters: 5.3 HP: 355 Torque:383
Engine Block Heater	Or cold climate package	K05
Drive Axle		
Differential	Heavy-duty locking rear	G80
Drive Shaft	High speed balanced, police rated	STD
Transfer Case	(4WD only), Active, 2-Speed Electronic AutoTrac with rotary controls, includes neutral position for dinghy towing	STD
Transmission		
Transmission	6-speed Automatic, electronically controlled with overdrive and tow/haul mode, 3.08 rear axle.	STD
Electrical		
Alternator	170 AMP	KW7
Battery	720 Cold Cranking Amps	STD
Power Point	Four	STD
Doors & Windows		
Doors	Power door locks, power programmable with lockout protection. Remote keyless entry, extended-range. Key, 2-sided	STD
Rear Window	Defroster, Intermittent Wiper and Washer	STD
Windows	Power, privacy glass behind "B" pillar; light-tinted glass on windshield and driver and front passenger-side glass). All express down, front express up. Includes lockout features.	STD
Windshield	Acoustic laminated glass	STD
Windshield	Intermittent Wipers	STD
Exterior		
Mirrors	Outside heated power adjustable, manual folding, color keyed and driver spotter mirror	STD
Front Underbody Shield	Two Piece, heavy duty aluminum front underbody shield starting behind front bumper and running to 1st cross-member, protecting front underbody and oil pan.	STD
Standard Paint Colors		BLACK, WHITE, SILVER, TUNGSTEN, PEPPERDUST
Trailer tow package	Includes trailering hitch platform, 7 wire harness with independent fused trailering circuits mated to a 7-way sesied connector and 2" trailering receiver	Z82
Floor		
Floor Covering	Full floor covering, black rubber or vinyl	STD
Interior		
Air Conditioning	Tri zone AC with all required options.	STD
Bluetooth	Dealer installed when factory installed is not available. On-Star delete if not needed for Bluetooth.	IO5 / UEO Factory installed? YES
Console	DELETE	9U3
Gauge Package	Analog with certified 150 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer. Display, driver instrument information enhanced, one color	STD
Interior Package	Full interior insulation/trim package, to include door/side wall panels, full headliner, dome lamps, cargo lights, and map lights.	STD
Mirror	Inside rearview manual day/night and conversation mirror	STD
Radio	RADIO, AM FM CD w/internal clock, MP3 Compatible, auxillary jack, 2 USB ports, 1 SD Card Reader, 6 speaker system	STD
Radio Suppression		STD
Steering Column	Tilt with cruise control	STD
Safety		
Airbags	AIR BAGS: Frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions.	STD
Brakes	Power 4 Wheel Anti-lock, r-wheel disc, VAC power	STD
Daytime Running Lights	Automatic exterior lamp control	STD
Rear View Camera		
Reverse Sensing System	Factory preferred but dealer installed acceptable	Factory installed? YES
StabiliTrak	Stability control system with brake assist, includes traction control.	STD
Theft Deterrent	Electrical	STD
Seating		
Driver and Passenger	Seats: front- 40/20/40 split-bench with Custom Cloth, 3-passenger, includes 6-way power driver seat adjuster, adjustable outboard head restraints, storage compartments in seat cushion (includes auxillary power outlet); Power 6-way driver & passenger seats with manual driver/passenger lumbar support.	AZ3
Rear	2nd row with vinyl split 60/40 bench with outboard seating position headrests, cloth seat trim.	ST5
Third Row Seating	DELETE	ATD

KARL CHEVROLET

BASE VEHICLE SPECIFICATIONS (Cont.)

Suspension		
Suspension Package	Heavy-duty, police-rated, front, coil-over-shock with stabilizer bar, and rear, multi-link with coil springs.	STD
Tires & Wheels		
Tires	P265/60R17 all-season, black wall, police, V-rated, full size identical spare.	QAR
TPMS	Tire Pressure Monitoring System (does not apply to spare tire)	STD
Wheels	17 X 8 inch black steel, includes matching full size spare	RAP

REAR WHEEL DRIVE (2WD) BASE VEHICLE PRICE CONFIGURED AS PER ABOVE:**\$31,404.79**

NOT FINAL BID PRICE

ALL WHEEL DRIVE (4WD) BASE VEHICLE PRICE CONFIGURED AS PER ABOVE:**\$34,222.79**

NOT FINAL BID PRICE

ADDITIONAL OPTIONS

Instructions: Bidder should enter the additional cost for the options listed below. If "Deduct Cost" is noted for an option, it is indicating the deletion of an option in the base vehicle specifications and Bidder should enter the amount deducted for the deletion of the option from the base vehicle.

Engine	Minimum Requirements	Mfg. Codes / STD for standard / NA for not available	Cost
Engine Block Heater	DELETE	K05	DEDUCT COST: -\$62.99
Doors and Windows			
Doors	Locks, inside rear doors inoperative	6N5	\$159.00
Extra key with fob	May be dealer installed	DI	\$185.00
Key Common	Complete special service vehicle fleet. Provides a single key with a specific code that is common to the door locks and ignition of all the vehicles in the special service vehicle fleet.	6E2	\$35.00
Key Common	Complete special service vehicle fleet. Provides a single key with a specific code that is common to the door locks and ignition of all the vehicles in the special service vehicle fleet.	6E8	\$35.00
Keys	6 additional	5HP	\$56.00
Remote Keyless Entry	Fleet Package, programmable, includes 6 additional remotes	AMF	NOT PROGRAMMED \$105.00
Electrical			
Batteries	Dual "Deep Cycle" batteries; high energy (not GM product) Used when engine is off.	ODYSSEY-BAT	2 ODYSSEY Batteries \$692.90
Flasher System	Flasher System, Headlamp and Tail lamp, DRL Compatible with control wire.	6J7	\$375.00
Headlamp Delete Feature	Headlamps, daytime running lamps and automatic headlamp control delete. Deletes the standard daytime running lamps and automatic headlamp control features from the vehicle for police stealth surveillance.	9G8	\$65.00
Remote Vehicle Starter		BTB	\$425.00
Switches	Switches, rear window inoperative (rear windows can only operate from driver's position).	6N5	\$75.00
Wiring	Wiring, auxiliary speaker.	WX7	\$52.80
Wiring	Wiring, grille lamps and speakers.	6J3	\$80.96
Wiring	Wiring, horn and siren circuit.	6J4	\$36.08
Exterior			
Mud flap	OEM	VQX	\$225.00
Recovery Hooks	2 front, frame mounted (required on 4WD models)	V76	\$44.00
Spot Lamp	Left hand	7X6	\$420.00
Spot Lamp	Left and right hand	7X7	\$1,050.00
Trailer	LPO, Trailer Hitch Insert	56N	\$129.00
Flooring			
Floor Covering	Color-keyed carpeting. Floor Mats, color-keyed carpeted first and second row, removable. Only available with B30.	B30; B58	\$167.20
Interior			
Cargo Shade		VR5	\$254.00
Ground studs	Auxiliary, rear compartment	UT7	\$138.00
Lighting	Red and White Front Auxiliary Dome red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp.	6C7	\$140.00
Pedals	Power adjustable for accelerator and brake	JF4	\$250.00
Privacy Glass	DELETE option	AKP	DEDUCT COST: -\$125.00
Safety			
Driver Alert Package	Includes (JF4) Power-adjustable pedals, (UEU) Forward Collision Alert, (UFL) Lane Departure Warning and Safety Alert Seat.	PCW	\$755.00
Seating			
Seating	Front Bucket with premium cloth, passenger seat includes power fore/aft, power recline and power lumbar, 10-way power driver seat includes 6-way power passenger seat, 2-way lumbar control and power recline.	A95	\$450.00

KARL CHEVROLET

KERR INDUSTRIES FACTORY UPFITTER OPTIONS				
Option Description	Minimum Requirements	Mfg. Codes / STD for standard / NA for not available		Cost
Pre-Wire Package - Basic Car	Wiring installed for strobes, auxiliary wires to console, and 4-gauge, EZ bend power wires with circuit breaker. All wires to be copper.	KWIR-BC Factory or Dealer Installed		\$240.00
Night Vision Dome Lamp	N ight vision dome lamp provides both red and white LED dome light mounted between driver and passenger.	XNVL55-LED		\$220.00
White Standard Dome Light	White Standard dome light mounted between the driver and passenger	KT6C7		\$220.00
Air Bag Shut Off	Passenger side front air-bag shut-off switch.	KBAGSID		\$489.00
Lexan Cargo Partition - Plastic		XTCAR Lexan		\$552.00
Cargo Partition - Exp. Metal	Cargo Partition, Expanded Metal.	XTCAR Exp Metal		\$432.88
Separating Tail and Head Lamps	When SE0 6/7 is ordered separates the activation of the head lamps from the tail lamps	X6J7RF		\$595.00
Dash Pass Through Grommet	Dash panel pass through grommet	K72IP		\$40.00
Vertical Shot Gun Rack	Single vertical shot gun rack mounted between driver and passenger bucket seats on partition with or without recess cane	XVETS		\$413.30
Wiring Harness	Wiring harness for grille and siren speaker	KT6J3		\$175.00
Corner Strobes	Corner strobes with weather pack connectors mounted in head and tail lamps with a power pack (110 watts)	KCRNS		\$895.00
OTHER				
Options not listed above	Discount percentage off MSRP for options \$2000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded unless approved by DAS.	Enter Percentage Discount MSRP:		1%
DELIVERY				
Delivery Price Per Mile	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge		\$2.75
Delivery FOB	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole numbers:	0.00	\$0.00
Delivery FOB	Delivery Cost to Department of Transportation, Ames, IA	Enter miles in whole numbers:	0	\$0.00

PPV Group E 5.2 - Department of Administrative Services - FOUR WHEEL DRIVE (CK15706)		Mfg. Code / NA / STD	Option Price
		Estimated Quantity	1
TOTAL PRICE FOR EACH VEHICLE: (Includes Base Vehicle Cost, Options, and Delivery Cost)			\$34,222.79 FINAL BID PRICE

PPV Group E 5.3 - Department of Transportation - FOUR WHEEL DRIVE (CK15706)		Mfg. Code / NA / STD	Option Price
Batteries	Dual "Deep Cycle" batteries; high energy (not GM product) Used when engine is off.	ODYSSEY-BAT	\$692.90
Floor Covering	Color-keyed carpeting. Floor Mats, color-keyed carpeted first and second row, removable. Only available with 330.	830; 858	\$167.20
Wiring	Wiring, auxiliary speaker.	VX7	\$52.80
Wiring	Wiring, grille lamps and speakers.	6J3	\$80.96
Wiring	Wiring, horn and siren circuit.	6J4	\$36.08
Flasher System	Flasher System, Headlamp and Tail lamp, DRL Compatible with control wire.	6J7	\$375.00
Lighting	Red and White Front Auxiliary Dome red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp.	6C7	\$140.00
Spot Lamp	Left hand	7X6	\$420.00
Engine Block Heater	DELETE	K05	-\$62.99
Recovery Hooks	2 front, frame mounted (required on 4WD models)	V76	\$44.00
Pre-Wire Package - Basic Car	Wiring installed for strobes, auxiliary wires to console, and 4-gauge, EZ bend power wires with circuit breaker. All wires to be copper.	KWIR-BC Factory or Dealer Installed	\$240.00
Cargo Partition - Exp. Metal	Cargo Partition, Expanded Metal.	KTCAR Exp Metal	\$432.88
Paint and Interior Color	Summit White (GAZ) exterior w/tn Ebony (19C) Interior (if additional cost, manually enter cost in F166)	GAZ; 19C	
		Estimated Quantity	20
TOTAL PRICE FOR EACH VEHICLE: (Includes Base Vehicle Cost, Options, and Delivery Cost)			\$36,841.62 FINAL BID PRICE



STATE OF IOWA
MASTER AGREEMENT

Contract Declaration and Execution

MA 005

18087

EFFECTIVE BEGIN DATE: 09-14-2017

EXPIRATION DATE: 09-13-2019

PAGE: 2 of 5

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
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1	0.00000	EA	07105	\$ 0.000000 \$ 0.000000
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REF DOC: REF VNDR LN: REF COMM LN: REF TYPE: FINAL

Automobiles, Police and Security Equipped

Ford Interceptor Police Pursuit Rated Sedan FWD - DAS

Group C 3.1: Ford Interceptor Police Pursuit Vehicle (Front Wheel Drive) FWD

Make: FORD
Model: Interceptor Sedan
Exact Model: P2L
Exact Trim: 500A
Engine: 998
Transmission: 44J

Bid Price is \$23,190.00 with no delivery fee to DAS Fleet Services.

Cost to deliver a vehicle is \$3.00 per mile (one way) anywhere in Iowa.

Price May Change Due To Additions And Deletions of features.

2	0.00000	EA	07105	\$ 0.000000 \$ 0.000000
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REF DOC: REF VNDR LN: REF COMM LN: REF TYPE: FINAL

Automobiles, Police and Security Equipped

Ford Interceptor Police Pursuit Rated Utility AWD - DAS

Group D 4.1: Ford Utility Police Pursuit Vehicle (All Wheel Drive) AWD

Make: FORD
Model: Utility Interceptor
Exact Model: K8A
Trim: Interceptor
Exact Trim: K500A
Engine: 99R
Transmission: 44C

Vehicle Bid Price is \$27,357.00 with no delivery fee to DAS Fleet Services.

Cost to deliver a vehicle within the state of Iowa is \$3.00 per mile (one way) anywhere in Iowa.

Price May Change Due To Additions And Deletions of Options.

3	0.00000	EA	07105	\$ 0.000000 \$ 0.000000
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REF DOC: REF TYPE: FINAL

PPV Group D - Ford Police Interceptor Utility PPV - AWD

This vehicle meets the 75 mpg rear-impact crash test.

The price used for awarding purposes is highlighted in yellow and noted below in red text.

DEALER NAME: STIVERS FORD

Make:	FORD
Model Name:	UTILITY INTERCEPTOR
Exact Model Code:	K8A
Trim Pkg. Common Name:	BASE
Exact Trim Pkg. Code:	500A
Engine Code:	99R
Transmission Code:	44C

BASE VEHICLE SPECIFICATIONS			
Engine	Minimum Requirements	Mfg. Codes / STD for standard / NA for not available	
Cooling System	Heavy duty, high volume radiator, engine oil cooler, transmission oil cooler	STD	
Engine	3.7L v6 TI-VCT (Twin Independent Variable Camshaft timing)	Cylinders: 6	Liters: 3.7 HP: 304
Engine Block Heater	Or cold climate package	Torque:279	
Drive Axle		41H	
Axle Ratio	3.39	STD	
Power Train Mounts	Heavy duty	STD	
Transmission			
Transmission	6 speed automatic, police calibrated	STD	
Doors & Windows			
Doors	Power door locks that auto lock when shift into gear	STD	
Key	Keyless entry with 2 key FOBs	55F- OEM, INCL 4 KEYS & 4 FOBs(2 EXTRA key option is no longer available)	
Rear Window	Defroster	STD	
Windows	Power, 1-touch up/down driver side, power rear windows driver switch only, window disable 2nd row	STD	
Windows	Privacy glass behind "B" pillar	STD	
Windows	Solar control front door glass	STD	
Windows	Acoustic laminated windshield glass	STD	
Wipers	Front Speed sensitive intermittent Wipers; rear dual speed wiper	STD	
Electrical			
Alternator	Heavy Duty 220 amp.	STD	
Battery	Heavy duty, 78 amp, 750 CCA with Battery Saver Feature	STD	
Dash Pass Through	Dash Pass-through for aftermarket wiring	STD	
Pre-Wiring	Grille Lamps, Siren, and Speaker; Note: Included In group 66A, 67G, 67H, 67U	60A	
Power Point	12 volt; Located in lower closeout - quantity of two	STD	
Wiring	Two-way radio pre-wire, power pigtail harness	STD	
Exterior			
Exhaust	True dual exhaust	STD	
Fuel Filter	Easy fuel cap less fuel filter	STD	
Headlights	LED low beams; incandescent halogen high beams	STD	
License Plate Holders	Front and Rear	153	
Mirrors	Power electric remote manual folding with integrated blind spot mirrors (integrated blind spot mirrors not included when equipped with BLIS)	STD	
Rear Recovery hooks	3.7L V6 Engine only	STD	
Deflector Plate		76D	
Floor			
Floor Covering	Carpeted front and rear with individual floor mats in front and rear	16c	
Interior			
Air Conditioning	Single zone manual with filter	STD	
Bluetooth	Dealer installed when factory installed is not available.	53M	Factory installed? Yes
Cargo Area	Flat-load floor	STD	
Equipment Tray	Universal above instrument panel	STD	
Gauge Package	Standard production gauges including engine hour meter; speedometer calibrated	STD	
Glove Box	Locking/non-illuminated, locking	STD	
Interior Package	Full interior insulation/trim package, to include door/side wall panels, full headliner, dome lamp. Nominally flat cargo area with rear seats folded.	STD	
Lift gate Release Switch	Release button located in in overhead console	STD	
Lighting	1st Row Task Light (driver and passenger) Overhead Console; 1st Row Overhead Dome/Map Work Light (red/white)	STD	
Mirror	Day/Night Rearview	STD	
Pedals	Power adjustable	STD	
Radio	AM/FM/CD/MP3 capable, clock, 6 speakers, 4.2" color LCD Screen Center - Stack Smart Display, Antenna roof mounted	STD	
Steering Column	Manual tilt with Column Shifter; cruise control	STD	
Steering	Electric Power Assist Steering - Heavy duty	STD	

STIVERS FORD

BASE VEHICLE SPECIFICATIONS (Cont.)

Safety	Minimum Requirements	Mfg. Codes / STD for standard / NA for not available
Airbags	Dual stage front airbags for driver and passenger, seat side, roll over protection airbags and safety canopy, passenger knee	STD
Brakes	Hi performance 4-wheel disc heavy duty rotors and calipers, anti-lock with traction control, police calibrated	STD
Rear view Camera	With washer	STD
Rear view Camera	Located in center stack; includes Electrochromic Rear View Mirror option - Camera displayed in rear view mirror, requires 53M	STD
Roll Stability Control	AdvanceTrac with roll stability control and hydraulic brake assist	STD
Seating	Built in steel intrusion plates in both front seat backs	STD
Seating		
Driver and Passenger	Police Grade Cloth Trim, dual bucket seats; Driver's side: 6 way power with manual lumbar; Passenger: 2 way manual track (fore/aft, with manual recline).	STD
Second Row	Vinyl 60/40 split bench seat (Manual Fold Flat, No Tumble) Fixed Seat Track	STD
Suspension		
Suspension	Independent front and rear	STD
Tires & Wheels		
Tire Pressure Monitoring System		STD
Tires	P245/55R18 all season BSW	STD
Spare	18 inch full size tire	STD
Wheels	18"X8" steel with wheel full face wheel cover	6SL

BASE VEHICLE PRICE CONFIGURED AS PER ABOVE:

\$27,142.00 NOT FINAL BID PRICE

ADDITIONAL OPTIONS

Instructions: Bidder should enter the additional cost for the options listed below. If "Deduct Cost" is noted for an option, it is indicating the deletion of an option in the base vehicle specifications and Bidder should enter the amount deducted for the deletion of the option from the base vehicle.

Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Engine	3.5L V6 EcoBoost AWD only (131 mph top speed) (Non FFV)	99T	\$3,030.00
Engine Block Heater Delete	DELETE Engine Block Heater	STD DEDUCT COST:	-\$20.00
Power Transfer Unit	Enhanced PTU Cooler (recommended for EVOC training)	52B	\$2,925.00
Doors & Windows			
Door Panel - Ballistic	Ballistic Door Panel - Driver only	90D	\$1,585.00
Door Panel - Ballistic	Ballistic Door Panel - Driver and Passenger	90E	\$3,170.00
Door - Hidden Lock Plunger	Rear door handles operable1	52H	\$140.00
Door - Hidden Lock Plunger	Rear door handles inoperable1	52P	\$160.00
Door - Rear Handles	With Locks operable1	68L	\$35.00
Door - Rear Handles	With Locks Inoperable	68G	\$35.00
Key FOB	Remote Keyless entry FOB (w/o keypad, less PATS)	55F 4 KEYS, 4 FOBs	\$395.00
Glass Delete	Solar tint 2nd and 3rd row (deletes privacy glass)	92G	ADD COST: \$120.00
Glass Delete	Solar Tint 2nd row only (deletes privacy glass)	92R	ADD COST: \$85.00
Keys	Keyed Alike - 1435x	59E	\$50.00
Keys	Keyed Alike - 1284x	59B	\$50.00
Keys	Keyed Alike - 0135x	59D	\$50.00
Keys	Keyed Alike - 0576x	59F	\$50.00
Keys	Keyed Alike - 1111x	59J	\$50.00
Keys	Keyed Alike - 1294x	59C	\$50.00
Keys	Keyed Alike - 0151x	59G	\$50.00
Keys	Cost per additional fully functional key set and FOB; FOB requires keyless entry.	DLR	\$150.00
Window - Rear	Power delete, operable from front driver side switches	18W	\$25.00
Electrical			
Dark Car Feature	Courtesy lamp disable when any door is opened	43D	\$20.00
My Speed Fleet Management	Speed Delimiter	43S	\$60.00
Pre-Wiring	Grille lamp, siren and speaker; Note: Included in group 66A, 67G, 67H, 67U	STD	-\$35.00
Exterior			
Headlamps	Automatic	66L	\$115.00
LED Lamps	Side marker LED side view lights	63B	\$290.00
Lockable Gas Cap		19L	\$20.00
Marker Lights	Rear Quarter Glass Side Market Lights	63L	\$575.00
Mirrors	Heated side view	549	\$60.00
Noise Suppression Bonds	Ground straps	60R	\$100.00
Non Standard Paint		V50	\$1,300.00
Remappable Switches	Four switches on steering wheel less SYNC.	61R	\$155.00

STIVERS FORD

ADDITIONAL OPTIONS (Cont.)			
Exterior (Cont.)	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Remappable Switches	Four switches on steering wheel with SYNC.	61S	\$155.00
Siren/Speaker	100 Watt, includes bracket and pigtail	18X	\$300.00
Spot Lamp Prep Kit	Driver Side, doesn't include spot lamp housing and bulb	51P	\$140.00
Spot Lamp Prep Kit	Dual Side, doesn't include spot lamp housing and bulb	51W	\$280.00
Spot Lamp, Incandescent Bulb	Driver Side only	51Y	\$215.00
Spot Lamp, Incandescent Bulb	Dual Side	51Z	\$350.00
Spot Lamp, LED Bulb	Driver only (Unity)	51R	\$395.00
Spot Lamp, LED Bulb	Driver only (Whelen)	51T	\$420.00
Spot Lamp, LED Bulb	Dual only (Unity)	51S	\$620.00
Spot Lamp, LED Bulb	Dual only (Whelen)	51V	\$665.00
Floor			
Floor Carpet	Delete Carpeting and floor mats	STD	DEDUCT COST: -\$40.00
Interior			
Air Conditioning	Auxiliary; Note: not available with Cargo Storage Vault (63V)	17A	\$610.00
Cargo Storage Vault	Includes lockable door; Note: not available with Auxiliary Air Conditioning	63V	\$245.00
Console Plate - Rear	Not available with 65U	85R	\$35.00
Dome Light	Red/White in Cargo Area	17T	\$50.00
Front Console	Delete; Note: not available with option: 67G, 67H, 67U	85D	DEDUCT COST: \$0.00
Packages			
Cargo Wiring Up fit Package	Includes: Rear console mounting plate – contours through 2nd row; channel for wiring; Wiring overlay harness with lighting and siren interface connections; Vehicle Engine Harness: – Two (2) light connectors – supports up to six (6) LED lights each (engine compartment) – Two (2) grille LED light connector – supports two (2) LED lights – Two (2) 50 amp battery ground circuits in right hand rear quarter power distribution junction block – One (1) 10-amp siren/speaker circuit (engine to cargo area) – Whelen Lighting PCC8R Control Head – Light Controller/ Relay Center Wiring (Jumper harness) Whelen Specific Cable (console to cargo area) connects PCC8R to Control Head – Pre-wiring for grille LEDs and siren/speaker (60A) Note: Not available with options 85S, 856, 857	67G	\$1,340.00
Front Headlamp/Police Interceptor Housing Only	Pre-drilled hole for side marker police use, does not include LED installed bulb (eliminates need to drill housing assemblies); Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights) Note: Not available with options 66A and 67H	86P	\$125.00
Front Headlamp Lighting Solution	Base projector beam headlamp plus two (2) multi-function Park/Turn/Warn (PTW) bulbs for Wig-wag simulation, and two (2) white hemispheric light head LED side warning lights. Includes pre-wire for grille lamp, siren and speaker (60A) Note: Not available with option 67H.	66A	\$850.00
Interior Upgrade Package	1st and 2nd Row Carpet Floor Covering, Cloth Seats - Rear, Center Floor Console less shifter w/unique Police console finish plate – Includes Console- Top Plate – Finish 3 (incl. 2 cup holders), Floor Mats, front and rear, Note: Not available with Police Interceptor Package 67G, 67H, 67U	65U	\$390.00
Police Wire Harness Connector Kit - Front	• For connectivity to Ford PI Package solutions includes: – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector Note: See Up fitter's Guide for further detail www.fordpoliceinterceptorupfit.com	47C	\$105.00
Police Wire Harness Connector Kit - Rear	• For connectivity to Ford PI Package solutions includes: – (1) 2-pin connector for rear lighting – (6) Female 4-pin connectors – (6) Male 4-pin connectors – (1) 10-pin connector Note: See Up fitter's Guide for further detail www.fordpoliceinterceptorupfit.com	21P	\$130.00

STIVERS FORD

ADDITIONAL OPTIONS (Cont.)				
Packages	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)		Cost
Ready for the Road Package	<ul style="list-style-type: none">Includes Police Interceptor Packages: #66A, #66B, #66C plus:<ul style="list-style-type: none">Whelen Cencom Light Controller HeadWhelen Cencom Relay Center / Siren / Amp (mounted behind 2nd row seat)Light Controller / Relay Cencom wiring (wiring harness)Whelen Specific W ECAN Cable (console to cargo area) connects Cencom to Control HeadPre-Wiring for grille lamp, siren and speaker (60A)<ul style="list-style-type: none">- Rear console plate (85R) - contours through 2nd row, channel for wiringGrille linear LED Lights (Red / Blue)100-Watt Siren / SpeakerHidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P)Harness:<ul style="list-style-type: none">Two (2) light cables - supports up to six (6) lights (engine compartment)Two (2) grille light cablesTwo (2) 50-amp battery and ground circuits in RH rear-quarterOne (1) 10-amp siren/speaker circuit engine cargo areaNote: Not available with options 66A, 66B, 66C, 67G, 67U	67H		\$3,415.00
Rear Lighting Solution	Includes two (2) backlit flashing linear high-intensity LED lights; (driver side red / passenger side blue) mounted to inside lift gate glass; Includes two (2) backlit linear high-intensity LED lights (driver side red / passenger side blue) installed on inside lip of lift gate (lights activate when lift gate is open) Note: Not available with 67H	66C		\$455.00
Tail Lamp Lighting Solution	Includes base lamp, plus two (2) rear integrated hemispheric white light head LED side warning lights in tail lamps. Note: Not available with option 67H.	66B		\$425.00
Ultimate Wiring Package	<ul style="list-style-type: none">Includes the following:<ul style="list-style-type: none">Rear console mounting plate (85R) contours through 2nd row; channel for wiringPre-wiring for grille lamp, siren and speaker (60A)<ul style="list-style-type: none">- Wiring Harness I/P to rear (overlay):<ul style="list-style-type: none">o Two (2) light cables – supports up to six (6) lights (engine compartment)o Two (2) grille light cableso Two (2) 50-amp battery and ground circuits in RH rear quartero One (1) 10-amp siren/speaker circuit engine cargo areaNote: Not available with options 65U, 67G, 67H	67U		\$550.00
Safety				
Perimeter Anti-theft alarm	Activated by Hood, Door or Deck Lid, requires key fob	593		\$120.00
BLIS - Blind Spot Monitoring	With Cross traffic Alert with cross traffic alert (requires 21B)	55B		\$545.00
Daytime Running Lights	Daytime Running Lights	942		\$45.00
Lockable Gas Cap		19L		\$20.00
Reverse Sensing System	Factory preferred but dealer Installed acceptable – Activated by the opening of Hood, Door, or Deck lid	76R	Factory Installed? YES	\$275.00
Security Alarm	– Requires Key Fob (60P)	593		\$120.00
Seating				
2nd Row Seating	Cloth	FW		\$60.00
Tires & Wheels				
Wheel Covers	DELETE Full size bolt-on (not center caps)	STD	DEDUCT COST:	\$0.00
Extended Service Plan				
75,000 miles	assumes 5,000-mile intervals = 15 service events)			\$930.00
75,000 miles	assumes 3,000-mile intervals = 25 service events)			\$1,385.00
100,000 miles	assumes 5,000-mile intervals = 20 service events			\$1,070.00
100,000 miles	assumes 3,000-mile intervals = 33 service events			\$1,670.00
OTHER				
Options not listed above	Discount percentage off MSRP for options \$2000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded unless approved by DAS.	Enter Percentage Discount MSRP:		2
DELIVERY				
				Cost
Delivery Price Per Mile	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge		\$3.00
Delivery FOB	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number:	0	\$0.00
Delivery FOB	Delivery Cost to Iowa State University, Ames, IA	Enter miles in whole number:	25	\$75.00
Delivery FOB	Delivery Cost to University of Northern Iowa, Cedar Falls, IA	Enter miles in whole number:	45	\$135.00

PPV Group D 4.1 - Department of Administrative Services - ALL WHEEL DRIVE		Mfg. Code / NA / STD	Option Price
Spot Lamp, Incandescent Bulb	Driver Side only	51Y	\$215.00
		Estimated Quantity	1
TOTAL PRICE FOR EACH VEHICLE: (Includes Base Vehicle Cost, Options, and Delivery Cost)			\$27,357.00

FINAL BID PRICE

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: March 6, 2018, *March 20, 2018*

SUBJECT: West Central Iowa Rural Water Association
Request to Provide Water Service Within Two-Mile Limit

On March 1, the West Central Iowa Rural Water Association made a request to provide water service within the two-mile limit to the following:

Carroll County Solid Waste
Management Commission

Maple River Township, Section 22

South of 19382 Hwy. 30
No address assigned

The approximate location is illustrated on the attached map.

Following the initial request for service, the Carroll County Solid Waste Management Commission approved an agreement for water service with West Central Iowa Rural Water Association. On March 20, West Central Iowa Rural Water Association renewed their request to provide water service within the two-mile limit to the Carroll County Solid Waste Management Commission.

The options appear to be as follows:

1. Not respond to the plan within 75 days. West Central Iowa Rural Water Association may provide the service proposed.
2. Within 75 days of receipt of the plan, notify West Central Iowa Rural Water Association that the City requires additional time or information to study provision of water service outside the limits of the City.
3. Waive the right to provide water service. West Central Iowa Rural Water Association may provide the service.
4. Reserve the right to provide water service in some or all areas of the plan. Preparations must be made to provide service within three years.

RECOMMENDATION: Consideration and waiver of the right to provide water service.

RMK:ds

attachment

CARROLL COUNTY
IOWA



Prepared by
IOWA DOT

JANUARY 1, 2017

6 - 1 - 17

INTERSTATE HIGHWAY
PRIMARY HIGHWAY-DIVIDED
PRIMARY HIGHWAY
PORTLAND CEMENT CONCRETE ROAD
ASPHALT ROAD
BITUMINOUS ROAD
GRAVEL ROAD
EARTHEN ROAD

INTERSTATE HIGHWAY
UNITED STATES HIGHWAY
STATE HIGHWAY
COUNTY HIGHWAY

RAILROAD

PIPELINE

AIRPORT

HYDROLOGY

RIDGE

STATE BOUNDARY

COUNTY BOUNDARY

CORPORATE BOUNDARY

TOWNSHIP LINE

SECTION LINE

ROAD NAMES

UNINCORPORATED PLACE

STATE PARKS

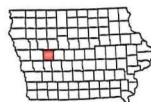
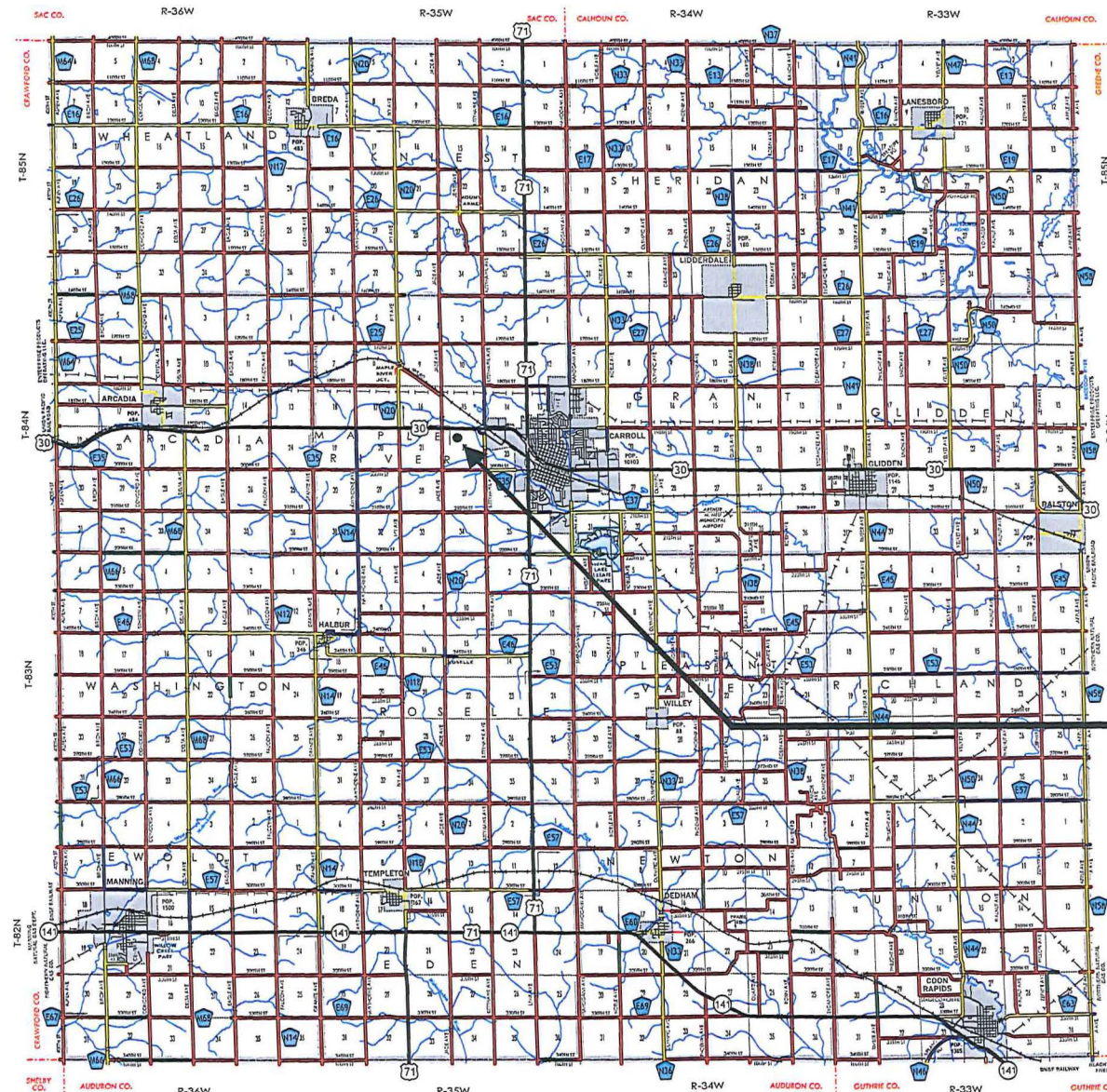
STATE INSTITUTIONS

FEDERAL LAND

ARROYO

SLEWWOOD

**Requested
Service 03-01-18**



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

DATE: March 20, 2018

SUBJECT: Downtown Streetscape Phase 8
Certificate of Substantial Completion

The contractor, Badding Construction Company, has completed work on the Downtown Streetscape Phase 8 project. The work was substantially completed on November 30, 2017. The Contract substantial completion date was established by Change Order No. 1 as November 30, 2017. Since that time, minor items to be completed under the Contract have been performed.

The tentative final Contract cost is \$1,330,050.62. The Contract cost established by Change Order No. 1 was 1,319,221.41.

RECOMMENDATION: Mayor and City Council consideration and acceptance of the Certificate of Substantial Completion for the Downtown Streetscape Phase 8 project.

RMK:ds

attachment

CITY OF CARROLL

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: **DOWNTOWN STREETScape PHASE 8**

OWNER: City of Carroll, Iowa

OWNER'S Contract No.: Resolution #1746

CONTRACTOR: Badding Construction Company

ARCHITECT: Confluence

DATE OF SUBSTANTIAL COMPLETION: November 30, 2017

This Certificate of Substantial Completion applies to all Work under the Contract Documents.

To: City of Carroll, Iowa

And To: Badding Construction Company

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ARCHITECT, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows: See Specifications.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

JURISDICTIONAL ENGINEER issues this Certificate of Substantial Completion on March 20, 2018.

CITY OF CARROLL, IOWA

By: _____
Randall M. Krauel, City Engineer

CONTRACTOR accepts this Certificate of Substantial Completion on:

(Date)

BADDING CONSTRUCTION COMPANY

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on March 26, 2018.

