

Council/Staff Planning Session Council Chambers, City Hall

1. Meeting Date And Time
2. Call To Order
3. Mayor's Comments
4. Review Fee Accountant Proposals For Public Housing

Documents:

[FEE ACCOUNTANT.PDF](#)

5. Change Order For Housing Handrail Project

Documents:

[HOUSING CHANGE ORDER.PDF](#)

6. Facade Application For Kurt Walderbach On 318 N. Main Street

Documents:

[WALDERBACH FACADE APP.PDF](#)

7. Lease On Entrance For 1202 Clark Street

Documents:

[LEASE FOR 1202 CLARK.PDF](#)

8. Consideration Of Disposal Of Wood Chips

Documents:

[WOOD CHIPS.PDF](#)

9. Temporary Easements For Sidewalk And Storm Sewer Projects

Documents:

[EASEMENTS FOR PROJECTS.PDF](#)

10. City Administrator Report

11. Adjourn

AGENDA ITEM SUMMARY

Subject: **Contract for Fee Accountant for Housing Department**

Background Summary:

The Housing Department contracts with a fee accountant. A fee accountant is an accounting firm which specializes in the preparation of the financial statements in accordance with HUD 7475.1 REV. They also prepare and submit the unaudited financial reports utilizing HUD's complex on-line system. There are additional services that they perform, which include budget preparation, annual operating subsidy submission, depreciation schedule preparation, monthly Voucher Management Systems submissions, and Payment-In-Lieu of Taxes Reports. In addition, they provide guidance with HUD regulation regarding the submissions and assist with the annual audit.

Request for Proposals were sent out to six different accounting firms specializing in accounting services for public housing authorities. Three firms submitted proposals.

Their proposals are attached for review. Costs were requested for the following services.

	C. Naber & Associates	HA Accounting Specialties	Loucks & Schwartz
PH Monthly Reporting	\$175	\$200	\$206
S8 Monthly Reporting	\$220	\$250	\$262
PH Budget Preparation	\$100	*	\$160
PH Budget Revisions	\$ 80	*	\$ 80
Audit Disclosure Checklist	\$300	*	\$250
Operating Subsidy Submission	\$150	*	\$160
REAC Submission	\$670	*	\$580
MD&A	\$250	*	\$340

* HA Accounting Specialties did not supply an individual cost breakdown for the additional services, they quoted a cost of \$135 per hour with no estimate on length of time required for each service. In addition, they are proposing a site visit to establish a master file at a cost of \$1000.00

All three firms have 30+ years experience providing accounting services for housing authorities. The Housing Board met and reviewed the proposals on October 6, 2016 and recommend awarding the contract to C. Naber & Associates. All three firms were qualified to perform the requested services. So the deciding factor was cost.

AGENDA ITEM SUMMARY

Subject: Change Order - Charles City Housing & Redevelopment Authority – South Cedar Terrace, North Cedar Terrace, & Morningside Site Improvements, Charles City, Iowa, Project No. 14-120D

Background Summary: Preparations are being made to begin the work at South Cedar Terrace and there were some handrails that were inadvertently excluded from the project. In addition, there are some additions required to complete the work at Morningside. These areas need to be added to the scope of work. They are as follows:

1. Four additional areas require handrails to be in compliance. Refer to attached drawing for details.
2. Additional sod is required to repair the area disturbed due to drain tile work added in Change Order #1.

The proposed additions will cost \$7,846.25. A copy of the change order is attached.

Heidi Nielsen, Housing Director, will be present to discuss project.



