City of Carroll

627 N. Adams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager MSPW

DATE: November 2, 2021

SUBJECT: Resolution approving an Engagement Letter with Ahlers & Cooney, P.C. for the Seventh Amended and Restated Urban Renewal Plan for the Central Business District Project Area

An Engagement Letter for services related to the Seventh Amended and Restated Urban Renewal Plan for the Central Business District Project Area 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. Review the Amendment prepared by the City for compliance with Iowa Code Chapter 403;
2. Prepare letters of instructions, notices of meetings, and partial agendas for City Council proceedings related to the Amendment;
3. Prepare proceedings for a resolution setting the dates of a consultation and public hearing on the Amendment;
4. Prepare proceedings to be used on the date fixed for a public hearing and adoption of the Amendment; and
5. Prepare an ordinance for the division of revenues within the Urban Renewal Area related to the Amendment under Iowa Code Section 403.19 ("tax increment financing" or "TIF"), and prepare proceedings for adoption (if necessary).

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH AHLERS & COONEY, P.C. FOR THE SEVENTH AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE CENTRAL BUSINESS DISTRICT PROJECT AREA

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

WHEREAS, the Engagement Agreement is attached hereto as Exhibit "A"; and

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 that the Engagement Agreement, attached as Exhibit "A", be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 8th day of November, 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:_____
Eric P. Jensen, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

Ahlers & Cooney, P.C.
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October 29, 2021

Sent via email: mpoggeweaver@cityofcarroll.com

Mike Pogge-Weaver
City Manager
City of Carroll
627 North Adams St
Carroll, IA 51401

RE: Engagement Letter – Seventh Amended and Restated Urban Renewal Plan for the Central Business District Project Area

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 the Seventh Amended and Restated Urban Renewal Plan (the "Amendment") for the Central Business District Project Area (the "Urban Renewal Area"), in accordance with Iowa Code Chapter 403.

SCOPE OF ENGAGEMENT

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

1. Review the Amendment prepared by the City for compliance with Iowa Code Chapter 403;

2. Prepare letters of instructions, notices of meetings, and partial agendas for City Council proceedings related to the Amendment;

3. Prepare proceedings for a resolution setting the dates of a consultation and public hearing on the Amendment;

4. Prepare proceedings to be used on the date fixed for a public hearing and adoption of the Amendment;

5. Prepare an ordinance for the division of revenues within the Urban Renewal Area related to the Amendment under Iowa Code Section 403.19 ("tax increment financing" or "TIF"), and prepare proceedings for adoption (if necessary);

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 services provided and the fees charged hereunder do not include:

1. Preparing the legal descriptions to be used in the Amendment;

2. Defending any legal challenges to or arising out of the Amendment, any TIF ordinance, or any development agreements thereunder;

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;

4. Administering the Urban Renewal Area or Urban Renewal Plan, any urban renewal projects, or the collection of tax increment (after completion of the transcript file on the Amendment); or

5. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you 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 purposes of providing the services listed above. 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 Amendment is adopted/approved by the Council and our final invoice has been paid.

FEES

We 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 $310, Ms. Sabroske's rate is $210, and our legal assistant's rate is $125. 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 me the enclosed 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 me. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this project.

Ahlers & Cooney, P.C.

Sincerely,

By:

Nathan J. Overberg

By:

Jenna H.B. Sabroske

Jenna H.B. Sabroske

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

By: _____ Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2021.

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