CITY OF CARROLL, IOWA

By: _____
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 *MPW*
FROM: Jack Wardell, Director of Parks and Recreation *JW*
DATE: March 20, 2018
SUBJECT: Memo to City Council – Report of Bid Opening – Greens & Tee Sprayer – Golf Course – 2018

Pre Bid Estimate: F.Y. 18 - Budgeted Item \$35,000.00

On March 20, 2018 four bids were received at the time of the bid opening and the results are listed below:

	Contractor	Greens & Tee Sprayer
1	<u>TurfWerks - Johnston, IA</u>	<u>\$33,438.30</u>
2	<u>MTI Distributing - Brooklyn Center, MN</u>	<u>\$34,500.00</u>
3	<u>Van Wall Equipment - Urbandale, IA</u>	<u>\$33,735.00</u>
4	<u>Van Wall Equipment - Urbandale, IA</u>	<u>\$34,880.00</u>

The city's current sprayer is approximately 30 years old and is in need of replacement. The golf course personnel spray the greens during the season once a week with either fertilizer, fungicide, or herbicide and spray tees at least once a month. Also, they spray the rough areas in the fall that they can get to with the larger sprayer.

RECOMMENDATION: For the Mayor and City Council to approve the bid from TurfWerks for the bid price \$33,438.30.

City of Carroll
Parks & Recreation Department - Golf Course Division
112 E 5th Street
Carroll, Ia 51401
(712)792-1000
(712)792-0139
Website: www.cityofcarroll.com

BID OPENING REPORT

Bids were opened: 03/20/2018 @ 11:00 AM

For: Greens & Tee Sprayer - Golf Course - 2018

Pre-Bid Estimate: \$35,000.00

	Contractor	Greens & Tee Sprayer
1	<u>TurfWerks - Johnston, Iowa</u>	<u>\$33,438.30</u>
2	<u>MTI Distributing - Brooklyn Center, MN</u>	<u>\$34,500.00</u>
3	<u>Van Wall Equipment, Urbandale, IA</u>	<u>\$33,735.00</u>
4	<u>Van Wall Equipment, Urbandale, IA</u>	<u>\$34,880.00</u>

Signed:

Laura A. Schaefer, City Clerk

Date:

3/20/2018

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and Members of the City Council

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

DATE: March 22, 2018

SUBJECT: Committee Reports

1. Library Board (meets 3rd or 4th Monday of month) – **March 19, 2018**
2. Board of Adjustment (meets 1st Monday of month) –
3. Planning and Zoning Commission (meets 2nd Wednesday of month) –
4. Carroll Airport Commission (meets 2nd Monday of month) – **March 12, 2018**
5. Parks, Recreation & Cultural Advisory Board (meets 3rd Monday of January, March, May, July, September and November) –
6. Carroll County Solid Waste Management Commission (meets 2nd Tuesday of month) – **March 13, 2018**
7. Historical Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

Library Board Minutes

March 19, 2018

The Carroll Board of Trustees met in the Mayor's Conference Room of City Hall. Trustees present were: Janet Auge (5:25), Jacob Fiscus, Tom Louis, Summer Parrott, Paul Reicks, Sondra Rierson, Kyle Ulveling, and Director Rachel Van Erdewyk. Trustees absent were: Carol Shields and Ralph von Qualen. Also present were City Manager Mike Pogge-Weaver and City Councilman Lavern Dirkx.

Fiscus called the meeting to order at 5:15. It was moved by Ulveling and seconded by Louis to approve the agenda. All voted aye. Auge absent. It was moved by Rierson and seconded by Parrott to approve the minutes of the February meeting. All voted aye. Auge absent. It was moved by Rierson and seconded by Reicks to approve the bills. All voted aye. Auge absent.

Director's report: Toddler story times and Children's Outreach programming remained steady. Some of the read-aloud programs with children's librarian, Diane Tracy, were canceled due to bad weather. Tracy also attended Fairview's Literacy Day for preschoolers. The library sponsored a home-made Valentine card program for delivery to local nursing homes and Meals on Wheels. 430 cards were made by library patrons and school children. A marbling glassware program had 19 teens designing colorful dyes from nail polish for glass container immersion. 81 people attended The Lessons of the Holocaust with Brad Wilkening. Monthly door count was 7,744 and total resources utilized was 20, 456.

Old Business: An update was given on the library/city hall project.

New Business: None.

It was moved by Ulveling and seconded by Louis to adjourn. All voted aye. Meeting adjourned at 5:55. Next regular meeting will be April 16, 2018.

Jacob Fiscus—President

Judy Behm—Recording Secretary

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

March 13, 2018

1. The meeting was called to order at 8:00 a.m. by Chairman Marty Danzer, in the boardroom of the Carroll County Recycling Center. Others in attendance were Jeff Anthofer, City of Coon Rapids; Harvey Dales, City of Manning; and Mike Schwabe, City of Breda. Also attending were Mary Wittry, Director, and Dan Halbur, Office Manager.
2. Agenda: Wittry requested discussion of the conference room and bad debt in other business. With the addition, Dales made the motion to approve the agenda and Anthofer seconded. Motion carried, all voting aye.
3. Schwabe made the motion and Dales seconded to approve the minutes of the Executive Board meeting on February 12, 2018. Motion carried, all voting aye.
4. Dales reviewed the Bills Payable--see attached. Wittry went over the following: Foth--\$34058.53--permit renewal, annual water quality report, and work on maintenance building; and Mastercard--\$891.52--(\$847 will be reimbursed by ISOSWO for plane ticket). Anthofer made the motion and Schwabe seconded to approve the bills as presented. Motion carried, all voting aye.
5. Halbur presented the financial report --see attached. Schwabe made the motion and Dales seconded to approve the financial report as presented. Motion carried, all voting aye.
6. Discussion/decision on bid specifications: Wittry presented a revised preliminary drawing of the maintenance building to the board. Schwabe made the motion to approve the maintenance building to be put out for bid and Anthofer seconded. Motion carried, all voting aye.
7. Wittry discussed the agreement received by West Central Iowa Rural Water Association to hook up water to the new maintenance building. Dales made the motion to approve the agreement and Schwabe seconded. Motion carried, all voting aye.
8. Landfill update: Wittry informed the board of due dates to upcoming reports; inmates will be on site this week; windscreens have been ordered; and hazardous waste day with DMAcc will be Saturday, April 21, 2018.
9. Recycling update: Wittry informed the board that all products continue to move and that the Commission will be receiving a cost estimate to replace the commingle sorting line and ventilation system by the next board meeting.
10. Next meeting date: April 10, 2018 at 8:00 a.m.
11. Other: Wittry informed the board that a renter's December farm rent has not been paid and discussed the need to enlarge the conference room. The Commission attorney will be consulted regarding the unpaid farm rent and modifications will be made to increase the size of the conference room.
12. Anthofer made the motion and Dales seconded to adjourn the meeting at 8:31 a.m. Motion carried, all voting aye.

Respectfully submitted by:

Daniel J Halbur

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, March 12, 2018, at the Arthur Neu Airport. Commission members in attendance were Greg Siemann, Gene Vincent and Kevin Wittrock. Also attending were Mr. Pete Crawford, engineer, Don Mensen, airport manager and Carol Schoeppner, recording secretary. Vice-Chairman Siemann conducted the 5:30 P.M. meeting.

MINUTES

The minutes of the previous meeting were reviewed by the Commission. A motion by Comm. Wittrock and seconded by Comm. Vincent was made to approve the minutes. Motion carried by Commissioners Siemann, Vincent and Wittrock.

DANNER GRAIN LEG LITIGATION

The briefs are completed and filed with the Supreme Court of Iowa.

VERIZON TOWER

The Airport Commission was presented with a proposed construction application by Verizon Communications for the construction of a 195 foot self-supported tower approximately one-half mile south of the business district of Glidden, Iowa, on Idaho Street. This structure would be erected approximately 150 feet West of the extension of Idaho Street. A motion by Comm. Wittrock and seconded by Comm. Vincent that prior to taking any action on this proposed construction, that Verizon Communications would have to comply with FAA Regulation 14 CFR 77.9(b)(1) which requires the submission to the FAA at least 45 days before the start date of proposed construction and the submission to the FAA of FAA form 7460-1. This form is available on the internet. This form is necessary because 14 CFR 77.9(b)(1) requires the FAA consent since the proposed tower would be within a horizontal distance of 20,000 feet from the beginning of Runway 31 at the Arthur Neu Airport at Carroll, Iowa. The proposed tower would potentially obstruct the 100 to 1 slope from the beginning of Runway 31 as stated in the Regulation. Motion carried by Commissioners Siemann, Vincent and Wittrock.

MARTIN DANNER GRAIN BIN CONSTRUCTION

The Airport Commission was presented with a proposed construction application by Martin Danner for the construction of a large grain bin at the existing Danner Grain Leg and Grain Bin site south of the Airport. This is the site that is subject to the pending litigation in the cases of the Carroll Airport Commission versus Danner and Danner versus the Carroll County Board of Adjustment. It is claimed that this structure would not extend into the floor of the protected air space. A motion by Comm. Wittrock and seconded by Comm. Vincent was made that the Carroll Airport Commission would not approve of the construction of the proposed grain bin until all of the pending litigation at that site is resolved. Motion carried by Commissioners Siemann, Vincent and Wittrock. In addition, Martin Danner would have to comply with FAA regulation 14 CFR 77.9(b)(1) which requires the submission to the FAA at least 45 days before the date of proposed construction and the submission to the FAA of FAA form 7460-1. This form is available on the internet. This form is necessary because 14 CFR 77.9(b)(1) requires FAA consent since the proposed grain bin would be within a horizontal distance of 20,000 feet from the beginning of Runway 31 at the Arthur Neu Airport at Carroll, Iowa. The proposed grain bin would potentially obstruct the 100 to 1 slope from the beginning of runway 31 as stated in the Regulation.

TOPICS DISCUSSED:

Wicks Construction will be contacted about the bubble on the colored cement sidewalk.

Kitt Plumbing will start on the bathroom repair in a couple weeks.

Comm. Vincent suggested to pre-paid the farm fertilizer to New Cooperative.

Don presented a five year upkeep and replacement plan to the Commission, He suggested having Andrews Roofing check the roof on the terminal as it is 19 years old.

Comm. Vincent will check with the City for ground for the mound at the airport sign location.

March 12, 2018

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BILLS

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

Carroll Aviation	contract	\$ 6,450.00
Neu, Minnich, Comito,		
Halbur, Neu & Badding	grain leg fees	2,150.00
Wittrock Motor	Feb car rental	375.00
Drees Oil	equipment bld fuel	269.87
Rueter's	tractor repair	324.00
Performance Tire	truck repair	2,382.42
Bomgaars	truck repair	150.93
NAPA Auto Parts	floor cleaner	266.11
Community Oil	equipment fuel	460.90
New Cooperative	fertilizer	3,375.83
Raccoon Valley Coop	Feb electric service	1,402.44
Carroll Refuse	Feb garbage	57.00
Ecowater	cooler rent/water	91.37
Carol Schoeppner	secretary contract	350.00

A motion by Comm. Vincent and seconded by Comm. Wittrock was made to approve the bills as presented to the Carroll Airport Commission. Motion carried by Commissioners Siemann, Vincent and Wittrock.

There being no further business, a motion by Comm. Vincent and seconded by Comm. Wittrock was made to adjourn at 6:58 P.M..

The next regular meeting of the Carroll Airport Commission will be April 9, 2018, at the Arthur Neu Airport.

Chairman Vice-Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, April 9, 2018

5:30 P.M.

Arthur Neu Airport

Agenda

Approve minutes from previous meeting

Danner Grain Leg Litigation

Danner Grain Bin Construction

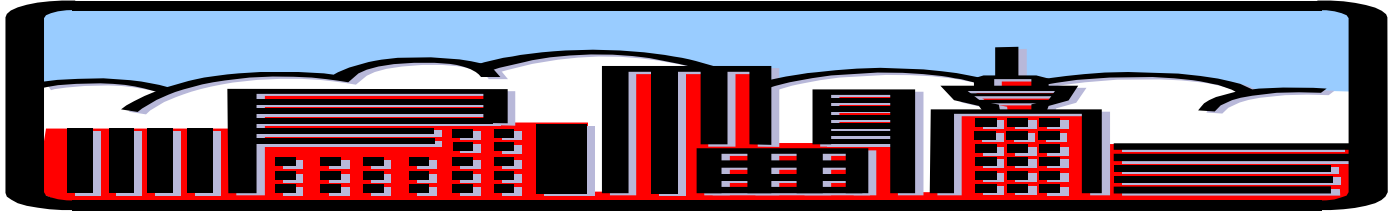
Bathroom Repair

Sidewalk Repair

Airport Sign

New Business

Approve Monthly Bills



City Manager's Monthly Activity Report

Mike Pogge-Weaver, City Manager

February 2018

City of *Carroll*

This is a report of the various departments and divisions of the City of Carroll.

Finance Department

As reported by Laura Schaefer, City Clerk/Finance Director

Routine Activities for the month:

- Dealt with water issues/collections
- Worked with Region 12 for housing grant
- IMWCA Regional training – Carroll Fire Station – February 7
- Budget work sessions – February 1 & 5
- Prepared state FY 19 budget forms
- Prepared information for annual debt disclosure
- Continued to promote wellness initiatives (Carroll County Wellness Coalition and City wellness program)
 - Wellness Coalition Meeting – February 15
 - Wellness Meeting with Benefit Source – February 15 & 23

Activities planned for next month and other comments:

- Continue to work on delinquent water accounts/water issues
- Draft financial policies
- Union Negotiations – March 1
- File FY 2019 budget with county auditor and State of Iowa
- Prepare information for FY 19 property/liability insurance renewal
- Continue to promote wellness program with employees
 - Kuemper Fit Knight Days (Wellness Coalition) – March 7 & 8
 - Employee Blood Profiles – March 14
 - Wellness Coalition Meeting – March 15
 - Live Healthy Iowa 5K – April 14

Accomplishments of particular note:

- 298 utility bills and statements were emailed in February 2018.

Fire Department

As reported by Greg Schreck, Fire Chief

Routine Activities for the month:

The Department responded to five calls for service and held three training sessions in February.

Firefighters continued training in vehicle collision extrication procedures. Fire hose testing also continued in February with hopes of having all hose testing complete in March. The Department conducted a tour and pre-fire planning for the Daily Times Herald Office. Tours of this type help firefighters familiarize themselves with building construction and layout, in addition to hydrant locations, for fire suppression should fire break out in this area.

Firefighter Jake Hannasch began duties with the Department in February.

Run Report for February:

Alarm Date	Alarm Location	Incident Type
02/05/2018	Highway 30 & Market St	Two vehicle collision
02/17/2018	240 th & Granite Ave	Single vehicle roll-over
02/19/2018	1812 Lois Ave	Oven fire
02/23/2018	218 W 6 th St	Natural gas line rupture
02/23/2018	240 th & Olympic Ave	Two vehicle collision

Police Department

As reported by Brad Burke, Police Chief

Routine Activities for the month:

Officers Jason Kirsch, Ethan Kathol, and Tony Amdor attended Field Training Officer (FTO) School at the Iowa Law Enforcement Academy (ILEA) February 5th through the 9th. These officers complete training of new hire officers who have just completed training at ILEA. The training better prepares the officers to complete the task of giving the best training to the new officer.

On the 12th, officers completed Hazmat Operations training at the Carroll Fire Department. This training is a mandated training from ILEA and required to keep current law enforcement certification. Hazmat Operations trains the officers on recognizing and responding to a hazardous material call.

Officer Patrick McCarty attended salvage vehicle examination training in Nevada on the 16th. The Carroll Police Department completes salvage vehicle examinations to identify safety issues with salvage vehicles as well as locating stolen vehicles and reducing the use of stolen vehicle parts to repair salvage vehicles.

Officer Kenny Bensley assisted ILEA with pepper spray training on the 26th. Officer Bensley is a certified OC instructor and was asked to assist the basic academy complete their training.

Sergeant Gary Bellinghausen and Officer Alex Klever attended the Iowa Police Officer Association Conference on the 27th and 28th. This training focused on investigations and information gathering from social media.

Offense Summary

CARROLL POLICE DEPARTMENT OFFENSE SUMMARY

Offenses	Incidents		
	February 2018	February 2017	February 2016
Forcible Rape			
Forcible Fondling	1		
Porno/Obscene Material			1
Robbery			
Aggravated Assault			1
Domestic Violence			1
Simple Assault	2	6	3
Domestic Abuse	1	1	5
Burglary/B&E			3
Shoplifting	1	5	7
Theft from Vehicle	2	1	1
Theft Vehicle Part		1	
Theft of Bike			
Theft from Building	3	2	2
Other Larceny	2		
Motor Vehicle Theft		1	
Arson			
Counterfeit/Forgery	1	1	1
Credit/ATM Fraud	1		
Identify Theft			
Bad Checks	1	1	1
Stolen Property			
Vandalism			
Vandalism: Business	1	3	
Vandalism: Residence	2	1	2
Vandalism: Vehicle	4	5	2
Vandalism: School			
Vandalism: Other		1	
Weapon Law Violation			
Drug/Narc Violations	5	2	8
Drug Equipment Viol			
Drive Under Influence	5	9	1
OWI 2 nd		1	1
OWI 3 rd		1	
Liquor Law Violation			2
Drunkenness		1	
Disorderly Conduct			1
Harassment		1	2
All Other Offenses	6	1	3
False Information			2
Trespassing	2	1	1
Runaway			
Missing Person			

Cruelty to Animal			
Found Person			
Found Animal			
Found Property	2		
Firearms Accident			
Unattended Death		1	
Suicide			
Mental Case			
Animal Bite		1	
Dispose of Animal			1
Warrant Outside	6	8	12
Restraining Order	1		4
1050F Traffic Accident			
10-50 PI Personal Injury			1
10-50 PI MV Pedestrian		1	
10-50 PI Car & Bike	1		
10-50 PD Prop.	17	15	11
10-50 Car & Deer			
1050 PD: Hit and Run	2	3	4
1050 PD: City Vehicle			
1050 PD: Police Vehicle			
10-50 PD Under 1500	1	5	3
Assist Other Agency	1	1	1
Moving Violations			
Op After Revocation	1	6	1
Operate After Suspen	7	14	11
Miscellaneous Public	5	3	5
Total	84	104	105

02/01/2018 thru 02/28/2018

Citations	
Animal	
Dark Windows	
License Violation	12
Other	5
Violation (Parking)	33
Registration	21
Seatbelt	27
Tobacco	5
Traffic	61
Warning Notices	192
Loud Stereo	
TOTAL	356

02/01/2018 thru 02/28/2018

Salvage Vehicle
Inspections: 11

Building Department

As reported by Perry Johnson, Building Official

Permits - By Class - By Type - February 2018

Class	Permit Type	Date Issued	Valuation		Permit #	Fee
Agricultural						
	Building					
						\$0.00
Agricultural Building Valuation Total:			\$0.00	Agricultural Building Fee Total:		\$0.00
Agricultural Valuation Total:			\$0.00	Agricultural Fee Total:		\$0.00
Commercial						
	Building					
		02/19/2018	\$10,000.00			\$84.50
Commercial Building Valuation Total:			\$10,000.00	Commercial Building Fee Total:		\$84.50
	Electrical					
		NONE				\$0.00
				Commercial Electrical Fee Total:		\$0.00
	Mechanical					
		NONE				\$0.00
			Commercial Mechanical Fee Total:			\$0.00
	Plumbing					
		NONE				\$0.00
			Commercial Plumbing Fee Total:		\$0.00	
	Right of Way					
		NONE				\$0.00
			Commercial Right of Way Fee Total:			\$0.00
	Sign					
		NONE				\$0.00
			Commercial Sign Fee Total:		\$0.00	
Commercial Valuation Total:			\$10,000.00	Commercial Fee Total:		\$84.50