101 N. 8th Street
 Clear Lake, IA 50428
 P: 641-357-5575
 F: 641-357-5580

Change Order

Number	Date
2	10/6/2016

Architect:

Waggoner & Wineinger Architects
 15 S. Federal
 Mason City, IA 50401

Job:

Charles City Houing & Redevelopment Authority
 501 Cedar Terrace South
 Charles City, IA 50616

Project #: 14-120D

Project Design and Specifications	QTY	MSR	Per	Amount	Mark-Up	Total
85' more of Rail on S-9, S-10, S-11 Grosse Steel \$15/ft				1,275.00	15%	1,466.25
Powder Coat 85' x \$20/ft				1,700.00	15%	1,955.00
Labor to install rail & concrete				2,700.00		2,700.00
Extra Sod Due to drain tile excavation 2500 sq ft x \$.60				1,500.00	15%	1,725.00
Change Order Total						7,846.25

 Tim Clark, King Construction & Overhead Door

 Date

 Authorized Signature

 Date

The above price, specifications and conditions are satisfactory. You are authorized to do the work.
 Payment will be made as outlined above.



REVISED NOTES - SCT

- 1. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST IBC CODES.
- 2. ALL EXISTING STRUCTURES SHALL BE DEMOLISHED AND RECONSTRUCTED TO MEET THE LATEST IBC CODES.



SITE PLAN - SOUTH CEDAR TERRACE

1/16
 CSDD
 10/20/14

MEETING DATE: 10/12/2016

ITEM: 6

AGENDA ITEM SUMMARY

Subject: Kurt Walderbach Façade application

Background Summary:

Kurt Walderbach has submitted an application for Façade funding for his building located at 318 N. Main Street and that application is attached for your review.

He would like to relocate the business sign currently on the front door to the back door, add printed window headers to doors and windows and install a new business sign on the front of the building.

Mark Wicks and Kurt will be in attendance at the meeting to answer any questions you may have.

CITY OF CHARLES CITY

COMMUNITY REVITALIZATION
FACADE IMPROVEMENT GRANT APPLICATION

Date of application September 26, 2016
Applicant's name Kurt Walderbach - Synergy Physical Therapy
Mailing address 1612 S Grand Ave Charles City, Ia 50616
Telephone (641) 430-5905 (641) 715-1230
(Home) (Work)
Project address 318 N Main St. Charles City, Ia 50616
Does the applicant own the building? Yes X No

If no, who does own the building?

Owner's address 16763 290th Street Mason City, Ia
Owner's telephone (641) 430-5905

Describe proposed project specifically: (attach additional sheets if necessary)

Relocate current business sign to back door
Add printed window headers to doors & windows
Build and install new sign to front of building
All electrical connections for lighting of signs

Proposed starting date: September 2016

Proposed completion date: December 2016

Amount of funds requested: \$3,000⁰⁰

Estimated cost of project \$8,300⁰⁰

Provide a brief outline of project costs Adding signage to front
of building, removing over hang, relocating
sign to back of building adding window
headers

List current assessed valuation of project property \$ \$250,320-

Please list the source and amount of all other funds to be supplied by the applicant or other public or private sources

Source	Amount
<u>NSB - Bank Loans</u>	<u>\$5000.00</u>
<u>personal financing of owner</u>	<u>as needed</u>

If the project property has been vacant, state how long 2 months

Is the project property properly zoned for the business? Yes

If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application.

Number of years the applicant has been in business
30 years

Names and addresses of contractors and/or architect used for the proposed project.
Nagle Signs Inc. 1030 Wilbur Ave
Waterloo, Iowa

Number of new jobs (if any) the proposed project will create 3-5 more

Number of existing jobs proposed project will preserve 3

Applicant should be aware that additional financial data may be required if requested by the Facade Improvement Review Committee. Applicant should also be aware that no application will be considered if expenditures are incurred prior to approval of the application.

It is understood that the Applicant will actively support and/or participate in the programs and activities of Community Revitalization.

The undersigned applicant affirms that the information submitted herein is true and accurate to the best of my (our) knowledge. I (we) have read and understand the conditions of the Community Revitalization Facade Improvement Program and agree to abide by its conditions and guidelines.

