

**AGENDA - CITY OF CARTER LAKE  
COUNCIL MEETING  
CITY HALL – 950 LOCUST ST.  
MONDAY, FEB. 20, 2017 – 7:00 PM**

Pledge of Allegiance

- I.** Roll Call
- II.** Approval of the Agenda
  - 1. Additions
  - 2. Deletions
- III.** Consent Agenda
- IV.** New Business
  - 1. Appointment of City Council Member to fill the vacancy
  - 2. Public Hearing on Proposal to enter into a Development Agreement with Williams Enterprise, L.L.C.
  - 3. Appoint Member(s) to Board of Adjustments
  - 4. Hampton Inn Sign
  - 5. Union Supposal three year contract extension
- V.** Communications from the Public
  - 1. Library Board
- VI.** Communications from
  - 1. **Mayor Waltrip**
    - a.
  - 2. **Council Member Cumberledge**
    - a. Community Center
    - b. Splash Pad
  - 3. **Council Member Paterson**
    - a. Residential Building Inspector
    - b. Grease Interceptors
  - 4. **City Attorney Michael O’Bradovich**
    - a. Resolution to Amend OMA2 Lodging Development Agreement
  - 5. **Clerk Stender**
    - a. Update on CDBG Grant
  - 6. **Ray Pauly**
    - a. Planning Board Update
- VII. Resolutions and Ordinances**
  - 1. Resolution approving and authorizing execution of a Development Agreement by and between the City of Carter Lake and Williams Enterprises, LLC.
  - 2. Resolution designating Auditor
  - 3. Resolution designating newspaper

4. Resolution authorizing signatures for banking purposes
5. Resolution approving depository for investments
6. Resolution to set Public Hearing for the 2017-18 Budget
7. Approve and place on file audit for FYE 6-30-16
8. Approve and place on file FY 2016 – Storm Water Report

**VIII.** Comments from Mayor, Council and Public (3 Minutes)

Adjourn

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**CONSENT AGENDA - COUNCIL MEETING**

**CITY OF CARTER LAKE**

**MONDAY, FEB. 20, 2017 – 7:00 P.M.**

- A. City Council Minutes
- B. Financial Reports
- C. Claims Report
- D. OT Reports
- E. Department Supervisors Monthly Reports

City of Carter Lake City Hall  
950 Locust St.  
Regular City Council Meeting  
Wednesday, January 18, 2017 – 7:00 p.m.

The Pledge of Allegiance

Mayor Waltrip called the regular meeting to order at 7:00 p.m.

Roll Call: Present: Mayor Gerald Waltrip, and Council members: Pat Paterson, Ron Cumberledge, and Barb Melonis;  
Absent: Council members Frank Corcoran and Mary Schomer. Also present – Attorney Mike O’Bradovich and City Clerk Jackie Stender

Approval of the Agenda – Mayor requested to add Lakeside Auto Recyclers and Locust Street sewer problems to the agenda under Communications from the Mayor; and Paterson moved to approve the agenda with the addition, seconded by Melonis. Ayes: Unanimous.

Consent agenda – Moved by Melonis seconded by Cumberledge to approve the consent agenda items, 12/19/16 Council minutes, 12/9/16 Planning Board minutes, December Financial reports, Abstract of Claims for December, Overtime report, and Department Supervisors monthly reports. Ayes: Unanimous.

New Business:

Paterson moved to re-appoint Ron Cumberledge as Mayor Pro-Tem for one year term, seconded by Melonis. Ayes: Unanimous.

Paterson moved to re-appoint City Attorney, Micheal O’Bradovich for one year term, seconded by Cumberledge. Ayes: Unanimous.

Cumberledge moved to re-appoint Tim Podraza to the Planning Board for a five year term, seconded by Paterson. Ayes: Unanimous.

Cumberledge motioned to approve liquor license for Kwik Shop, seconded by Melonis. Ayes: Unanimous.

Melonis motioned to approve liquor license for the Improvement Club, seconded by Paterson. Ayes: Unanimous.