Residential						
	Building					
		02/19/2018	\$4,500.00		180013	\$47.00
		02/19/2018	\$40,000.00		180014	\$239.50
		02/20/2018	\$50,000.00		180017	\$287.63
	Residential Building Valuation Total:		\$94,500.00	Residential Building Fee Total:		\$574.13
	Electrical					
		02/19/2018			180010	\$35.95
				Residential Electrical Fee Total:		\$35.95
	Mechanical					
		02/19/2018			180012	\$32.88
				Residential Mechanical Fee Total:		\$32.88
	Plumbing					
		02/19/2018			180009	\$43.50
		02/19/2018			180011	\$47.00
				Residential Plumbing Fee Total:		\$90.50
	Right of Way					
		NONE				\$0.00
				Residential Right of Way Fee Total:		\$0.00
	Sign					
		NONE				\$0.00
				Residential Sign Fee Total:		\$0.00
Residential Valuation Total:			\$94,500.00	Residential Fee Total:		\$733.46
Valuation Grand Total:			\$104,500.00	Fee Grand Total:		\$817.96

Permits - YTD - through February 2018

Class	Permit Type	Valuation		Fee
<i>Agricultural</i>				
	Building	\$0.00		\$0.00
	Agricultural Valuation Total:	\$0.00	Agricultural Fee Total:	\$0.00
<i>Commercial</i>				
	Building	\$41,600.00		\$288.00
	Electrical			\$0.00
	Mechanical			\$0.00
	Plumbing			\$64.50
	Right of Way			\$0.00
	Sign			\$45.00
	Commercial Valuation Total:	\$41,600.00	Commercial Fee Total:	\$397.50
<i>Residential</i>				
	Building	\$94,500.00		\$609.13
	Electrical			\$146.95
	Mechanical			\$32.88
	Plumbing			\$90.50
	Right of Way			\$0.00
	Sign			
	Residential Valuation Total:	\$94,500.00	Residential Fee Total:	\$879.46
Valuation Grand Total: \$136,100.00 Fee Grand Total: \$1,276.96				

Public Works

As reported by Randy Krauel, Public Works Director/City Engineer

Routine Activities for the month:

Division: Streets; Tom Weber, Street Superintendent

- Excavated three graves for Cemetery.
- Patched potholes.
- Cut trees out of drainage ditches.
- Plowed and sanded for several ice and snow events.
- Repaired needed items on the street sweeper from inspection results.
- Maintained signs and signals.
- Hauled 2" rock to gravel road soft areas.
- Installed new street name signs.
- Division Safety Meeting: "Hand Tool Safety"; February 28.

Division: Water; Terry Kluver, Water Superintendent

- Water production:

Monthly Total:	30.049 million gallons
Daily Average:	1.073 million gallons
Daily Maximum:	1.301 million gallons
- Completed 21 Iowa One Call locate requests.
- Meter Department
 - 64 service orders.
 - 4 delinquents.
 - 5 rereads.
 - 0 stuck meters.
- Division Safety Meeting: "Safety Trainer on Working Safely with Silica", February 22.

Division: Sean Kleespies, Wastewater Superintendent

- Wastewater treatment:

Monthly Total:	33.506 million gallons
Daily Average:	1.197 million gallons
Daily Maximum:	1.581 million gallons
- Performed laboratory analysis.
- Completed DNR Monthly Operating Report.
- Daily plant sampling and operations.
- Division Safety Meeting: "Slips, Trips and Falls", February 7.

Special Activities/Accomplishments of particular note:

Division: Streets; Tom Weber, Street Superintendent

- Assisted the Water Division with a watermain repair on February 4.
- Repaired traffic signal loop wire on Hwy. 30 on February 14.

Division: Water; Terry Kluver, Water Superintendent

- Repaired watermain break at 858 E. Hwy. 30.
- Submitted permit-required samples for Combined Radium and Gross Alpha.
- Contractor investigating breakers tripping in control panel at Wells #18 and #19.
- Installed shelving in enclosed trailer for additional Speed Shoring for watermain repairs.

Division: Sean Kleespies, Wastewater Superintendent

- CCTV inspection of sanitary sewer.
- Stripped and waxed all the floors in the Administration Building.
- Replaced breakroom flooring.
- Plowed snow at the WWTP.
- Worked on Wastewater training manuals.
- Replaced tile in the main entrance of the Administration Building.

Activities planned for next month and other comments:

Division: Streets; Tom Weber, Street Superintendent

- Plow and sand, as needed.
- Sweep streets.
- Pour concrete, if weather permits, on sidewalks in CBD.
- Patch potholes.
- Blade gravel roads.
- Install new street name signs

Division: Water; Terry Kluver, Water Superintendent

- Jared Hays and Garold Sorensen to attend a Work Zone Safety Workshop in Ames on March 5.
- Terry Kluver and Devin Pudenz will attend a Work Zone Safety Workshop in Storm Lake on March 20.
- Obtain Lead and Copper samples weekly for Wastewater Study.
- Remove and clean three (3) Cla-val stems from process pumps at WTP.
- Obtain Nitrite and Ammonia samples from nine (9) wells.

Division: Sean Kleespies, Wastewater Superintendent

- Laboratory Analysis.
- DNR Monthly Operating Report.
- Perform preventative maintenance on equipment.
- Continue CCTV inspections of the sanitary sewer.
- Work on Wastewater training manuals for operator certification grade testing.
- Travis Boell, Paul Kersey and Sean Kleespies will attend a Work Zone Safety Workshop in Storm Lake on March 20.
- Continuing Education classes for Jerry Dentlinger, Matt Riedell, Paul Kersey and Travis Boell.

CAPITAL PROJECT STATUS SUMMARY – 03-13-18

PROJECT				ANTICIPATED		CONTRACT DATA						
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Trails	2015 On-going	FY 17	FY16									
Rec Center Locker Rooms	2015 On-going	FY 17										
Streambed Stabilization		FY 17	FY16	\$385,000	2018							
Street Resurfacing 2013	2015 On-going		FY16			JEO Consulting Group, Inc.	\$60,800.00 +	09-24-12	\$143,848.36	95%	11-15-13	Plus Hourly Construction Services
						Godbersen-Smith Construction Co.	\$555,808.75		\$563,827.37		11-15-13	
Street Maintenance Building	2016 On-going	FY 16	FY14	\$4,308,500	2019	FEH Design	\$22,500.00	01-25-16	\$22,500.00		05-01-16	Space Needs/ Prelim. Design
US 30 – Grant Road Intersection	2016 On-going	FY 14	FY14	\$1,466,150	2017	Snyder & Associates, Inc.	\$4,900.00	07-22-13	\$4,900.00	100%	08-15-13	TSIP Application
						Snyder & Associates, Inc.	\$199,600.00	04-14-14	\$221,600.00			Design
						Dixon Const. Co.	\$1,449,835.78	04-02-18			115 Working Days	
Downtown Streetscape Phase 8	2016 On-going	FY 15	FY15	\$998,500	2017	Confluence Confluence	\$101,940.00 \$25,196.000	11-10-14 06-12-17	\$146,321.91	95%	05-15-17 11-15-17	Design Const. Services
						Badding Construction Company	\$1,294,844.41	06-12-17	\$1,231,457.11		11-15-17	

PROJECT				ANTICIPATED		CONTACT DATA						
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Corridor Entry Features	2016 On-going	FY 17	FY17	\$440,000	2018	Confluence	\$19,550.00	01-23-17	\$18,861.96			
Third Street HMA Resurfacing	2016 On-going	FY 17	FY17	\$1,036,000	2018	JEO Consulting Group, Inc.	\$71,193.00 \$80,078.00	09-26-16	\$136,535.45			Design Construction Services
						Tri-State Paving	\$788,870.73	Late Start Date 08-14-17	\$752,499.13	95%	40 Working Days	
Well and Transmission Main	2014	FY 16	FY16			JEO Consulting Group, Inc.	\$324,000.00	07-28-14	\$327,680.61			
Transmission Main – Group A	2014	FY 16	FY16			Drake Construction, L.C.	\$790,134.07	03-23-14	\$751,752.95	95%		Contract Completion 11-30-15
Watermain Replacement		FY 16	FY16	\$500,000	2018							
Leachate Forcemain & Gravity Sewer						King Construction	\$661,257.50 Total \$335,962.50 City	07-18-16	CCSWMC \$325,605.01		08-31-16	CCSWMC Contract
Water System Hydraulic Model						JEO Consulting Group, Inc.	\$49,600.00	08-14-17	\$39,050.00		12-29-17	
Downtown Streetscape Phase 9	2016 On-going	FY18	FY18	\$985,500	2018	Confluence	\$85,500.00	10-23-17	\$55,655.45		05-18	
Street Resurfacing 2018	2017 On-going	FY18	FY18	\$700,000	2018	JEO Consulting Group, Inc.	\$84,100.00	02-13-18			11-15-18	

Parks and Recreation

As reported by Jack Wardell, Parks and Recreation Director

Routine Activities for the month:

Parks: Scott Parcher, Parks Superintendent

- Equipment maintenance
- Clean snow and ice from sidewalks
- Trim trees
- Check for winter damage
- Help with funerals

Golf: Scott Haakenson, Golf Superintendent

- Continued to clean, tear down reels and put in new bearings and seals, grind reels and bedknives.

Cemetery: John Snyder, Cemetery Sexton

- Took care of five interments, three full burials and two cremations. One of the full burials was on a Saturday
- Removed snow at Rec Center and Clark Street sidewalks north and south sides. In addition, 1st St sidewalks and Pleasant Valley sidewalks as well as the cemetery as needed. Removed snow at water department parking lot one time.
- Took care of all cemetery paperwork, grave sales, supply purchases and burial records
- Helped numerous people with grave locations
- Cleaned up numerous truckloads of sticks that had fallen due to ice build up
- Backfilled numerous graves that had sunken in due to snow melt

Recreation Center: McKenzie Kiger, Recreation Center Superintendent

Rec Center Numbers per sales information report:

Daily Admission	773 (555 regular admission, 182 reduced rate, 36 free infant/child)
Membership Swipes	9,565
Total Usage	10,338

- Fitness: Kelly Glass began teaching 6 am and 9 am water fitness classes for me Feb 5. I began teaching more noon fitness classes to prepare for Sarah's maternity leave to cover while she is on leave.
- Lifeguarding: every Tuesday 11-1:30 due to no other staff availability, also guarded an additional 7 shifts (5 in 1 week) for guards during poor weather conditions
- Continued Pam's tasks (maternity leave): purchase birthday supplies/senior day items, EFTs with insufficient funds, verifying EFT payments of upcoming amounts and recently sold, membership cancel/changes, monthly billing and payments, corporate membership payments, office assistance, preparing attendance records for corporate accounts at year-end
- Started covering Sarah's duties (maternity leave 1 month early) on February 20: lifeguard schedules and subbing arrangements, fitness membership/payments/attendance, teaching noon fitness classes, swim lesson organization, hired/trained 2 new lifeguards from Sarah's Feb LG class

- Hired part-time person to assist in office while Pam & Sarah on maternity leave and Mike transfers to Parks, also has background in aquatics/lg
- Phone meetings about opportunities to join Les Mills and Silver Sneakers and contract requirements
- Ordered fitness equipment for weight/cardio room (treadmills, ellipticals, bumpers and bars)
- Weekly: city clerk calls for REC monies, software on ongoing reports/issues, daily tasks/fixes/issues
- Marketing: school flyers, radio, facebook (working to get account back from Facebook ending it as a “personal” account)
- Grant approved for \$1,000 from ICAP to use towards American Red Cross Aquatic Examiner program for risk management in aquatics

Recreation Center: Sarah Haberl, Aquatics & Fitness Specialist

- Maternity leave

Recreation Center: Mike Mertes, Program Specialist

- Monitor Production Slideshow update
- Updating website & social media

Recreation Center: Pam Hanlin, Secretary

- Maternity leave

Building Maintenance: Andy Snyder, Building Maintenance Specialist

- Changed light bulbs on city property
- Back washed filters for pools and spa at Rec Center
- General housekeeping
- Time sheets for staff
- Ordered supplies
- Vacuum Pool
- Night cleaning crew at Rec Center
- Power scrub gym and pool at Rec Center
- Bills

Special Activities/Accomplishments of particular note:

Parks: Scott Parcher, Parks Superintendent

- Plan summer schedules
- Clean up downtown

Cemetery: John Snyder, Cemetery Sexton

- Finished cleaning up stone chapel building

Recreation Center: McKenzie Kiger, Recreation Center Superintendent

- Winter Sisters Mermaid Party – Carroll Hosted 3 characters from Little Princess parties and served over 50 kids swim, CAST hosted 1 youth swim meet ending by 1:00 pm on Saturday, February 17
- Partnered with Library to host 2nd “Romp and Read” cooperative program at REC on Feb 26.
- 64 kids in winter (Feb-March) swim lessons preschool-level 4
- Taught Parent Child swim lessons, 4 classes ages 6 mo-3 years to 7 families.
- Sarah taught a Feb LG class, should be 4 new Carroll staff from this course.

Recreation Center: Sarah Haberl, Aquatics & Fitness Specialist

- Maternity leave

Recreation Center: Mike Mertes, Program Specialist

- Spring Soccer Registration (745 Registrations)
- Business Sponsorship program
- Daily Rec Center money reports
- Adult Coed Volleyball

Recreation Center: Pam Hanlin, Secretary

- Maternity leave

Building Maintenance: Andy Snyder, Building Maintenance Specialist

- Fixed bathrooms at city buildings
- Worked on vacuums at City Hall and Rec Center
- Fixed exercise equipment
- Sinks and drains at Rec Center and City Hall
- Downtown lights
- Working on specs, bids, quotes
- Locker locks at Rec Center
- Budget items
- Theater rentals
- Floor drains at Rec Center
- Finishing budget items
- Next year’s budget items
- Heating system at city buildings
- Web Server for Rec
- Quotes for small auto scrubber at Rec Center
- Golf Course carpet quotes
- Quotes on door locks and cameras at Rec Center
- Water line replacement at Rec Center
- Backed up sewer at Rec Center twice
- Generator service at City buildings
- Valve replacement on Rec sinks

Activities planned for next month and other comments:

Parks: Scott Parcher, Parks Superintendent

- Courts ready for tennis
- Ballfield work
- Clean up all park areas
- Equipment ready for season
- Spring order of chemicals and seed
- Soccer fields ready for April 2nd

Golf: Scott Haakenson, Golf Superintendent

- Paint tee markers, trashcans and ballwashers
- Put reels back on mowers and adjust
- Service mowers that need it
- Have cleanup day at golf course
- Open course when weather allows
- Send Jeremy to chemical spraying class

Cemetery: John Snyder, Cemetery Sexton

- Start spring cleanup and hopefully interview and hire three full - part time employees for the summer

Recreation Center: McKenzie Kiger, Recreation Center Superintendent

- March Babysitting Clinic on no school day – added a 2nd due to hitting max registration in 1 day, added April 2 date
- Lifeguard Instructor course (21 hours) offered at REC on 2 Sundays

Recreation Center: Sarah Haberl, Aquatics & Fitness Specialist

- Maternity leave

Recreation Center: Mike Mertes, Program Specialist

- Soccer Prep
- Soccer scheduling
- Soccer Coaches Meeting
- Summer / Fall Program planning
- T-ball and Baseball / Softball Registration

Recreation Center: Pam Hanlin, Secretary

- Maternity leave

Building Maintenance: Andy Snyder, Building Maintenance Specialist

- AHU #2 and #4 Bids

Safety Topic:

- Feb. 14- Lifeguard inservice – focus on backboarding skills and work expectations
- Ice



Director's Report February 2018

As reported by Rachel Van Erdewyk, Library Director

Tech Help Friday	36	Total Print Circulation:	7,079
Children's Library Programs	211	BRIDGES Circulation:	650
Children's Program Outreach	385	Consumer Reports:	56
Fairview Literacy Day	336	Public Computer Use:	518
Diane's Read Aloud	57	Wi-Fi Use:	218
Romp & Read	37	Website Visits	2,898
Book Clubs	12	Gale Databases:	92
Crafty Library Ladies	47	Global Road Warrior Page Views:	111
Poetry Group	8	Learning Express Resources:	54
Teen Advisory Group	12	Freegal Music Downloads:	902
Lessons of the Holocaust	81	Transparent Language:	5
Valentine's for Seniors	430	Chilton Auto Manual	2
Day of Devices	11	ABC Mouse Sessions:	97
		Zinio Digital Magazine Circulation:	30
		Daily Times Herald Page Views:	7,744
Total Program Attendance	1,682	Total Resources Utilized	20,456
Monthly Door Count	5,136		

Special activities/accomplishments of particular note:

- 1) **Children's Programs:** Children's programming continued this month with the regular monthly schedule of Rookie Readers, Diane's Read-Aloud, Pet Readers, Romp & Read, and outreach with book visits. Diane attended Fairview's Literacy Day for preschoolers where she was at a station doing a read-aloud of stories. Due to weather and no participants attending, some of the Read Aloud programs were canceled.

2) Adult & Teen Programs: Adult and Teen programs continued this month with the regular monthly schedule of Tech Help Fridays, Crafty Library Ladies, Book Club, Teen Advisory Group (TAG), and the Poetry Group. The Lessons of the Holocaust program given by Brad Wilkening was well attended with 81 participants learning about how the lessons of the Holocaust still relate today. 430 Valentines were delivered to seniors in the community living at assisted living facilities, nursing homes, and through the Meals on Wheels program. Patrons were encouraged to come into the library to make Valentines or make them at home. We had a tremendous turnout from the community supporting this project. Another additional program this month was a marbling glassware program for teens. 19 teens learned to mix different colored nail polishes to create a marbled design to then dip their glassware in. We received great feedback from the teens that this was a cool program and were excited to leave with the finished products.

3) Upcoming Events:

View upcoming events on the library's Google calendar at www.carroll-library.org by clicking on the Calendar of Events link on the home page.

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 *MJPW*

DATE: March 22, 2018

SUBJECT: Workshop by Nathan Overberg of Ahlers & Cooney, P.C. on Economic Development Strategies & Incentive Options

Based on feedback from individual Council members, staff felt it would be good to have a review on Economic Development Strategies & Incentive Options with the City Council as a whole. Nathan Overberg from Ahlers & Cooney, P.C. will be at the March 26th council meeting for a workshop on Economic Development Strategies & Incentive Options that the City has available to it.

Economic Development Strategies & Incentive Options

Nathan Overberg
Ahlers & Cooney, P.C.
noverberg@ahlerslaw.com



CAVEAT

This presentation is intended for general informational purposes only. Answers to legal questions about Iowa urban renewal law can vary greatly depending upon the specific facts in a given situation. Please consult an attorney.