Kurt Waldenbach Synergy PT Sept 29 2016
Signature of Applicant Date

Signature of Applicant Date



1020 WILBUR AVENUE
P.O. BOX 2098
WATERLOO, IOWA 50704
319-233-4604 • 1-800-728-4604
FAX: 319-233-7514

605 IOWA AVENUE WEST
MARSHALLTOWN, IOWA 50158
641-752-6608 • 1-888-656-SIGN
FAX: 641-752-6988

REMIT TO: PO. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Proposal #: 26869

Proposal Date: 09/26/16
Customer #: 76084
Page: 1 of 5

SOLD TO:	JOB LOCATION:
SYNERGY 1612 S. GRAND CHARLES CITY IA 50616	Synergy Old Fastenal Building Charles City IA 50616
	REQUESTED BY: Curt

NAGLE SIGNS INC (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #22811 Furnish and install (7) 3M printed window headers with 3M over laminate. Includes logo/hours on 2 doors. Install on same trip as sign. Tax is extra.	\$486.67	\$486.67
1	QUOTE #22811A Furnish and install 3M printed wrap with 3M over laminate. Apply on rollup overhead garage door. Install on same trip as sign as window graphics. Tax and permit extra.	\$1,825.24	\$1,825.24
1	QUOTE #22811B Remove existing 2'-4.5" x 10' channel style cabinet from existing location and cap electrical. Install on front of building. Connect electrical if present. Taxes and permit are extra.	\$745.97	\$745.97
1	QUOTE #22811C Furnish and install (1) 3'6" x 15' channel style cabinet. Sign built in 2 pieces. 3/16" white plexiglas face with 3M printed translucent graphics, 3M over laminate protectant. 2" trimcap, 5" deep black returns. .040 white aluminum backs. Internally lit with white LED with low voltage power supplies, photo cell controller. Mount to side elevation and connect electrical if present. Taxes and permit are extra.	\$5,327.95	\$5,327.95

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$8,385.83

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, SHIPPING, FREIGHT OR SALES OR USE TAX UNLESS SPECIFICALLY STATED.

COMPANY INITIALS 

CUSTOMER INITIALS _____



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PROPOSAL

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Proposal Date: 09/26/16

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Page: 2 of 5

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. All agreements contingent upon strikes, accidents, material shortages or any other delays beyond our control.
2. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
3. This proposal is made for specially constructed equipment and when accepted by owner is not subject to cancellation. NAGLE SIGNS INC shall not be responsible for errors in plans, designs, specifications or drawings furnished by owner or its representatives, or for defects or increased costs caused by such errors.
4. NAGLE SIGNS INC shall commence the constructions of display and prosecute the work thereon with due diligence until completion. All obligations to be performed by NAGLE SIGNS INC hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, material shortages, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.
5. Owner shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, and for all other private permissions necessary for the maintenance, use and existence of display. NAGLE SIGNS INC shall apply for public permits. Only the cost of normal permit applications is included in this proposal. Buyer shall be responsible for any and all costs incurred should procedures other than normal permit applications be required. NAGLE SIGNS INC shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure same, then this agreement shall terminate without liability to either party.
6. Buyer shall bring feed wires of suitable capacity and approved type to the locations of the display, and make connection thereto, and shall pay for all electrical energy used by display and shall be responsible for the supply thereof in the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site. In the event of such adverse building or soil conditions or underground obstructions, owner agrees that Nagle Signs shall be allowed to increase the price quoted in this proposal to the extent of Nagle Signs, Inc's. additional costs.
7. Owner shall be responsible for locating all property lines and utility

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REMIT TO: PO. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Proposal #: 26869

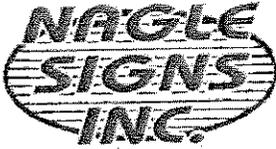
Proposal Date: 09/26/16
Customer #: 76084
Page: 3 of 5

easements and existing utilities located within or on the real estate on which the display is to be constructed.