Melonis motioned to approve Salvage Yard Permit for Lakeside Auto Recyclers, seconded by Cumberledge. Ayes: Unanimous.

Melonis motioned to approve Salvage Yard Permit for City Motor Super Shop, seconded by Cumberledge. Ayes: Unanimous.

Communications from the Public:

Bill Dalheimer present pictures of shoreline erosion that has happened over the past few years on Carter Lake and had some suggestions; also provided a photo of sidewalk in the club area that is disintegrating due to rock salt, and the estimated cost for replacement of the sidewalk and suggested moving the old concrete to the shoreline to help reduce erosion.

Communications from Mayor Waltrip:

Locust Street sewer has been a continuous problem in recent years and it has been determined that repairs could be made to help eliminate or reduce the problem; Maintenance Supervisor Ron Rothmeyer has received a couple quotes to make the repairs. Council agreed to move forward with the repairs, but requested the City Attorney send abate notices to businesses along Locust to install grease interceptors to help reduce grease build up in the sewers from food service based businesses.

Communications from City Clerk Stender:

The City of Carter Lake qualified for CDBG Grant Application process to get started, the Mayor signed an agreement to start the process with the HGM Engineer Firm to work with MAPA on the planning phase.

Budget workshop schedule has been set for the council and department supervisors. The public is always welcome to attend and hear what the city is planning for the future budget.

January 23rd at 5 P.M. Workshop with Police, Parks, Maintenance

January 25th at 5 P.M. Workshop with Fire/EMS, Senior Center, Library, Admin

January 30th at 5 P.M. Workshop with Police, Parks, Maintenance

February 1st at 5 P.M. Workshop with Fire/EMS, Senior Center, Library, Admin

February 8th at 5 P.M. Special Council Meeting Final review of Budget

#### Resolutions and Ordinances

Paterson moved to set public hearing to approve redeveloper agreement with Tighton Tools for 2/21/2017, seconded by Cumberledge. Ayes: Unanimous.

Paterson moved to approve Commercial Building Inspection Contract with JAS of Omaha, for the Hampton Inn and Lakeside Auto Recycler project; seconded by Melonis. Roll Call: Cumberledge-No Melonis-Yes Paterson-Yes. City Attorney agreed the motion was approved because the majority of quorum approves the motion.

Paterson motioned to approve the Annual Urban Renewal Report, seconded by Cumberledge. Ayes: Unanimous.