What We Will Discuss Today

- Basics about several economic development tools to assist with
 - Residential Development
 - Commercial Development
 - Industrial Development
- Miscellaneous development issues
 - Public Buildings
 - Transferring City Land to Spur Development
 - Options for when a TIF Area Sunsets but Development has not yet Occurred
 - Relocation Considerations

Urban Renewal Area vs. TIF

- Urban Renewal Area
 - Where you can conduct UR Projects such as:
 - Infrastructure
 - Development Agreements
 - Blight Remediation
 - Area is created by an UR Plan
 - UR Project must be identified in UR Plan or Amendment
 - Plan/Amendment adopted by Resolution
 - UR Projects can be financed a number of ways
 - G.O. Bonds
 - General Fund
 - TIF
 - TIF just one funding mechanism
 - Bulk of Iowa Code Chapter 403 dedicated to Urban Renewal powers/procedures

Urban Renewal Area vs. TIF

- Tax Increment Financing (TIF)
 - A funding mechanism for UR Projects
 - Concept is to capture the incremental (increased) taxes generated from the construction of buildings/expansions
 - Frozen base (everyone continues to receive all taxes from the frozen base value)
 - Tax Increments generated (new value less the frozen base value)
 - Everyone benefits – eventually
 - TIF Area Must be within UR Area but need not cover entire UR Area
 - TIF Area created by Ordinance
 - Primarily discussed in 403.19 (one section of Chapter 403)

Urban Renewal Area vs. TIF – How they Work Together

- TIF can be used for UR Projects that are authorized within the UR Area that has been designated by the UR Plan/Amendment within the time allowed under law.
- Questions
 - Is the Project within an Urban Renewal Area (exception: LMI Match Urban Renewal Project)?
 - Does the Project qualify under Iowa Law? Iowa Code 403.6; Iowa Code 403.12
 - Is the Project adequately described in the Urban Renewal Plan/Amendment?
 - Will the Project achieve approved goals?

Types of Urban Renewal Areas

- 6 types or designations are available for UR Areas
 - The UR Plan must designate the type of Area as:
 - Slum;
 - Blight;
 - Economic Development(Commercial & Industrial);
 - Economic Development (LMI housing);
 - Economic Development (non-LMI housing); and
 - Mixed.

Types of Urban Renewal Areas

- Why does it matter?
 - How long you can collect Tax Increment to advance an UR Project in the UR Area depends on the designation or type of area
 - Referred to as a SUNSET
 - Sunset also depends on:
 - When the property that the project is located on was put in the Plan; and
 - What the Plan says

Types of Urban Renewal Areas – STATUTORY SUNSETS

- Slum and Blight —no statutory sunset
- Econ. Dev. (Comm./Ind) (post-1/1/95 plans) (and no part is slum/blight) 20 years from calendar year after 1st certification of debt
- Mixed Econ. Dev. and Blight--no statutory sunset
- Econ. Dev. (LMI housing) 20 years from calendar year after 1st certification of debt
- Econ. Dev. (NON-LMI housing) 10 fiscal years starting with 2d fiscal year after 1st certification of debt, (can extend to 15 years with consent of other taxing entities if city is under 15,000 population)
- CAUTION: Beware of voluntary sunsets (common in the 80's and 90's)

Residential – UR/TIF – Development Agreement Considerations

- Differences between LMI and NON-LMI Area
- LMI Set Aside
- TIF Haircut
- Phasing
- Ag Land Limitations

Residential – UR/TIF – Types of Areas

- ECONOMIC DEVELOPMENT – LMI HOUSING
- ECONOMIC DEVELOPMENT – INFRASTRUCTURE FOR NON-LMI HOUSING
- What is LMI?
 - LMI stands for Low and Moderate Income and is defined in Iowa Code Section 403.17(14) as “...those families, including single person households, earning no more than eighty percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest United States department of housing and urban development, section 8 income guidelines.”
 - Where to find County specific information about LMI?
 - The 80% county income figures can be found on the IEDA website under Community Development/CDBG/2014 CDBG Median Income levels.
 - The percentage of residents at (80%) income by county is reached by a link from the IEDA website to the HUD website. <https://www.onecpd.info/manage-a-program/acs-low-mod-summary-data-local-government/> (click on Iowa).

Residential – UR/TIF – LMI Area

- LMI Area- This is an area where the city or county wants to promote development or construct improvements to promote housing opportunities for ONLY **LMI** persons.
- Still get a 20 year sunset
- Housing for LMI
 - Documentation that income of residents does not exceed LMI maximum
 - Documentation that the housing is affordable to LMI residents
- Can use Tax Increment for a variety of purposes (land purchase, rebates of increment, loans, grants, etc.)

Residential – UR/TIF – Non-LMI Area

- Non-LMI Area - This is an area where a city or county wants to help fund the cost of Public Improvements to serve housing that is too expensive for LMI persons. This type of area should be mixed with any of the other types only when the effect that it might have is fully understood and accepted.
- 3 things to remember:
 - Public Improvements. Can only use TIF to reimburse Public Improvements (e.g., streets, sidewalk, water lines, sanitary sewer, storm sewer, etc.)
 - Shortened Sunset. 10 fiscal-year sunset. If the municipality has a population under 15,000, the 10 fiscal-year sunset can be extended by an additional 5 years with the written permission of the other affected taxing entities (e.g., school(s) & county).
 - LMI set-aside.

Residential – UR/TIF – LMI Set-Aside

- LMI set-aside. The amount of money you must spend on housing assistance for LMI persons when you undertake a non-LMI housing project. Either set aside cash or satisfy LMI obligation, in whole or in part, by proving the houses are occupied by LMI families or are affordable to LMI families
 - Calculation:
 - Percentage of LMI persons in your county x TIF Reimbursement
 - Examples on how to spend LMI set-aside:
 - Lots for LMI housing within or outside the urban renewal area
 - Construction of LMI housing within or outside the urban renewal area
 - Grants, credits, or other direct assistance for housing to LMI families within or outside the urban renewal area, but within the municipality

Residential – UR/TIF – TIF Haircut

- How to Calculate TIF
- New Value After Improvements \$2,000,000
- Frozen Base Value..... \$ 50,000
- Difference in Assessed Value..... \$1,950,000

Combined Tax Levy \$32/\$1,000

Less:

Debt Service Levies, Physical Plant
and Equipment Levy (PPEL),
Instructional Support Levy (ISPL),

Joint City/County Bldg. Taxes..... \$ 4/\$1,000

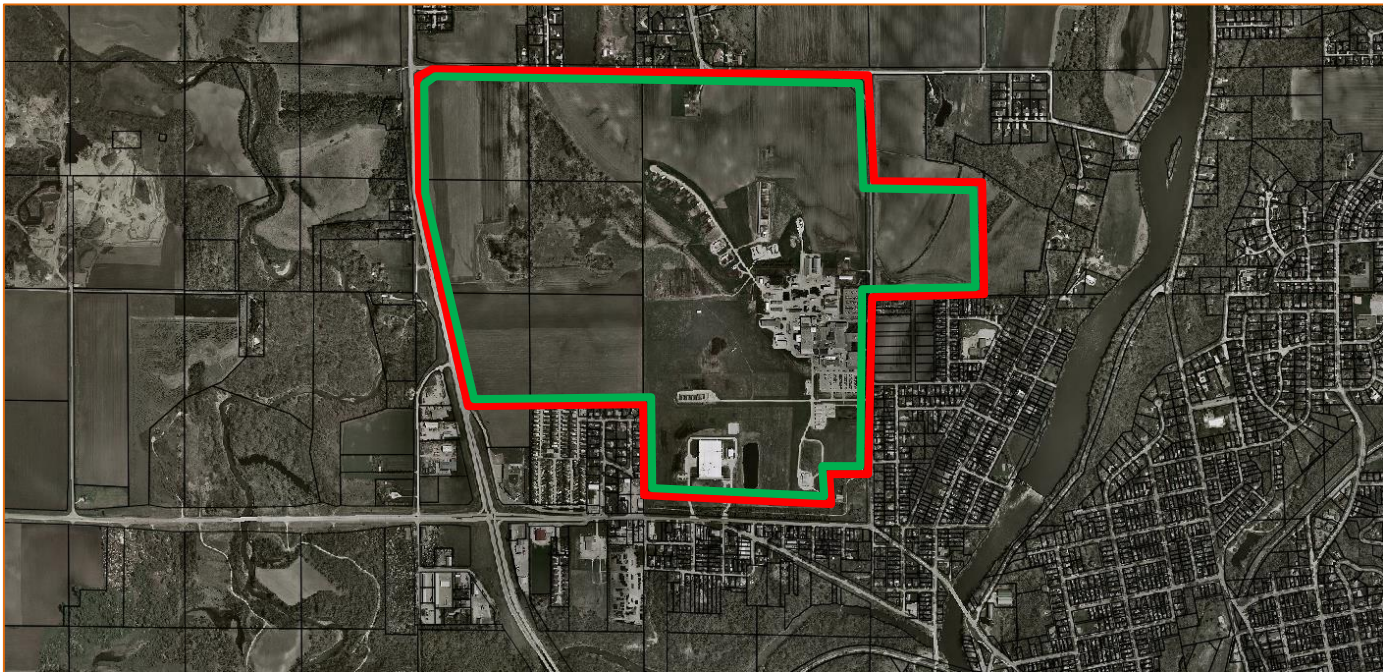
Net TIF Levy..... \$28/\$1,000

Net TIF Levy times Difference in Assessed Value = Tax Increment

$(\$28/\$1,000) \times \$1,950,000 = \$54,600$ Tax Increment per year

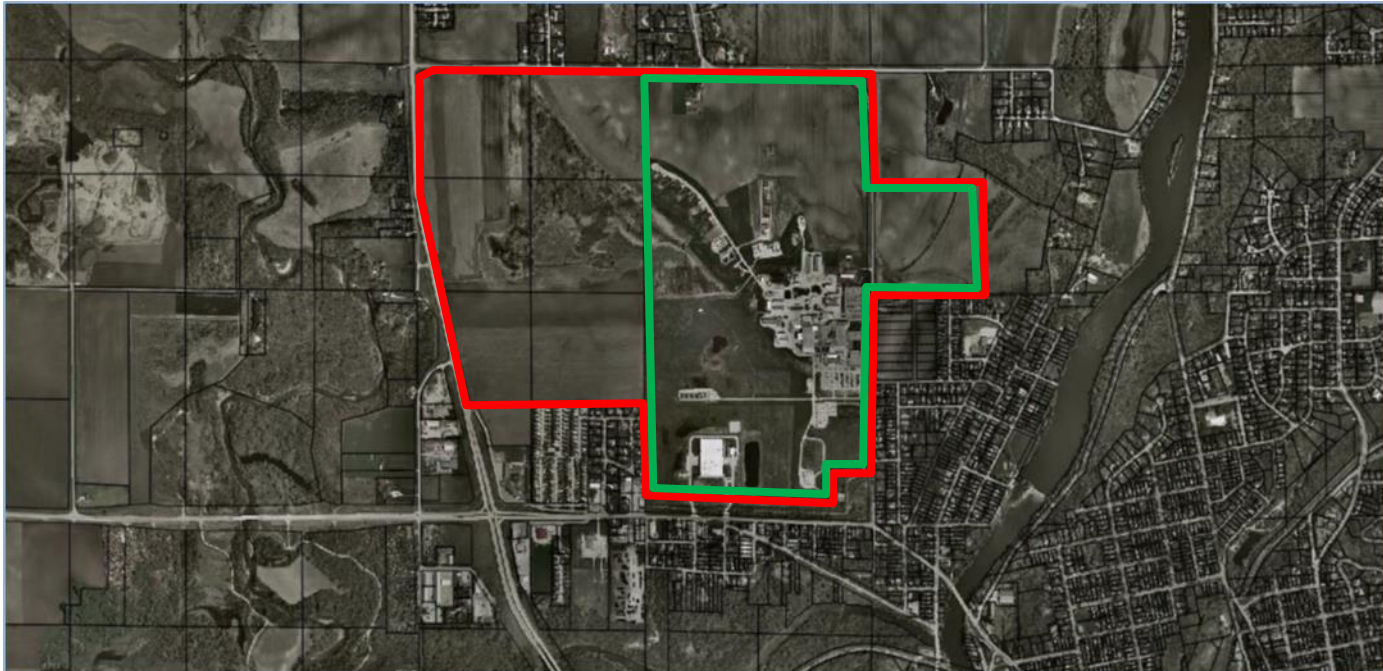
Residential – UR/TIF – Phasing

- Entire Project within one UR Area and one TIF Area
 - TIF District (coterminous with Urban Renewal Area)
- Benefits - Easy to administer
- Downside – Sunset issue
- Urban Renewal Area (red) TIF District (green)



Residential – UR/TIF – Phasing

- Phase/Stagger adoption of TIF Areas
 - TIF District (non-coterminous with Urban Renewal Area)
- Benefit – extend TIF collection
- Downside – more difficult to administer/DA more complex
- Urban Renewal Area (red) TIF District (green)



Residential – UR/TIF – Ag Land Restrictions

- Economic Development – UR areas cannot include ag land or century farm land unless the owner agrees (written consent)
- Ag Land is defined as:
 - 10 acres or more and not divided into lots of less than 10 acres
 - Used for the production of ag commodities during 3 out of past 5 years
 - Includes land on which is located farm residences or outbuildings used for ag purposes
 - Includes land set aside for environmental protection or preservation

Residential -- Urban Revitalization

- City or County can adopt an Ordinance establishing an Urban Revitalization Area after it adopts an Urban Revitalization Plan for that Area.
- The Plan/Ordinance allows a property owner to obtain abatement/exemption of property taxes on the new value of residential improvements on qualified real estate in the Area.
- Specify percent of increase in actual value due to improvements required to qualify for abatement: default = 10% for residential

Urban Revitalization Schedules -- Residential

Years	Percentage of “Actual Value Added by Improvements” Abated
5	100%, up to \$75,000 of value added
IF the Area is declared Blighted or Historical, then:	
10	115%, up to \$20,000 of value added
10	Declining percentages: 80-70-60-50-40-40-30-30-20-20
3	100%
10	100%

- *Multiresidential* (3+ living quarters, with 75% of the space for residential purposes): 10 years – 100%

Definition of Blighted Area

- “An area which by reason of the presence of a **substantial number of deteriorated or deteriorating structures**, predominance of defective or inadequate street layout, **incompatible land use relationships**, fault lot layout in relation to size, adequacy, accessibility or usefulness, **unsanitary or unsafe conditions**, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the **existence of conditions which endanger life or property** by fire and other causes, or a combination of such factors, **substantially impairs or arrests the sound growth of a municipality**, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use.”
- Section 404.1(2), *Code of Iowa*

Residential - Urban Revitalization

- Adoption Procedure
 - An initial Council meeting to pass a resolution of necessity relating to the proposed Urban Revitalization Plan and scheduling a public hearing.
 - The Plan must include at least twelve items specifically itemized in Iowa Code section 404.2, including but not limited to:
 - the boundary of the area,
 - an itemization of every property owner in the area and the assessed value of the land and buildings (listing the values separately),
 - the types of property eligible for abatement,
 - and the abatement schedule being utilized.
 - Provide two types of notice of the public hearing:
 - published notice AND
 - mailed notice to the last-known addresses of all owners of record and “occupants” of addresses located within the proposed area.

Residential - Urban Revitalization

- Adoption Procedure
 - Hold the public hearing and adopt the Resolution Adopting the Urban Revitalization Plan, subject to a thirty (30) day waiting period in which the Council may or may not receive a petition from a minimum percentage of land owners or occupants.
 - 10 percent of privately owned property; or
 - 10 percent of residential units
 - In the event of a valid petition, the Council will be required to hold a second hearing.
 - Adopt and publish the Ordinance establishing the area following normal procedure.
 - This entire process will take at least 90 days AFTER the Urban Revitalization Plan is drafted

Residential - Urban Revitalization

- After the Urban Revitalization plan is adopted, a qualified property in the Urban Revitalization area does not receive the available abatement unless they apply for the abatement with the City and the City Council finds by resolution that the improvement satisfies the terms of the Plan and is qualified for the abatement.

Residential – UR/TIF vs. Revitalization

- If property in both areas, can't abate taxes under urban revitalization and collect tax increment at same time.
 - Do both sequentially?
 - Rarely – blight remediation?
 - Can use different revitalization schedule if in UR Area
- Pros/Cons
 - UR/TIF – limited to infrastructure unless LMI
 - Revitalization – limited schedule/benefit unless blight

Residential – Ch. 405

- County Can Pass An Ordinance Allowing Property Acquired for Residential Development and/or Subdivided to Remain Assessed Pursuant to Existing Status Until Property Sold for Construction or Occupancy, or 5 Years Elapses.
 - County or City Can Extend Period by Another 5 Years
- Pros
 - Easy to Adopt
 - Helpful to Residential Development
- Cons
 - Limited to Residential
 - Only County Can Adopt Ordinance in First Instance
 - Limited Enticement

Commercial - Economic Development Grant - Ch. 15A

- Allows City or County to Provide Loans, Grants, Tax Incentives, and Other Benefits to Private Entity to Further Economic Development.
- Economic Development is Investment Involving the Creation of New Jobs and Income or the Retention of Existing Jobs and Income That Would Otherwise Be Lost.

Commercial - Economic Development Grant - Ch. 15A

- Limitations
 - City/County Must Determine (by Resolution) that Public Purpose Will be Accomplished by Making Grant
 - Must Consider Any or All of Factors in Code:
 - Diversify Economy
 - Exports/Tourism
 - Benefit Outweighs Funds Dispensed
 - Avoid Poaching Within State Unless Net Gain
 - Must Ensure No Environmental Issue
 - Must Ensure No Discrimination
 - Can Give More Credit to Development if in Blighted, Area, Brownfield Area, or Enterprise Zone
 - Avoid Conflict of Interest

Commercial – Combining UR/TIF with 15A

- Use TIF rebates as source of 15A grants
 - Lower risk for City because only pay grant if investment results in increased assessed value and company pays taxes on increased value
 - Keep in mind:
 - UR/TIF administrative headaches
 - TIF haircut
 - Annual appropriation to avoid hit to debt limit
- Advance from other funds
 - Increased risk to City
 - Use advance resolution to track obligation to repay fund

Commercial – 15A City-only Rebate

- City-only rebate also an option
 - Calculated based on increased City taxes paid by company
 - Pro - No need for UR/TIF plan
 - Con – Reduced incentive
 - Annual appropriation still a good idea
- 15A = tied to jobs

Commercial - Urban Revitalization

Ch. 404

- Specify percent of increase in actual value due to improvements required to qualify for abatement: default = 15% for commercial

Property Assessed As:	Years	Maximum Percentage of “Actual Value Added by Improvements” Abated
Commercial or Industrial	10	Declining percentage: 80-70-60-50-40-40-30-30-20-20
Commercial or Industrial	3	100%
Commercial, consisting of 3+ living quarters and at least 75% of space used for residential purposes	10	100%

NOTE: A **blight designation** makes **no additional exemption schedules** available for properties **except those assessed as residential**.

