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 MJP-W

DATE: May 10, 2018

SUBJECT: Rolling Hills South Condominiums
Engagement Agreement for Residential Urban Renewal with Ahlers & Cooney, P.C.

An engagement agreement for services related to the Rolling Hills South Condominiums Urban Renewal work has been requested and received from Ahlers & Cooney, P.C. A copy is attached. The agreement provides that Ahlers & Cooney, P.C. will:

1. Prepare an Urban Renewal Plan (the "Plan") for residential development in accordance with Iowa Code Chapter 403;
2. Prepare letters of instructions for Council proceedings;
3. Prepare Notices of Meetings and partial agendas;
4. Prepare proceedings for a resolution setting dates of a consultation and public hearing on the Plan, and to be used on the date fixed for public hearing and adoption of the Plan;
5. Prepare ordinances for the division of revenues under Iowa Code Section 403.19 ("tax increment financing" or "TIF"), and prepare proceedings for adoption (if necessary);
6. Draft a development agreement for a residential development project, per the terms of the agreement provided to us by the City;
7. Prepare proceedings for a resolution setting the date of a public hearing on the development agreement, and to be used on the date fixed for the public hearing and adoption of that development agreement;
8. Answer questions and advise City staff and the Council throughout the adoption process for both the Plan and development agreement; and
9. Any other work related to the adoption of the Plan or documenting development activities thereunder.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached resolution approving the engagement agreement with Ahlers & Cooney, P.C.

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE ENGAGEMENT AGREEMENT FOR RESIDENTIAL URBAN RENEWAL/ECONOMIC DEVELOPMENT WITH AHLERS & COONEY, P.C.

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

WHEREAS, the City of Carroll is desirous of services related to Rolling Hills South Condominiums Urban Renewal/Economic Development; and

WHEREAS, an Engagement Agreement for services has been prepared by Ahlers & Cooney, P.C.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Engagement Agreement for Residential Urban Renewal/Economic Development with Ahlers & Cooney, P.C. is accepted.

Passed and approved by the Carroll City Council this 14th day of May, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:_____
Eric P. Jensen, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

AHLERS COONEY
ATTORNEYS

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March 1, 2018

Mike Pogge-Weaver, City Manager
City of Carroll
112 E. 5th St.
Carroll, IA 51401

Sent via email: mpoggeweaver@cityofcarroll.com

RE: Engagement Letter – Residential Urban Renewal

Dear Mike:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Carroll, Iowa (the "City") in connection with its Urban Renewal/Economic Development matters, and documentation of development activities.

SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare an Urban Renewal Plan (the "Plan") for residential development in accordance with Iowa Code Chapter 403;

2. Prepare letters of instructions for Council proceedings;

3. Prepare Notices of Meetings and partial agendas;

4. Prepare proceedings for a resolution setting dates of a consultation and public hearing on the Plan, and to be used on the date fixed for public hearing and adoption of the Plan;

5. Prepare ordinances for the division of revenues under Iowa Code Section 403.19 ("tax increment financing" or "TIF"), and prepare proceedings for adoption (if necessary);

6. Draft a development agreement for a residential development project, per the terms of the agreement provided to us by the City;

7. Prepare proceedings for a resolution setting the date of a public hearing on the development agreement, and to be used on the date fixed for the public hearing and adoption of that development agreement;

8. Answer questions and advise City staff and the Council throughout the adoption process for both the Plan and development agreement; and

9. Any other work related to the adoption of the Plan or documenting development activities thereunder.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the fees we charge hereunder do not include:

1. Preparing the legal description to be used in the Plan or development agreement;

2. Defending any legal challenges to or arising out of the Plan, ordinance, or development agreement;

3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, or pursuant to a given project, or otherwise acting in a financial advisory role; or

4. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend City meetings in order to accomplish our work. We will be coordinating our services with the City Manager and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangments are made for our participation.

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for preparation and review of an Urban Renewal Plan, ordinance, and development agreement for which the City staff requests our assistance. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Urban Renewal Plan, ordinance and development agreement are adopted/approved by the Council and our final invoice has been paid.

FEES

Mr. Overberg and I will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. Mr. Overberg's current hourly rate is $295, my rate is $185, and our legal assistant's rate is $120. It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

RECORDS

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to us a copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact us. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this project.

Very truly yours,

AHLERS & COONEY, P.C.

By: Jenna Bishop

Jenna H. Bishop

Accepted and approved on behalf of the City Council of the City of Carroll*

By: _____ Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2018.

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