Jackie Stender  
City Clerk

Gerald Waltrip  
Mayor



# ACCOUNTS PAYABLE ACTIVITY

## CLAIMS REPORT

1/01/2016 THRU 1/31/2016

VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
ACCOUNTS PAYABLE CLAIMS					
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	GENERAL				
	LIABILITIES				
AFSCME IOWA COUNCIL 61	UNION DUES	7.46		60787	1/06/16
AFSCME IOWA COUNCIL 61	UNION DUES	9.95	17.41	60890	1/20/16
CITY OF CARTER LAKE	SERVICE CHARGE	1.00		60886	1/20/16
CITY OF CARTER LAKE	SERVICE CHARGE	1.00	2.00	60886	1/20/16
CARTER LAKE PEACE OFFICERS	POLICE DUES	120.00		60884	1/20/16
CARTER LAKE PEACE OFFICERS	POLICE DUES	120.00	240.00	60884	1/20/16
COLONIAL INSURANCE CO	COLONIAL INS	121.85		60883	1/20/16
COLONIAL INSURANCE CO	COLONIAL INS	122.00	243.85	60883	1/20/16
DELTA DENTAL OF IOWA	DENTAL INS	316.54		60902	1/27/16
DELTA DENTAL OF IOWA	DENTAL INS	300.59		60902	1/27/16
DELTA DENTAL OF IOWA	DENTAL INS	16.07	633.20	60902	1/27/16
FED/FICA TAXES	FED/FICA TAX	612.87		1321197	1/01/16
FED/FICA TAXES	FED/FICA TAX	9,522.91		1321198	1/06/16
FED/FICA TAXES	FED/FICA TAX	179.32		1321208	1/15/16
FED/FICA TAXES	FED/FICA TAX	8,679.88		1321209	1/20/16
FED/FICA TAXES	FED/FICA TAX	212.33	19,207.31	1321213	1/27/16
IPERS	IPERS	406.08		1321210	1/20/16
IPERS	IPERS	5,776.72		1321210	1/20/16
IPERS	IPERS-PROTECTIV	23.78		1321210	1/20/16
IPERS	IPERS	5,282.50		1321210	1/20/16
IPERS	IPERS	173.33	11,662.41	1321214	1/27/16
GIS BENEFITS	LIFE INSURANCE	150.00		60903	1/27/16
GIS BENEFITS	LIFE INSURANCE	121.58		60903	1/27/16
GIS BENEFITS	LIFE INSURANCE	28.42	300.00	60903	1/27/16
NEBR CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	36.01		1321199	1/06/16
NEBR CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	36.01	72.02	1321212	1/20/16
TREASURER, STATE OF IOWA	STATE TAXES	265.00		1321211	1/20/16
TREASURER, STATE OF IOWA	STATE TAXES	1,473.00		1321211	1/20/16
TREASURER, STATE OF IOWA	STATE TAX	1,326.83		1321211	1/20/16
TREASURER, STATE OF IOWA	STATE TAX	39.00	3,103.83	1321215	1/27/16
WELLMARK BLUE CROSS AND	MEDICAL INS	4,002.24		60885	1/20/16
WELLMARK BLUE CROSS AND	MEDICAL INS	3,645.33		60885	1/20/16
WELLMARK BLUE CROSS AND	MEDICAL INS	357.92	8,005.49	60900	1/27/16
			=====		
	LIABILITIES		43,487.52		
	POLICE				
ALAMAR UNIFORMS	Uniforms/Police Inv #493182	67.14		60823	1/18/16
ALAMAR UNIFORMS	Uniforms/Police Inv #500467	44.98	112.12	60823	1/18/16
ALEGENT CREIGHTON HEALTH dba	Physicals/Police Inv#00132050		120.00	60824	1/18/16
ALL MAKES COLLISION CNTR	Equip Repair/Police #0002067	145.00		60825	1/18/16
ALL MAKES COLLISION CNTR	Equip Repair/Police #0002078	845.00	990.00	60825	1/18/16
BLACK HILLS ENERGY	Utilities/Police 5168 6463 76		175.52	60790	1/08/16
CITY OF COUNCIL BLUFFS	Vehicle Repairs/Police		200.69	60832	1/18/16
DONS PIONEER UNIFORMS	Uniforms/Police Inv #61166		344.93	60841	1/18/16