Commercial - High Quality Jobs Creation Act – Ch. 15.332

- Up to 100% abatement/exemption of all property taxes for up to 20 years (from year improvements first assessed) on actual value added by improvements (new, rehab., expansion) directly related to new jobs under the program
- Pros
 - Powerful – One of the Largest Exemptions Available
 - No Plan/Ordinance to Adopt
 - Flexible – Individualize the Agreement
- Cons
 - Must be Tied to HQJ Creation/Approval by State
 - Should Enter Agreement with Developer – Time/Effort to negotiate Agreement
 - Annual certification/verification
 - Will be Required to Enter State Agreement
 - Coordinate with Development Agreement

Industrial - Abatement –Ch. 427B

- City or County can provide by ordinance for abatement/exemption of all property taxes for 5 years on a declining sliding scale from 75 percent to 15 (75, 60, 45, 30, 15) percent for actual value added by new construction (including additions) of industrial real estate, distribution centers, research-service facilities and machinery and equipment assessed as real estate.
 - No dual exemption allowed

Industrial - Abatement –Ch. 427B

- "*Research-service facilities*" means a building or group of buildings devoted primarily to research and development activities, including, but not limited to, the design and production or manufacture of prototype products for experimental use, and corporate-research services which do not have a primary purpose of providing on-site services to the public.
- "*Warehouse*" means a building or structure used as a public warehouse for the storage of goods pursuant to chapter 554, article 7, except that it does not mean a building or structure used primarily to store raw agricultural products or from which goods are sold at retail.
- "*Distribution center*" means a building or structure used primarily for the storage of goods which are intended for subsequent shipment to retail outlets.
 - *Distribution center*" does not mean a building or structure used primarily to store raw agricultural products, used primarily by a manufacturer to store goods to be used in the manufacturing process, used primarily for the storage of petroleum products, or used for the retail sale of goods.

Industrial - Abatement –Ch. 427B

- Property Stops Meeting Above Definitions, Then Loses Exemption
- Actual Value Added Is Value As Of First Year Exemption Received
- 427B.7 – May Extend Ordinance To Cover Owner-operated Cattle Feed Lots

Industrial - Abatement –Ch. 427B

- The ordinance may be enacted not less than thirty days after a 4/20 public hearing is held
- The ordinance shall designate the length of time the partial exemption shall be available and may provide for an exemption schedule in lieu of that provided in section 427B.3.
 - However, an alternative exemption schedule adopted shall not provide for a larger tax exemption in a particular year than is provided for that year in the schedule contained in section 427B.3.

Industrial - Abatement –Ch. 427B

- Apply for exemption with local assessor by Feb. 1 of first year when new value assessed

Industrial - Abatement –Ch. 427B

- Pros
 - Easy to Adopt
 - Easy to Administer
 - No need for individual agreement
 - No relocation limitation
- Cons
 - Limitations
 - Only industrial, etc.
 - Not retrofitting/remodeling unless necessary to compete as found by Council/Board following recommendation of IEDA
 - Can't go above set statutory schedule
 - No flexibility – one schedule fits all

Industrial - Annexation Phase-in - Ch. 368.11

- Exemption of City taxes on property annexed by City on declining percentage (75, 75, 60, 60, 45, 45, 30, 30, 15, 15)
 - Can Do Lesser Schedule But Not Greater
 - Can Reduce Services While Collecting Reduced Taxes
 - Apply To All Property In Annexation Area
- Pros
 - Tool to Entice Voluntary Annexation
 - City Controls – City ONLY Taxes Impacted
 - Easy to Adopt – Part of Annexation Plan
 - No Individual Agreement
 - Applies to All Types of Property
- Cons
 - Must Apply to All Properties – Limits Targeted Use
 - Limited Use – Only During Annexation

Misc -Using TIF for a Public Building

- If want to use TIF “for a public building,” must provide other taxing entities a notice of consultation that includes an analysis of:
 - Alternative development options and funding
 - Reason why such options would be “less feasible”
- What is a building?
 - No definition
 - Examples: city hall, police station, fire station, administration building, SWIMMING POOL, hospital, library, recreational building OR OTHER PUBLIC BUILDING THAT IS EXEMPT FROM TAXATION
 - Roof required? Swimming pool?
 - Includes grounds, equipment, remodeling, reconstruction, additions, extensions
- Analysis must also be included in annual report

Misc – Transferring Property to Incent Development

- To transfer property out of UR Area, need to:
 - Get fair market value
 - Take into account non-monetary consideration?
 - Complete reasonable competitive bidding procedures
 - 30 days published notice inviting proposals
 - Take into account more than sale price? Accept proposal it deems to be in public interest and in furtherance of purposes of UR law.
 - File notice of intent to accept 30 days prior to acceptance

Misc – Transferring Property to Incent Development

- Exceptions:
 - No competitive bidding required if property disposed of for development as an industrial building, center for export for international trade, or home office or regional office for a multistate business
 - No FMV or competitive bidding required if safe harbor met
 - MAA
 - Sufficient taxable valuations to permit collection of incremental taxes to pay off investment in property within 4 tax years following commencement of full operation of project
- If not in UR Area – follow Iowa Code 364.7
 - Can't gift
 - Public hearing following 4/20 notice

Misc. – Relocating Businesses - TIF

- TIF -No money deposited into TIF fund can be expended for or otherwise used in connection with a project that includes the relocation of a commercial or industrial enterprise not presently located in the municipality, unless
 - Specific agreement between municipalities;
 - Good neighbor agreement; or
 - Public interest finding by new municipality
 - Need written verification that business actively considering moving out of state; and
 - Move would result in substantial reduction in employment or wages earned in Iowa
- Relocation involves
 - movement between municipalities in same county or contiguous counties in Iowa; and
 - closure of substantial reduction in existing operations and initiation of substantially same operation
- Special issues with rebate agreements to developers of a building with unknown future tenants

Misc. – Relocating Businesses -15A

- Should NOT be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation.

Misc.- Sunsetting TIF Area

- What to consider when a sunset is reached:
 - Ordinance repealing TIF ordinance
 - Resolution repealing Plan
 - Wait to make sure there aren't remaining projects you want to pay with funds other than TIF
 - Decertify left over funds
 - Reestablish a new area/TIF ordinance?
 - New base
 - Can't re-TIF a non-LMI housing area
 - Political considerations (local and state)

QUESTIONS?

Contact Information:

Nathan J. Overberg

(515) 243-7611

Ahlers & Cooney, P.C.

noverberg@ahlerslaw.com



ABC's

OF IOWA URBAN RENEWAL

A Practical Guide for Cities and Counties

© Mark Cory and Patricia J. Martin 2013

This Guide is intended for general informational purposes only. Answers to legal questions about Iowa urban renewal law can vary greatly depending upon the specific facts in a given situation. Please consult your attorney.

AHLERS & COONEY, P.C.

100 Court Avenue, Suite 600

Des Moines, Iowa 50309-2231

Phone/email: Pat Martin 515-246-0350 pmartin@ahlerslaw.com

Phone/email: Mark Cory 515-246-0378 rcory@ahlerslaw.com

Fax: 515-243-2149

www.ahlerslaw.com

Updated 4/2013

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Everything should be made
as Simple as possible,
but not simpler.

Albert Einstein

*The difference between the right word and almost the right word is the difference
between lightning and the lightning bug.*

- Mark Twain

ARTICLE I

URBAN RENEWAL TERMS IN PLAIN ENGLISH

You will not find all of the terms listed here in the language of Chapter 403. Some of these terms have evolved as a short reference to a complicated concept.

AFFECTED TAXING ENTITY - All cities, counties and school districts who levy taxes in the **Urban Renewal Area** you are proposing.

AGRICULTURAL PROPERTY OR AGRICULTURAL LAND - Property that is in a tract of 10 acres or more, not platted into lots of less than 10 acres or divided by streets and alleys into parcels of less than 10 acres, which is used for the production of agricultural products in three of the past five years.

BASE YEAR (of a new urban renewal area) - The calendar year before the calendar year in which a city or county first certifies **Urban Renewal Project** Costs eligible for **TIF Reimbursement**.

BASE YEAR (of an amendment to an urban renewal area) – The calendar year before the year in which a TIF ordinance is effective on the amendment area.

BASE YEAR VALUE - The assessed value of all taxable property in a **TIF Area** on January 1st of the **Base Year**.

BLIGHT - An area where any number of specifically described conditions impair the growth, health, safety, or welfare of the community. **Blight** does not include **Agricultural Property**.

CONSULTATION - A meeting, after reasonable notice, where a city or county considering an **Urban Renewal Plan** discusses the plan with the **Affected Taxing Entities**.

DEBT CAPACITY OR CONSTITUTIONAL DEBT LIMIT - The amount of debt that can be incurred by a city or county. Most borrowings or obligations count against this limit except certain revenue Bonds or Notes. The limit is calculated by taking the 100% valuation for the City or County, before rollback but after military exemption, and multiplying it times .05.

DEVELOPMENT AGREEMENT - The Agreement a city or county who has an **Urban Renewal Area** has with other parties, usually a private developer. Generally, the **Development Agreement** describes a set of promises spelling out what the governmental entity will do for the private developer in return for the private development and the **Economic Development** or **Slum/Blight** removed.

ECONOMIC DEVELOPMENT - The creation of new jobs and income or the retention of existing jobs and income in an **Urban Renewal Area**. An **Urban Renewal Project** can generate direct **Economic Development**, such as the development of a new business or industry, or indirect **Economic Development**, such as the provision of housing for employee retention and recruitment, daycare services, or training for workers.

ESSENTIAL PURPOSE - The Iowa Code lists **Essential Purposes** for both cities and counties. The lists are not the same. Generally speaking, a city or county can undertake a loan for an **Essential Purpose** without holding an election or a **Reverse Referendum**. The only exception is for a general obligation bond to fund an **Urban Renewal Project**. In that case, the borrowing must be authorized under the **Reverse Referendum** procedure.

GENERAL PURPOSE - Like **Essential Purposes**, **General Purposes** are listed in the Code for both cities and counties. Basically, a **General Purpose** is any legitimate purpose not included in the **Essential Purpose** list.

INCREMENTAL TAXES OR TAX INCREMENTS - These are the property taxes generated by all increases in assessed value occurring in the **TIF Area** after the **Base Year**. **Incremental taxes** do not include any taxing entities' debt service levy or the school's physical plant and equipment (PPEL) and instructional support program (ISPL) levies and joint county-city building taxes.

JOINT AGREEMENT - An Agreement between a city and a county or two cities allowing one to form an **Urban Renewal Area** in their respective No-Man's Land.

LMI HOUSING - Housing that is affordable to **LMI** persons.

LMI MATCH - The amount of money you must spend on housing for LMI persons when you undertake an **Urban Renewal Project** for non-LMI housing infrastructure in an **Economic Development** Area. The **LMI Match** equals the percentage of LMI persons in your county multiplied by the TIF Reimbursement you will receive for the non-LMI housing infrastructure **Urban Renewal Project**. The **LMI Match** can be spent inside or outside the **Urban Renewal Area**. You can get the **LMI** percentage from your planner or the Iowa Department of Economic Development.

LOW AND MODERATE INCOME (LMI) - Persons in your county who have incomes at or below 80% of the median county income.

MINIMUM ASSESSMENT AGREEMENT - An Agreement where the governmental body, the developer and the assessor all agree that a proposed **Urban Renewal Project** will be assessed at a specific value upon project completion.

NO-MAN'S LAND - The area within two miles of a city. In the case of a county Urban Renewal Plan, it also means the area within the city limits.

PUBLIC IMPROVEMENTS - Water lines, sanitary sewer, storm sewer, streets, sidewalks, traffic controls, signs or other improvements, to be owned by the City or County, and available for public use.

REBATE AGREEMENT - An Agreement to return a portion of **Incremental Taxes** related to a specific **Urban Renewal Project** to the developer or owner of that project. This is a "pay as you go" approach and does not require a borrowing by the City or County. A **Rebate Agreement** can count against your **Debt Capacity**.

REVERSE REFERENDUM - A process to authorize city or county borrowing for a small General Purpose or for an urban renewal General Obligation Bond.

The **Reverse Referendum** involves publication of a Notice at least ten (10) days before a hearing. Unless you receive a petition, signed by a number of citizens who equal at least 10 percent who voted in the last general election, you can authorize the borrowing without an election. If you receive a petition signed by enough residents, you must either hold an election or drop your proposal to incur debt.

The **Reverse Referendum** does not apply to **Essential Purpose** borrowings other than **Urban Renewal Projects** and disaster response bonds over \$2,999,999, and does not apply to revenue borrowings. An **Urban Renewal Revenue Bond** is a type of revenue borrowing.

SLUM - Deteriorated or obsolete structures that endanger people and property. Agricultural land is not a **Slum**.

TIF AREA - This is a specific geographic area, usually described by its boundaries. The **Incremental Taxes** paid in this area can be captured by the City or County who formed the area as TIF Reimbursement for Urban Renewal Projects.

TIF CERTIFICATION - A certification filed by a city or county that has a **TIF Area** and has incurred Project Costs in that area for a legitimate **Urban Renewal Plan** Purposes. Currently, **TIF Certifications** are due on or before December 1st of each year. See also Article VII.

TIF REIMBURSEMENT - The money you receive from **Tax Increments** based upon a **TIF Certification** to the county where the **TIF Area** exists.

URBAN RENEWAL AREA - This is a specific geographic area, usually defined by a boundary description, that has been designated as an appropriate area for urban renewal projects.

URBAN RENEWAL GENERAL OBLIGATION BOND - A Bond or Note sold to finance an Urban Renewal Project, and to be repaid from a debt service levy. (The debt service levy can sometimes be abated with **TIF Reimbursement**).

URBAN RENEWAL PLAN - The document that outlines the activities the City or County intends to undertake for the **Urban Renewal Area** it is forming. The **Urban Renewal Area** must meet certain requirements in Chapter 403 of the Iowa Code, and must be consistent with the City's or County's general plan for development and zoning.

URBAN RENEWAL PROJECT - An undertaking by a city or county inside an **Urban Renewal Area**. The **Urban Renewal Project** must meet the requirements of state law and the specific **Urban Renewal Plan** for the **Urban Renewal Area** it is in. The **Urban Renewal Plan** must include authority for the **Urban Renewal Project** before the project may be approved.

URBAN RENEWAL REPORT - A detailed report about an **Urban Renewal Plan** and **Area**, including such information as TIF expenditures, submitted electronically to the Department of Management by December 1 following the close of each fiscal year.

URBAN RENEWAL REVENUE BOND - A Bond or Note sold to finance an **Urban Renewal Project**, that will be repaid solely and only from the **Incremental Taxes** generated by the **Urban Renewal Area** containing the **Urban Renewal Project**.

In everything one must consider the end.

- Jean de La Fontaine

ARTICLE II

THE SIX TYPES OF URBAN RENEWAL AREAS

Iowa law recognizes at least six different kinds of **Urban Renewal Areas**. It is not uncommon to mix two or more together. Each one has its own purpose and rules. A first step in considering adoption of an **Urban Renewal Plan**, or undertaking an **Urban Renewal Project**, is to identify the type or types of area needed. Some areas include two or more types. However, once the **Urban Renewal Area** is designated as one of these types, or a combination, it cannot be redetermined throughout its duration. The five types are:

1. **SLUM AREA.** This is an area where **Slum** conditions exist and the City or County wants to eliminate those conditions.
2. **BLIGHT AREA.** This is an area where **Blight** conditions exist, and the City or County wishes to eliminate these conditions.
3. **ECONOMIC DEVELOPMENT - COMMERCIAL/INDUSTRIAL AREA.** This is an area where a city or county wants to create or retain jobs and income and strengthen the economy by promoting the development of new business and industry or by retaining existing business and industry.
4. **ECONOMIC DEVELOPMENT - LMI HOUSING AREA.** This is an area where the City or County wants to promote development or construct improvements to promote housing opportunities for **LMI** persons.
5. **ECONOMIC DEVELOPMENT - INFRASTRUCTURE FOR NON-LMI HOUSING.** This is an area where a city or county wants to help fund the cost of **Public Improvements** to serve housing that is too expensive for **LMI** persons. This type of area should be mixed with any of the other four types only when the effect that it might have is fully understood and accepted.
6. **MIXED AREAS.** This is an area that has more than one designation, such as blight and economic development.

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More important than the quest for certainty is the quest for clarity.

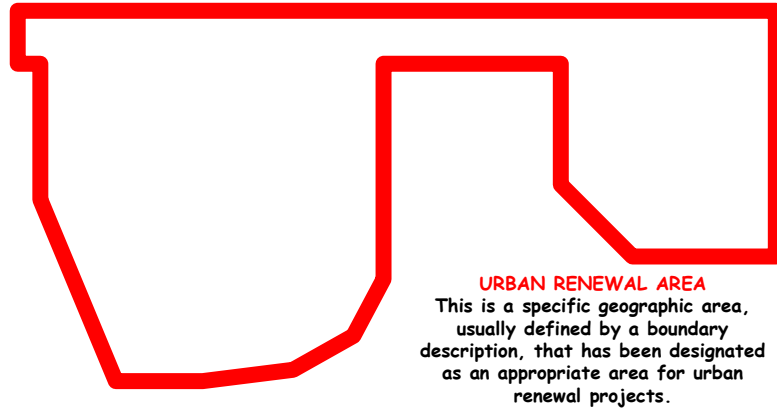
- Francois Gautier

ARTICLE III

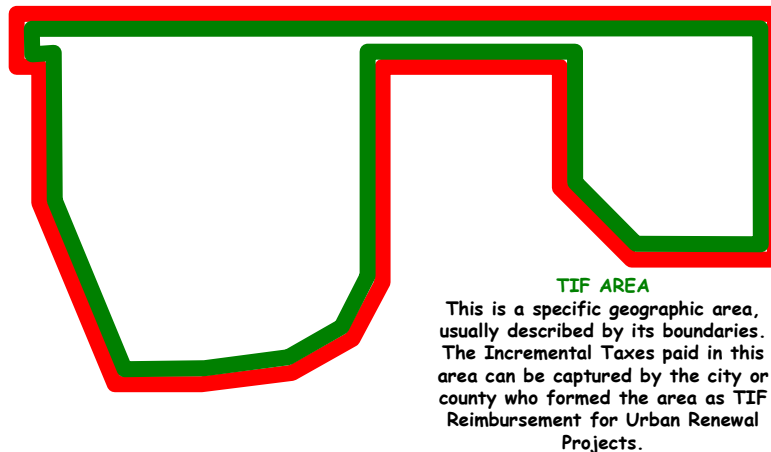
THE DIFFERENCE BETWEEN "URBAN RENEWAL" AND "TIF"

An "**Urban Renewal Area**" and a "**TIF Area**" do not mean exactly the same thing. An **Urban Renewal Area** is the geographic area covered by an **Urban Renewal Plan**. A **TIF Area** is the portion of the **Urban Renewal Area** in which **Incremental Taxes** can be divided to pay for **Urban Renewal Projects**. Most **TIF Areas** are identical to the corresponding **Urban Renewal Area**, but this is not always true. Some **Urban Renewal Areas** contain a smaller **TIF Area**, or multiple **TIF Areas**. A city or county can have an **Urban Renewal Area** with no **TIF Area**, but no **TIF Area** can exist where there is not an **Urban Renewal Area**.