8. NAGLE SIGNS INC unconditionally warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effected by NAGLE SIGNS INC Any part found by NAGLE SIGNS INC to be defective due to faulty workmanship or materials within the warranty period will be repaired or replaced f.o.b. point of production. NAGLE SIGNS INC SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NAGLE SIGNS INC shall not be liable for any incidental or consequential damages or losses. Owners sole and exclusive remedy against NAGLE SIGNS INC for the breach of its express warranty contained herein shall be the replacement of such defective work or material.
9. Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made within thirty (30) days of the invoice date, Buyer agrees to pay a service charge on past due amounts at the rate of 1½% per month. In the event this agreement is placed for collection with a collection agency or if litigation is commenced to collect amounts owed, Buyer shall be responsible for all costs incurred by Nagle Signs, including but not limited to its reasonable attorney's fees.
10. Title to all materials and property covered by this contract shall remain in NAGLE SIGNS INC and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. NAGLE SIGNS INC is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty and is authorized to file a financing statement perfecting this security interest. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, NAGLE SIGNS INC may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all material used or intended for use in this construction of said equipment and any and all property called for in this Agreement without being deemed guilty of trespass.
11. When this Agreement is signed by a duly authorized person of each party, this document shall constitute a binding contract and the entire agreement between the parties and shall supersede all other written or oral agreements. The parties agree that a signature communicated by facsimile or by e-mail shall Have the same effect as an original signature on an original document, and either party may prove the existence of a binding contract by producing a copy thereof with a signature obtained through electronic means (by facsimile or e-mail). This contract shall be governed by the laws of the state of Iowa.
12. Owner is liable for any and all state, local or federal taxes imposed upon this transaction, including but not limited to sales and/or use tax. Owner will be liable for the taxes even if the taxes are not included in the original invoice to Owner if the taxes are imposed by a governing body after invoicing.

COMPANY INITIALS 

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PROPOSAL

Proposal #: 26869

Proposal Date: 09/26/16
Customer #: 76084
Page: 4 of 5

13. The Iowa District Court in and for Black Hawk County, Iowa shall have exclusive jurisdiction of all actions of any kind or nature whatsoever arising out of the work to be performed pursuant to this proposal including but not limited to any action by NAGLE SIGNS INC to collect amounts owed to it pursuant to the terms of this proposal and any corresponding invoice, and the parties consent to exclusive jurisdiction and venue in said court.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: [Signature]

DATE: 9-26-16

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS [Signature]