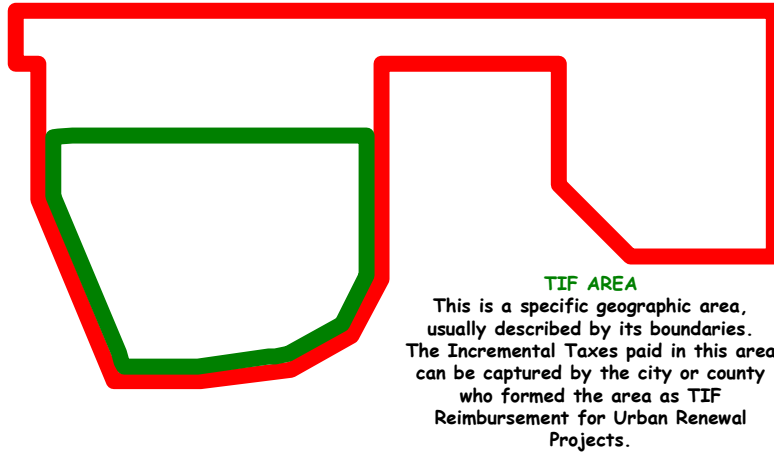
AN URBAN RENEWAL AREA



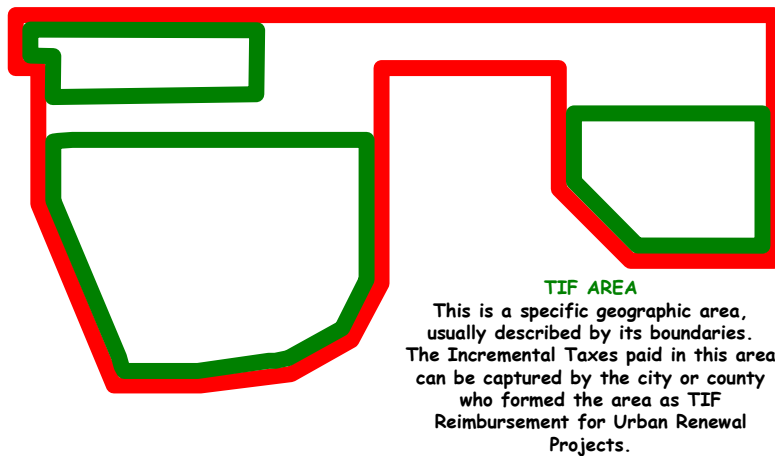
A TYPICAL TIF AREA (CO-EXTENSIVE WITH AN URBAN RENEWAL AREA)



A TIF AREA FOR PART OF AN URBAN RENEWAL AREA



A SET OF TIF AREAS IN A SINGLE URBAN RENEWAL AREA



A good conscience is a continual feast.

- Robert Burton

ARTICLE IV

WHAT CAN YOU USE TIF REIMBURSEMENT FOR?

TIF Reimbursement can only be spent for qualifying **Urban Renewal Projects**. There are several steps to determine whether a project is an **Urban Renewal Project** that qualifies for **TIF Reimbursement**. The steps are:

1. Determine that the expenditure relates to a project within the geographic borders of an **Urban Renewal Area**. If not, an area will have to be formed or amended to include the new geographic area before the project can be considered an **Urban Renewal Project**. The only exception is for an **LMI Match Urban Renewal Project**.
2. Determine whether the proposed project is covered by the list of allowable Urban Renewal activities listed in Iowa Code Sections 403.6 or 403.12.
3. Determine whether the proposed project is adequately described and covered in the **Urban Renewal Plan** for the **Urban Renewal Area** where the project will occur. If not, the **Urban Renewal Plan** will have to be amended to allow the **Urban Renewal Project**.

The 2012 changes to Urban Renewal law impose a prohibition against approval of any urban renewal project that is not included in an urban renewal plan. Thus, you must amend your **Urban Renewal Plan** to include any **Urban Renewal Project** that is not included in the plan. Cities and Counties may consider making amendments to **Urban Renewal Plans** on a regular basis, perhaps annually, as well as when needed throughout the year. An amendment should include potential **Urban Renewal Projects**, as well as the anticipated date of the project and its estimated cost. Potential **Urban Renewal Projects** may include:

- Public Improvements (list Urban Renewal Project, the rationale (economic development or blight remediation), estimated date, and include a "not to exceed" estimate of costs);

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- Development Agreements (list Urban Renewal Project, the rationale (economic development or blight remediation), estimated date, and include a "not to exceed" estimate of costs);
- Blight Remediation (list Urban Renewal Project, the rationale (blight remediation), estimated date, and include a "not to exceed" estimate of costs);
- Property Acquisition or Conveyance of Property (list Urban Renewal Project, the rationale (economic development or blight remediation), estimated date, and include a "not to exceed" estimate of costs), and
- LMI MATCH (describe Urban Renewal Project (contribution to LMI Match Fund or specific LMI project), estimated date, "not to exceed" estimate of costs);
- Planning costs, engineering fees, attorney fees and other related administrative costs to support Urban Renewal Projects (list a description, estimated date, and "not to exceed" estimate of costs).

4. Determine whether the proposed project includes the relocation of a business not presently located within the municipality. "Relocation" is defined as the closure or substantial reduction of a business's existing operations in one area of the state and the initiation of substantially the same operation in the same county or a contiguous county in the state. This provision does not prohibit a business from expanding operations in the same or a continuous county of the state, provided that similar existing operations are not closed or substantially reduced. If the facts show a "relocation," the city or county must either enter into a written agreement with the municipality where the business is presently located (either specific to the particular business or an agreement regarding the "general use of economic incentives" to attract commercial or industrial development) or find that the relocation is in the public interest. A finding that the relocation is in the public interest must include written verification from the business that it is actively considering an out-of-state move that would result in a significant reduction in employment in the state or wages earned by workers in the state.

5. Determine whether the proposed project includes the use of **TIF Reimbursement** for a public building, including but not limited to a:

- Police station,
- Fire station,
- Administration building,
- Swimming pool,
- Hospital,
- Library,
- Recreational building,
- City hall, or
- Other public building that is exempt from taxation.

If so, an analysis of alternative development options and funding for the Urban Renewal Project and the reasons such alternate options would be less feasible than using TIF for the proposed Urban Renewal Project must be sent to the affected taxing entities with the consultation notice. (It could be part of the Plan or Amendment.) This analysis must also be included in the annual **Urban Renewal Report**.

6. Consider how the proposed project would further the overall purpose for the **Urban Renewal Area**. In other words, identify the ways the project will eliminate **Slum** or **Blight**, create or retain jobs and income (Economic Development), provide housing for **LMI** families, or provide **Public Improvements** for non-LMI housing development.

Unless the City or County can meet these tests and requirements, the proposed project should not be considered an **Urban Renewal Project**, and should not be certified for **TIF Reimbursement**.

Nine-tenths of wisdom is being wise in time.

- Theodore Roosevelt

ARTICLE V

FROM PROJECT COMPLETION TO TAX COLLECTION - HOW THE SYSTEM WORKS

When projecting how a proposed **Urban Renewal Project** will be funded, a city or county has to determine when **TIF Reimbursement** will be available.

Under Iowa law, new construction is first assessed on January 1st of the year after its completion. (Partial valuations are sometimes imposed when the construction process crosses into two calendar years).

The new valuation given on January 1st of any year does not take effect immediately. The property owner is advised of the proposed valuation and is given a significant amount of time to protest the assessment. The new value is only used for budgeting and tax collections in the next fiscal year. **TIF Reimbursement** will follow as the property tax bills based on that value are paid.

For example, new construction completed during the summer of 2012 will be first assessed on January 1, 2013. Taxes based on the January 1, 2013 valuation will not be paid until fiscal year 2014-2015. As you can see, it takes quite a while to collect taxes on new development, especially if the new development is completed early in a calendar year. Until the **Incremental Taxes** are collected, there will be no **TIF Reimbursement** dollars to spend.

FROM PROJECT COMPLETION TO TAX COLLECTION

HOW THE SYSTEM WORKS

2012	2013	2014	2015	2016
Project completes 2012	Assessed 01-01-13	Taxes Based on 01-01-13 Valuation Will Not be Paid Until Fiscal Year 14-15	Until and unless Incremental Taxes are Collected there are no TIF Reimbursement Dollars to Spend	Until and unless Incremental Taxes are Collected there are no TIF Reimbursement Dollars to Spend

*I find the great thing in this world is not so much where we stand,
as in what direction we are going.*

- Oliver Wendell Holmes, Jr.

ARTICLE VI

HOW DO YOU COMPUTE TAX INCREMENT?

Tax Increments are computed by comparing the Base Value of an **Urban Renewal Area** to the value in a given year. For a new **Urban Renewal Area** the Base Value is the value that area had on January 1st of the year before the year of the area's first **TIF Certification**. For example, if a new **Urban Renewal Area** is formed in calendar year 2012, and **TIF Certification** is first made for that area on or before December 1, 2012, the **Base Year** would be 2011, and the **Base Year Value** would be the assessed value of the taxable property in the area on January 1, 2011. (Note: The base value of area added by amendment is different. See the definition of **Base Year** on page 7.)

To determine the Tax Increment Value of the **Urban Renewal Area** in any given year, you would compare the assessed value in that year to the **Base Year**. That difference would then be multiplied by the net levy. Under current law, the net levy is the levy of all taxing bodies minus all debt service levies of the Affected Taxing Entities and the school's physical plant and equipment (PPEL), instructional support program (ISPL) levies, and joint county-city building taxes.

A simple example illustrates this concept better:

First, assume that the first **TIF Certification** of a new **Urban Renewal Area** occurred on December 1, 2012, and that the assessed value in the **TIF Area** on January 1, 2011 (**Base Year**) was \$1,000,000. Next, assume we are calculating Tax Increment for the year 2015. Assume the 2015 assessed value for the **TIF Area** is \$2,000,000. This results in a \$1,000,000 increase in assessed value over the Base Value.

Next, assume that the total combined tax levy for the **TIF Area** is \$32 per thousand, but four of those levy dollars are for various debt service funds and

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for the school's PPEL and ISPL. The net TIF levy would be \$28 per thousand. Multiply the \$1,000,000 increase by \$28 per thousand ($\$28 / \$1,000$), and you can estimate the maximum **TIF Reimbursement** that would be available.

The actual computation of Tax Increment is more complicated due to rollbacks, factors changing assessed values, fluctuating combined levy amounts, changes in taxable versus tax-exempt property and many other factors. When you estimate future **TIF Reimbursement**, there is a good likelihood of over or underestimation. If your city or county works with a financial consultant, you may want to enlist assistance in making these estimates.

TAX INCREMENT – FOLLOW THE MONEY

Taxes on Base Value	Go to levying bodies and are not available for the Urban Renewal Project
Debt Service Levies	Go to levying bodies and are not available for the Urban Renewal Project
PPEL	Go to school except under certain limited circumstances
ISPL	Go to school and are not available for the Urban Renewal Project except under circumstances described below
Joint County-City Building Taxes	Go to county/city and are not awarded for the Urban Renewal Project
Incremental Taxes	If certified, go to entity undertaking the Urban Renewal Project to extent needed

Note: In the 2012 amendments to Chapter 403, the Instructional Support Program Levy (ISPL) was Phased Out from the collection of incremental taxes. Any TIF debt incurred after April 24, 2012, will not be eligible to receive the benefits of the local school district's ISPL tax revenues, unless the ISPL is necessary to pay principal and interest on the TIF debt and the school district passes a special resolution approving use of such revenues. TIF debt incurred on or before April 24, 2012, may receive the benefit of ISPL tax revenues for fiscal years 2013-2014 and following only if the ISPL is necessary to pay principal and interest on the TIF debt and the city or county certifies to the auditor by July 1 of each fiscal year, beginning July 1, 2013. The auditor must then certify to the school district, also by July 1 of each fiscal year, beginning July 1, 2013. The school district must then pay those amounts directly to the city/county during that fiscal year (by Nov. 1 and May 1). This notification process will be similar to that of the TIF revenues generated by physical plant and equipment levies (PPEL). **Note:** Even though the statute contemplates the city or county certifying only to the auditor, we think it makes sense to certify to BOTH the auditor and the school district, in order to enhance communication. Cities or counties could certify to the school and auditor as part of their December 1 certification process to be sure to meet the July 1 deadline.

The wise desire no more than what they may get justly, use soberly, distribute cheerfully, and leave contently.

- Quoted by Benjamin Franklin

ARTICLE VII

TIF CERTIFICATION, CERTIFICATION OF COMPLIANCE AND SURPLUS FUNDS

The burden is on the City or County with an **Urban Renewal Area** to certify for **TIF Reimbursement** by December 1 of each year. To do a good job in making these certifications, the City or County needs to keep accurate records of the **Urban Renewal Project** costs it has incurred or advanced.

Cities and Counties are now also required to certify their compliance with TIF laws under Iowa Code section 403.19. Accurate record keeping will assist in this certification as well. Additionally, this certificate of compliance must be included in the city or county's audit each year it is audited.

Cities and Counties must include in their December 1 certification:

- a) the amount of loans, advances, indebtedness, or bonds which qualify for payment from the special (TIF) fund in Iowa Code Section 403.19;
- b) such amount shall include the **interest negotiated** on said loans, advances, indebtedness, or bonds, which qualify for payment for the special (TIF) fund;
- c) such certificate shall include all amounts which qualify for payment from the special fund (TIF fund) **during the next fiscal year and all** amounts which qualify for payment from the special fund **in any future fiscal year**; and
- d) such certification shall include the **date that the individual loans**, advances, indebtedness, or bonds **were initially approved by the governing body**.

Surplus Balances in "Inactive Funds" - Current law (Section 24.21 "Transfer of Inactive Funds") states: "Subject to the provisions of any law relating to municipalities, when the necessity for maintaining any fund of a municipality has ceased to exist, and a balance remains in said fund, the certifying board or levying board, as the case may be, shall so declare by resolution, and upon such declaration, such balance shall forthwith be transferred to the fund or funds of the municipality designated by such board, unless other provisions have been made in creating such fund in which such balance remains." The following language has been added to the section: "In the case of a special fund created by a city or a county under section 403.19, such balance remaining in the fund shall be allocated to and paid into the funds for the respective taxing districts as taxes by or for the taxing district into which all other property taxes are paid."

It is a good idea to keep a running account, by project, of the **Urban Renewal Project** costs incurred. It is also a good idea to certify these costs with reference to specific **Urban Renewal Projects** so all involved can track the **TIF Reimbursement**.

The easiest situation is where a city or county sells Bonds or Notes to fund a single **Urban Renewal Project**. In that case, you will have a repayment schedule and can easily see how much is needed in a given year. Things get more complicated when you certify multiple **Urban Renewal Projects**, internally fund a project with cash on hand, or enter into **Rebate Agreements**. The key is to keep accurate records and to provide enough information in the **TIF Certification** so no more, or less, is paid in **TIF Reimbursement** than you are entitled to receive.

Better ask twice than lose your way once.

- Danish Proverb

ARTICLE VIII

HOW TO GET HELP WITH AN URBAN RENEWAL PROJECT

There are many sources for help if you are considering an **Urban Renewal Area** or **Urban Renewal Project**. This is a list of those who can help.

1. **YOUR PLANNER** - Your planner can provide you with a draft Urban Renewal Plan and can help you determine which type or types the Plan falls under. See page 12.
2. **CITY/COUNTY ATTORNEY** - Your local attorney may be able to provide the assistance you need to undertake an **Urban Renewal Plan** or **Urban Renewal Project**. You should always consult them early in the process to see what role they are comfortable playing.
3. **BOND COUNSEL** - Your bond counsel can assist you in taking the legal steps necessary to form an **Urban Renewal Area** and a **TIF Area**. Your bond counsel can also help you with any borrowings you need to do related to your **Urban Renewal Project**. Bond counsel can prepare **Development Agreements**. Bond counsel need not prepare all **Development Agreements**, but should be consulted as the terms could affect the tax-exempt status of any borrowing you might want to do. Bond counsel can also advise you on types of **Development Agreements**.
4. **COUNTY AUDITOR** - Your County Auditor can provide you with information about tax rates and levies. Since you will be reporting your **Urban Renewal Area TIF Certification** to the Auditor, you should keep your Auditor informed as you go through the process of forming and using an **Urban Renewal Area**.
5. **COUNTY ASSESSOR** - Your County Assessor can provide valuable information regarding the **Base Value** a proposed **TIF Area** will have, and is an essential player if you use a **Minimum Assessment Agreement**. Your assessor can also help you

identify tax parcels so the **Urban Renewal Area** and **TIF Area** do not cut through a parcel leaving part in and part out.

6. **FINANCIAL ADVISOR** - Your financial advisor can be a key player in planning and administering an **Urban Renewal Area**. Financial advisors are able to help you make projections of **Tax Increments** available, the timing of **TIF Reimbursements**, the amount and timings of borrowings and various other matters.

7. **DEPARTMENT OF MANAGEMENT** - The Department of Management employs staff members who are well versed in urban renewal and can help you make decisions about a proposed **Urban Renewal Area** and **TIF Reimbursement**.

8. **STATE AUDITOR'S OFFICE** - The State Auditor's Office also employs staff members who are well versed in urban renewal and can assist you with respect to urban renewal as it relates to your budget.

9. **IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA)** - IEDA administers a "one-stop" process for determining whether a project qualifies for state incentives. Whenever you undertake an **Urban Renewal Project**, you should contact IDED to see if other funding is available. The IEDA also administers a waiver process for the **LMI Match** and has information about the **LMI** numbers for your county.

10. **YOUR PEERS** - Other clerks and auditors may have significant experience with respect to urban renewal, TIF, borrowing to fund **Urban Renewal Projects** and dealing with Developers. You may be able to gain valuable information by discussing your **Urban Renewal Projects** with them.

11. **YOUR ENGINEER** - Your engineer can help you with legal descriptions and project design. Your engineer might also play a critical role in whether a developer has adequately constructed certain improvements.

This list is not meant to be comprehensive. You won't necessarily need to consult all of the above in a given project, and many will help you with areas outside those listed above.

The universe is change; our life is what our thoughts make of it.

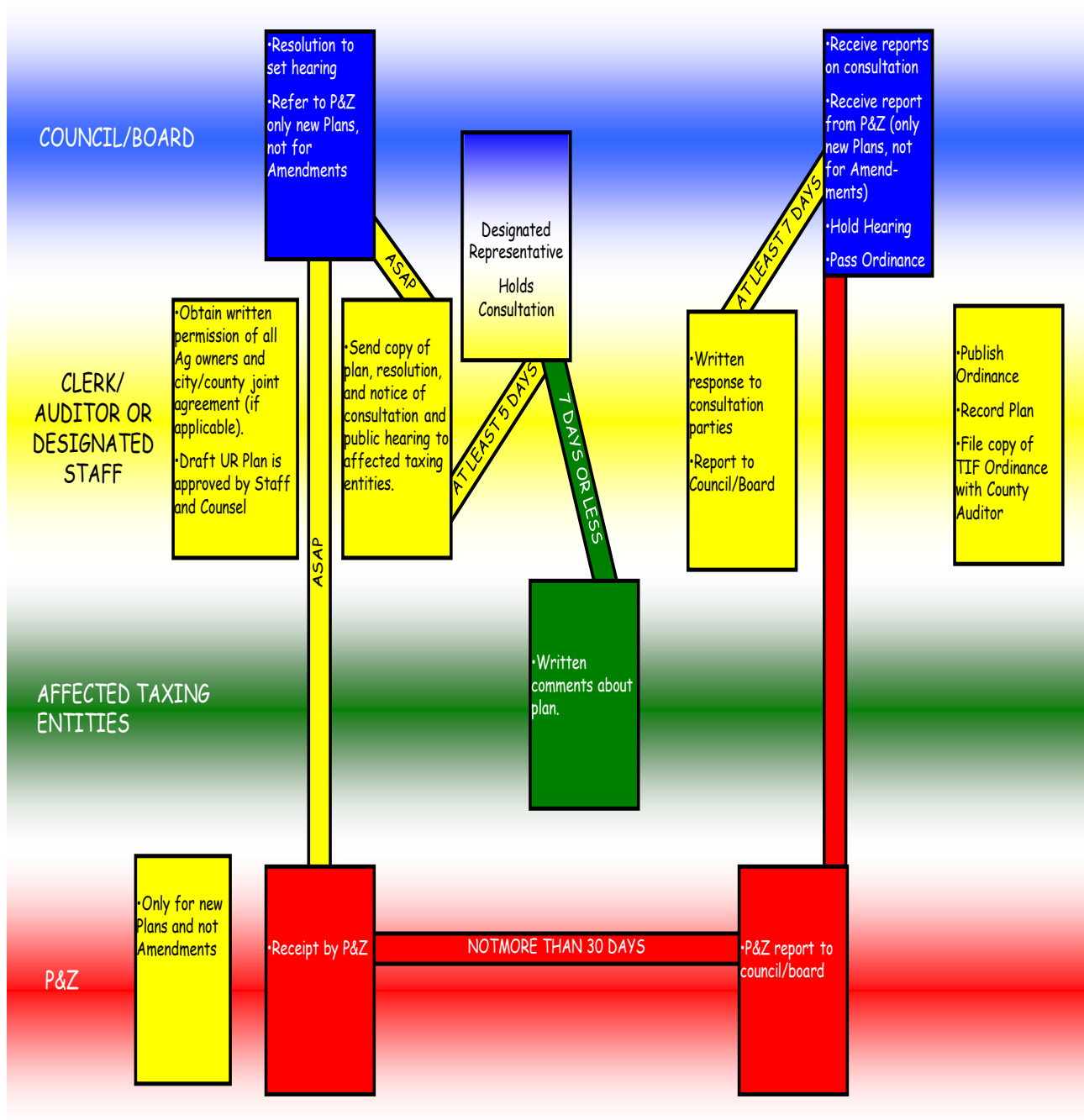
- Marcus Aurelius

ARTICLE IX

HOW TO ADOPT OR AMEND AN URBAN RENEWAL AREA

The process to adopt an **Urban Renewal Plan** is complex and involves several steps. Generally, the steps are outlined on the chart that is included on the next page.

The process for amending an **Urban Renewal Area** is the same as for adopting the area in first place, with two exceptions. First, the Planning and Zoning Commission review and recommendation process is not required for any amendments to an existing Plan. You will continue to need Planning & Zoning Commission review for new Plans. Second, if you are adding property to the **Urban Renewal Area** that will not be subject to a TIF ordinance, you do not need to undertake the **Consultation** process.



*Millions long for immortality who do not know what to do with
themselves or a rainy Sunday afternoon.*

- Susan Ertz

ARTICLE X

HOW TO CALCULATE SUNSET PROVISIONS

1. **SLUM AREA OR BLIGHT AREA** - Iowa law does not apply a sunset for a **Slum** Area or **Blight** Area under current law. However, if you put sunset provisions in the **Urban Renewal Plan**, these will voluntarily limit the lifespan of the area.
2. **ECONOMIC DEVELOPMENT COMMERCIAL/INDUSTRIAL AREA** - Such areas, and if no part contains slum or blighted conditions, if adopted on or after January 1, 1995 without a voluntary sunset, are subject to a 20-year sunset. The 20-year lifespan begins with the calendar year following the year that you first make a **TIF Certification** for the area.
3. **MIXED ECONOMIC DEVELOPMENT AND SLUM OR BLIGHT AREA** – Because the 20-year sunset applies to an economic development area that "no part contains slum or blighted conditions," such area has no sunset.
4. **ECONOMIC DEVELOPMENT FOR LMI HOUSING AREA** - Economic Development for **LMI Housing** areas has a 20-year lifespan. The first of the 20 years begins in the Calendar Year following the year that you first make a **TIF Certification** for the area.
5. **ECONOMIC DEVELOPMENT AREA PUBLIC IMPROVEMENTS RELATED TO NON-LMI HOUSING** - The lifespan of an Economic Development Area that is used for **Public Improvements** related to non-LMI Housing is limited to 10 fiscal years, beginning with the second fiscal year after you first make **TIF Certification** for the project. Please note this is a *fiscal* year reference and it begins a year later than it does for the sunset for other **Economic Development** Areas. If a municipality has a population under 15,000, with the written permission of the **Affected Taxing Entities**, the 10-year sunset can be extended for up to 15 years.

*If liberty means anything at all, it means the right to tell people
what they do not want to hear.*

- George Orwell

ARTICLE XI

TIF REIMBURSEMENT IS NOT AN ENTITLEMENT – THE ROLE OF LOCAL OFFICIALS

You will sometimes be approached by individuals who insist that they want “their TIF.” Some mistakenly believe the taxes they generate on new improvements are theirs, and that you are obligated to make incentives if they ask. This is not true. City Councils and County Boards of Supervisors must apply the steps to determine if a proposed project is eligible for **TIF Reimbursement**. See page 16. Even if the project is eligible, the elected officials must also determine whether support of the proposed project warrants the expenditure of public funds. You should be especially careful in making that decision, since you are dealing with the taxes of the other **Affected Taxing Entities**, as well as your own.

You should also avoid promising that incentives will be available until you have held the necessary hearings to adopt the **Urban Renewal Plan or Amendment**, enact the TIF ordinance and have a signed **Development Agreement** with the developer.

Often, private developers fail to recognize that it takes time for cities and counties to follow procedures that create or amend **Urban Renewal Areas** and to borrow money for **Urban Renewal Projects**. You may have to remind them of your obligations.

Common sense consists in not letting oneself be dazzled by a sentiment or an idea, however excellent they may be, to the point of losing sight of everything else.

- Andre Gide

ARTICLE XII

PITFALLS OF MINIMUM ASSESSMENT AGREEMENTS

Iowa law does provide for **Minimum Assessment Agreements** where an **Urban Renewal Project** is undertaken with a **Development Agreement**. The **Minimum Assessment Agreement** can provide a tool for protecting the City's investment of funds. You should understand that there are some shortcomings with that tool, however.

First, the **Minimum Assessment Agreement** does not work well if the developer signs it for a large tract of land, and then breaks that land into separate parcels for development. It can be difficult to allocate the part of the minimum assessment that applies to each parcel. This is especially true with regard to single-family housing projects.

Second, you should make sure that the County Assessor has viewed the plans and specifications for the proposed project and is making a realistic appraisal of the assessed taxable value. Assessors are sometimes unfamiliar with the importance of this process, and may sign off for a **Minimum Assessment Agreement** that exceeds the fair assessed taxable value.

Finally, although the assessment creates a tax lien, a default by the developer, a failure of its business, or its taking bankruptcy can delay collection of taxes for an extended time. If a developer's business fails and there is a bankruptcy, the successors in interest will not want to be bound by the **Minimum Assessment Agreement**. Even if you can bind successors in interest legally, they will often exert enough leverage to get a concession on the minimum assessment amount in return for returning the property to productive use.

While the **Minimum Assessment Agreement** does provide you with some protection, you should not view it as an insurance policy.

For tax purposes, a **Minimum Assessment Agreement** often results in the City or County having to issue taxable bonds for certain of its project costs.

Also, you may want your city/county attorney to search for any prior liens so that you can request prior lien/interest holders sign (or consent to) the **Minimum Assessment Agreement** so that it is effective against such prior lien/interest holders.

As a rule, I always look for what others ignore.

- Marshall McLuhan

ARTICLE XIII

FINANCING ALTERNATIVES

An **Urban Renewal Project** can be financed in many different ways. The alternatives include:

1. **REBATE AGREEMENTS - Rebate Agreements** put the burden of financing improvements on the developer's shoulders. The City or County merely agrees to return a portion of the **Tax Increments** related to the developer's improvements on an annual basis, after taxes are collected. The advantages of this approach are a savings to the City or County with respect to borrowing costs, and a shift of the risk of non-development and underdevelopment to the developer. The risk of legislative changes in the formula for determining **TIF Reimbursement** is also shifted to the developer under this approach.

2. **INTERNAL LOANS** - A city or county can "advance" funds it has on hand to fund an **Urban Renewal Project** and then pay itself back with **TIF Reimbursement**. If a municipality advances funds for an Urban Renewal Project, follow any rules for when excess funds can be transferred. For example, transfer of surplus funds from a city utility fund requires the city to determine that the fund's cash balance meets a certain level and requires adoption of a special resolution by the city.

It is also useful to document all advances or loans clearly and transfer the money, whether from the General Fund or a utility fund (or another fund), to a "TIF Advance Fund" or a "Capital Project Fund" or another fund designated for each Urban Renewal Project that contemplates a period of payments. For example, project costs would be paid out of the TIF Advance Fund. Once such cost ("debt") is certified to the County by the **TIF Certification** and **TIF Reimbursement** is received from the County and deposited into the special TIF Fund, such amount can be transferred from the special TIF Fund back to the General Fund or a utility fund (or another fund).

Obviously, the City or County loses the chance to invest funds it advances, so a reasonable interest component can be certified along with the principal amount.

3. **CHAPTER 384 G.O. BONDS** - There are two ways to issue general obligation bonds under Chapter 384 in connection with an **Urban Renewal Project**.

First, you can authorize the project under the essential purposes list and hold a **Reverse Referendum**. The **Reverse Referendum** applies regardless of the amount you want to borrow.

Another approach to issuing Chapter 384 G.O. Bonds for **Urban Renewal Projects** is applicable where the project involves something that is in the **Essential Purpose** list on its own. For instance, streets are considered an **Essential Purpose** for cities and bonds can be issued after a hearing to build streets. You could issue G.O. bonds to build a street for an **Urban Renewal Project**, and certify that street for **TIF Reimbursement**. It is required, however, that the governing body pass a resolution or motion finding that the street project constitutes a valid **Urban Renewal Project** and should be included in a **TIF Certification**.

4. **CHAPTER 403 G.O. BONDS** - Chapter 403, the urban renewal statute, provides separate authority to issue general obligation bonds to fund **Urban Renewal Projects**. The same **Reverse Referendum** procedure applies for these bonds as for the first type of **Chapter 384 G.O. Bonds**. The **Chapter 403 G.O. Bonds** can be exempt from both state and federal taxes under some circumstances. It is required, however, that **Chapter 403 G.O. Bonds** be sold at a public sale.

5. **CHAPTER 403 REVENUE BONDS** - Chapter 403 also provides a process to issue revenue bonds to fund **Urban Renewal Projects**. The **Chapter 403 Revenue Bonds** can be payable from **Tax Increments**, other project income, or both. Even though the section authorizing **Chapter 403 Revenue Bonds** says they do not count against your **Debt Capacity**, the Supreme Court has held otherwise. The **Chapter 403 Revenue Bonds** can be exempt from state and federal tax, under certain circumstances.

6. **GENERAL FUND LOANS** - The Code does allow you to borrow from the General Fund for the same purposes you can borrow with a debt service levy. You have to meet restrictions on the percentage of General Fund loans you have payable in relation to your General Fund budget, so you should work closely with your bond counsel and financial advisor if you choose this option.

7. **LEASE-PURCHASE AGREEMENTS** - The Code does allow cities and counties to acquire improvements and property through a lease-purchase process. Generally, the authorization procedures for a lease-purchase are the same as for bonds, however, there is a slightly more advantageous approach to authorizing lease-purchase agreements payable from the General Fund. Again, consult your bond counsel and financial advisor if you are considering this option.

Nothing in life is to be feared. It is only to be understood.

- Marie Curie

ARTICLE XIV

TIF AGREEMENTS AND FINANCINGS – WHEN DO THEY COUNT AGAINST YOUR DEBT LIMIT?

Many of the financing alternatives you have for **Urban Renewal Projects** can count against your **Debt Limit**. You should assume they do, including **Rebate Agreements**, unless you have consulted your bond counsel and have agreed upon a different result. You may be able to make these obligations exempt from your **Debt Capacity** calculation by structuring your obligation to pay so it is subject to annual appropriation.

Perseverance is not a long race; it is many short races one after another.

- Walter Elliott

ARTICLE XV

PHASED DEVELOPMENT CONSIDERATIONS

Because the sunset provisions may make it hard to complete a large project within the allotted time, developers sometimes seek agreements that allow them to develop in phases. This is especially true with respect to **Public Improvements** related to non-LMI housing due to the short 10-year window for **TIF Reimbursement**.

One way to manage the timing of projects with regard to sunset provisions is to use multiple **Urban Renewal Areas**. Since the sunset requirements are by the first **TIF Certification** for an **Urban Renewal Area**, making a certification on the first phase of a project that is in its own **Urban Renewal Plan** will not start the sunset for other phases that are included in other **Urban Renewal Plans**. Please note, however, that the **Tax Increments** from one **Urban Renewal Area** cannot be spent in the other **Urban Renewal Plan Areas**, except in the case of the **LMI Match**. This approach also makes it hard to fund infrastructure improvements that may serve more than one **Urban Renewal Area**.

If you are considering a phased development, you should discuss that option with your planner, local attorney and bond counsel.

*Discovery consists in seeing what everybody has seen and
thinking what nobody has thought.*

- Albert Szent-Gyorgyi

ARTICLE XVI

WHAT TYPES OF INCENTIVES CAN BE OFFERED TO DEVELOPERS?

Unlike tax abatement programs, and other state-defined economic development programs, the types of incentives that can be offered to a developer are not dictated by the urban renewal law. As long as the proposed activity fits within the guidelines for a legitimate **Urban Renewal Project**, the City or County can offer a wide variety of benefits and use them in combinations at its own discretion. For instance, you could make a grant, make a forgivable loan, make a loan that is expected to be paid back, agree to rebate **Tax Increments** after they are received through the **TIF Reimbursement** process, build **Public Improvements**, acquire and assemble land for development, take responsibility for clean up of contamination, provide services and amenities that help with the recruitment and retention of employees, provide training programs and many other activities.

As you consider projects, make sure you can meet the tests for a legitimate **Urban Renewal Project**. Keep in mind that every incentive you offer has a cost, to your taxpayers and those who pay taxes to the other **Affected Taxing Entities**. You should attempt to offer incentives that are reasonable in relation to the benefits to the public. Always follow the public approval process necessary to form the **Urban Renewal Area**, undertake the **Urban Renewal Project** and finance the project before promising that any incentives will be provided.

Truth is such a rare thing, it is delightful to tell it.

Emily Dickinson

ARTICLE XVII

REPORTING REQUIREMENTS – THE URBAN RENEWAL REPORT

Any municipality that had an **Urban Renewal Plan** and **Area** in effect at any time during the most recently ended fiscal year must complete an **Urban Renewal Report** for each such plan and area by the December 1 following the end of such fiscal year. The report is prepared and submitted electronically pursuant to Department of Management instructions. The Department of Management will then make these reports publicly available on a searchable internet database.

The **Urban Renewal Report** is very detailed. If you have a **Urban Renewal Plan** and **Area** in effect that requires the filing of a report, you should start drafting the report early, due to the amount of research needed for the information requested. Good record keeping throughout the entire fiscal year will assist in the creation of these reports. The 21 paragraphs of required information are summarized as follows:

1. Each **Urban Renewal Area** type (designation) and the date such determination was made;
2. A map of the area;
3. A copy of all TIF ordinances;
4. Copies of the original **Urban Renewal Plan**, each amendment to the plan, and the dates of such amendments;
5. A list and description of all **Urban Renewal Projects** within the area either in process or completed during the fiscal year;
6. A description of each TIF expenditure;
7. The amount of loans, advances, indebtedness, or bonds, which qualify for payment from TIF moneys and were incurred or issued during the fiscal year;
8. The amount of loans, advances, indebtedness, or bonds, which qualify for payment from TIF moneys and remain unpaid at the end of the fiscal year;
9. The total amount of property taxes rebated (or otherwise expended) during the fiscal year, and amounts agreed to for future years;

10. A list of all properties and the owners of those properties who received property tax rebates (or other expenditures) and amount of property tax rebates in the past fiscal year, as well as future obligations;
11. The balance of the municipality's TIF fund;
12. Aggregate assessed value of all taxable property within the **Urban Renewal Area**;
13. The aggregate assessed value of each taxable property class in the **Urban Renewal Area**;
14. The portion of the assessed value of all taxable property within the **Urban Renewal Area** that was used to calculate the amount of excess taxes under Iowa Code §403.19(2);
15. The amount of taxes under §403.19(2) in excess of the amount required to pay applicable loans, advances, indebtedness, and bonds that was paid as property tax for the respective taxing districts;
16. Any interest earned on the TIF fund and deposited into the TIF fund and net proceeds from the sale of assets purchased with TIF moneys;
17. The amount of taxes that each taxing entity contributed to the TIF fund that fiscal year;
18. The amount of expenditures by the municipality for public improvements related to housing and residential development;
19. The amount of assistance to **LMI Housing** provided by the municipality;
20. Pursuant to any applicable **Development Agreement**, the number of jobs to be created, the wages of those jobs, the total private capital investment, and the total cost of public infrastructure constructed; and
21. Any other related information deemed relevant by the Department of Management.

The consequences of not filing the **Urban Renewal Report** are significant – for reports due beginning December 1, 2013 the Department of Management will not certify any of the municipality's taxes back to the county auditor. The report will also be audited as part of an audit any year the city or county is audited.

The items above are a summary of the 2012 Amendments to Chapter 403. The exact information is described in the 2012 Amendments and will be governed by on-line forms drafted by the Department of Management and made available to Cities and Counties.

Because a municipality's use of Tax Increments is now part of the municipality's audit (and a representative of the municipality will need to certify compliance with the urban renewal law), it is important that the following actions "tie" or are consistent. Those items include (1) authorization for each **Urban Renewal Project** in the Plan (description and "not to exceed" cost), (2) a resolution by the municipality finding that the expense/cost is an authorized urban renewal project, authorizing payment of the cost, qualifying the cost for certification, and directing that the cost be certified to the County in the December 1 report, and (3) listing such **Urban Renewal Project** on the December 1 certification request to the county and in the **Urban Renewal Report**.

Seek simplicity,
and distrust it.

- Alfred North Whitehead

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