CUSTOMER INITIALS _____



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FAX: 641-752-6968

DEPOSIT INVOICE

Invoice #: DP26869

Inv Date: 09/26/16
Customer #: 76084
Page: 5 of 5

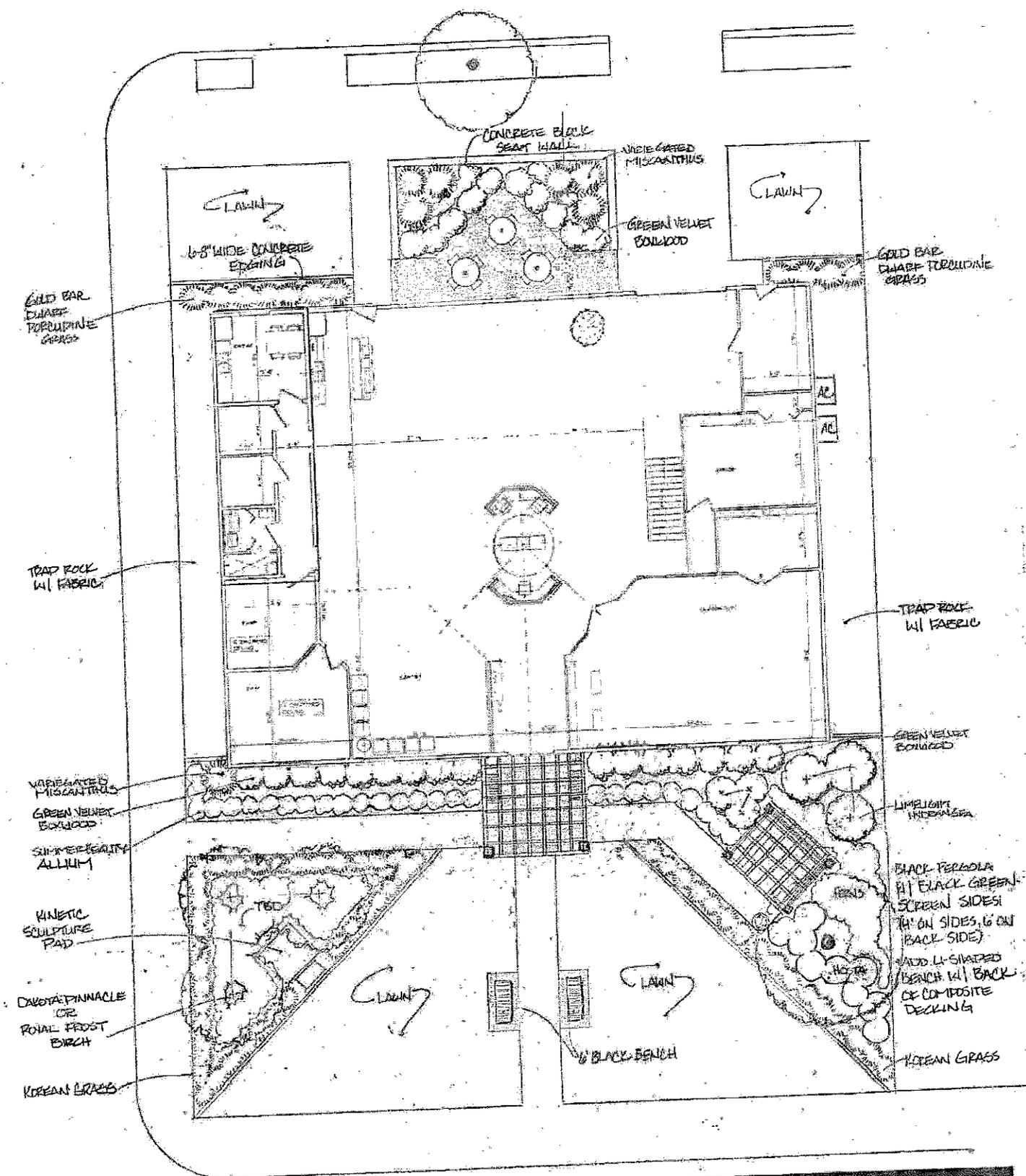
REMIT TO: PO.BOX 2098 WATERLOO, IA 50704

SOLD TO:	JOB LOCATION:
SYNERGY 1612 S. GRAND CHARLES CITY IA 50616	Synergy Old Fastenal Building Charles City IA 50616
	REQUESTED BY: Curt

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Curt		SCOTT KANE	09/26/16	50.0% Due Upon Receipt	03/30/17

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #22811 Furnish and install (7) 3M printed window headers with 3M over laminate. Includes logo/hours on 2 doors. Install on same trip as sign. Tax is extra.	\$486.67	\$486.67
1	QUOTE #22811A Furnish and install 3M printed wrap with 3M over laminate. Apply on rollup overhead garage door. Install on same trip as sign as window graphics. Tax and permit extra.	\$1,825.24	\$1,825.24
1	QUOTE #22811B Remove existing 2'-4.5" x 10' channel style cabinet from existing location and cap electrical. Install on front of building. Connect electrical if present. Taxes and permit are extra.	\$745.97	\$745.97
1	QUOTE #22811C Furnish and install (1) 3'6" x 15' channel style cabinet. Sign built in 2 pieces. 3/16" white plexiglas face with 3M printed translucent graphics, 3M over laminate protectant. 2" trimcap, 5" deep black returns. .040 white aluminum backs. Internally lit with white LED with low voltage power supplies, photo cell controller. Mount to side elevation and connect electrical if present. Taxes and permit are extra.	\$5,327.95	\$5,327.95
TOTAL PROPOSAL AMOUNT			\$8,385.83
*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			

PLEASE PAY THIS DEPOSIT AMOUNT:	\$4,192.92
---------------------------------	------------



SYNERGY PHYSICAL THERAPY & SPORTS MEDICINE	 NORTH	DATE August 2016	 outdoor TRANSFORMATIONS <small>landscape architecture + outdoor staging</small> www.transformoutdoors.com
		DRAWN BY L. KUHN	
318 N. MAIN ST., CHARLES CITY			

AGENDA ITEM SUMMARY

Subject: Review lease agreement with Laurie Pederson for portion of FEMA lot on St. Mary Street

Background Summary:

Laurie Pederson owns the property at 1202 Clark Street. This house is located across the street from IC School. The property does not have direct street access from Clark Street, but there is a shared driveway between 1202 and 1204 Clark Street. Until recently, Ms. Pederson could use the rear of the property located at 1200 Clark Street to access her property from St. Mary Street.

Ms. Pederson recently submitted a request to lease a portion of the City owned lot located at 102 St Mary Street, and use this City owned property as a way to access the rear portion of her 1202 Clark Street property. The City acquired this property through the FEMA buyout program following the 2008 flood event.

Ralph Smith has prepared a lease agreement that we will review at the planning session. Ms. Pederson will also be present to provide the Council with additional information on the need for the use of the property.

CITY OF CHARLES CITY

AGENDA ITEM SUMMARY

Subject: Disposal of Wood Chips

Background Summary:

The City has been approached by Norm Zimmerman in regard to acquiring wood chips and tree debris from the Shaw Avenue Dump. Mr. Zimmerman would like to acquire a substantial amount of either wood chips, branches or tree debris that he can use for mulch and similar use as a private business. We have an abundance of wood chips that are located at the Shaw Avenue Brush Dump and each year the pile gets larger and larger. Citizens are allowed to take wood mulch and compost for use in their own gardens, but even with that we gain about 500 cubic yards of chips each year.

It is estimated that we currently have about 13,000 cubic yards of wood chips on hand. In my initial discussions with Mr. Zimmerman we've talked about allocating him 3,000 cubic yards of wood chips annually for three years for a total of 9,000 cubic yards. My initial concern here is providing public wood chips for a commercial use. That being said the growing amount of wood chips sitting there is slowly becoming a problem and this could be an opportunity to get rid of the excess wood chips. By allocating 9,000 cubic yards that does leave an amount that could be allocated to another interested party if they wanted to do the same thing.

At the end of the three years we would expect to have about 5,500 cubic yards of wood chips still on hand available for the public and/or available to any other interested party. I'm thinking that the amount of wood coming into the dump will continue to rise as we deal with tree removal and potential effects stemming from the Emerald Ash Borer.

That brings me to the next consideration. If we are supportive of doing this agreement there is a concern over whether we can due to the statewide quarantine associated with moving wood within the state due to the EAB. We've gotten the initial ok from local forestry officials that this would not be subject to quarantine but are waiting for additional authorization from Iowa Department of Land Stewardship (IDALS). Perhaps by Wednesday we'll have more information to report.

AGENDA ITEM SUMMARY

Subject: Review easement requirements for three miscellaneous projects

Background Summary:

The City is working on two sidewalk projects to create ADA accessible walkways and a short storm sewer extension which will require the acquisition of easements for the construction of the projects. The sidewalk projects include a connection between South Cedar Terrace and Kwik-Star and pedestrian curb ramps at the northwesterly corner of Blunt and North Jackson. The Storm sewer project includes a short extension of 12" storm sewer and placement of an intake between the properties on Park and Central Avenues immediately north of First Avenue.

Both sidewalk projects will each require the acquisition of temporary construction easements for the construction and grading of the private property abutting the sidewalks. The City will need to acquire both a permanent easement and a temporary construction easement for the construction of the storm sewer project. We will acquire a 15 foot wide permanent easement for future maintenance of the storm sewer facility and a wider temporary construction easement to allow access and room to construct the storm sewer extension.

Once we have concurrence from the private property owners, we will present the signed easement documents for City Council approval at a regular Council Meeting in the near future. We are planning on constructing these projects yet this fall.