# ACCOUNTS PAYABLE ACTIVITY CLAIMS REPORT

1/01/2016 THRU 1/31/2016

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
JOSH J. DRISCOLL	Uniform Maint/Police	50.70	60793	1/08/16	
ED ROEHR SAFETY PRODUCTS	Supplies/Police Inv #441513	645.03	60794	1/08/16	
GALLS LLC	Uniforms/Police Inv#004600655	90.00	60796	1/08/16	
GREASE MONKEY	Vehicle Maint/Police #183663	37.49	60844	1/18/16	
IA LAW ENFORCEMENT ACADEMY	Training/Police Inv #303968	180.00	60798	1/08/16	
KONICA MINOLTA BUSINESS	Copier/Police #9002023012	196.52	60851	1/18/16	
CARD SERVICES	Fuel/Police	1,177.93	60814	1/13/16	
LAKE SIDE TIRE	Tire Repair/Police #183736	130.00	60853	1/18/16	
GIS BENEFITS	LIFE INSURANCE	45.17-	60903	1/27/16	
MPH INDUSTRIES, INC.	Vehicle Equip/Police #668382	1,150.00	60855	1/18/16	
OFFICE DEPOT BUSINESS CREDIT	Supplies/Police #808947941	22.71	60859	1/18/16	
OFFICE DEPOT BUSINESS CREDIT	Supplies/Police #811096191	33.68	60859	1/18/16	
OFFICE DEPOT BUSINESS CREDIT	Supplies/Police #812105599	2.85	59.24	60859	1/18/16
OFFICE OF VEHICLE SERVICES	Salvage Inspections/Police	250.00	60804	1/08/16	
OPPD	Utilities/Police	385.89	60861	1/18/16	
OVERHEAD DOOR	Repairs/Police Inv #68591	228.60	60862	1/18/16	
PAPILLION SANITATION	Dumpster/Police Inv #4424177	53.54	60863	1/18/16	
SPRINT	Phones/Police	148.68	60808	1/08/16	
TASER TRAINING	Training/Police Inv TASE39697	225.00	60871	1/18/16	
VERIZON WIRELESS	Wifi/Police Acct#886064354	280.17	60811	1/08/16	
		=====			
	POLICE	7,186.88			
	FIRE				
ALAMAR UNIFORMS	Uniforms/Fire Dept Inv#500291	106.48	60789	1/08/16	
BLACK HILLS ENERGY	Utilities/Fire 8596 0661 21	235.62	60790	1/08/16	
DATASERV CORPORATION	Repairs/Fire Dept Inv#19092	165.00	60839	1/18/16	
DATASERV CORPORATION	Repairs/Fire Dept Inv#19203	68.00	60839	1/18/16	
DATASERV CORPORATION	Anti-Virus/Fire Dept #19446	22.50	60839	1/18/16	
DATASERV CORPORATION	Service Call/Fire Inv #19000	102.00	357.50	60901	1/27/16
IOWA STATE UNIVERSITY	Training/Fire Dept #000704	50.00	60843	1/18/16	
IOWA STATE UNIVERSITY	Training/Fire Dept #000707	100.00	150.00	60843	1/18/16
CARD SERVICES	Fuel/Fire	103.40	60814	1/13/16	
LAGNIAPPE CAFE & CATERING CO	Banquet Catering/Fire LAG72470	913.00	60852	1/18/16	
MICKLIN LUMBER CO	Supplies/Fire Inv #737621	39.47	60801	1/08/16	
OFFICE DEPOT BUSINESS CREDIT	Supplies/Fire #811095948	30.49	60859	1/18/16	
OPPD	Utilities/Fire	401.55	60861	1/18/16	
PAPILLION SANITATION	Dumpster/Fire Inv #4425498	104.40	60863	1/18/16	
		=====			
	FIRE	2,441.91			
	AMBULANCE				
EMERGENCY MEDICAL PRODUCTS	Supplies/Ambulance Inv#1789197	222.09	60795	1/08/16	
SPRINT	Phone/Ambulance	78.97	60808	1/08/16	
		=====			
	AMBULANCE	301.06			
	BUILDING INSPECTOR				
BLACK HILLS ENERGY	Utilities/BldgIns 5168 6463 76	10.32	60790	1/08/16	
OFFICE DEPOT BUSINESS CREDIT	Supplies/Bldg Insp #808947941	4.99	60859	1/18/16	
OFFICE DEPOT BUSINESS CREDIT	Supplies/Bldg Insp #812105599	2.14	7.13	60859	1/18/16

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## CLAIMS REPORT

1/01/2016 THRU 1/31/2016

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
OPPD	Utilities/Bldg Inspector	22.70	60861	1/18/16	
SPRINT	Phone/Bldg Inspector	31.86	60808	1/08/16	
		=====			
	BUILDING INSPECTOR	72.01			
	ANIMAL CONTROL				
DOLLAR GENERAL-MSC 410526	Supplies/AnimalCntl 1000478437	43.80	60840	1/18/16	
GREASE MONKEY	Vehicle Maint/Animal #184989	40.49	60844	1/18/16	
SPRINT	Phone/Animal Control	64.81	60808	1/08/16	
		=====			
	ANIMAL CONTROL	149.10			
	TRAFFIC				
OPPD	Utilities/Traffic	121.32	60861	1/18/16	
		=====			
	TRAFFIC	121.32			
	LIBRARY				
SYNCB/AMAZON	Books/Library	323.74	60893	1/20/16	
BLACK HILLS ENERGY	Utilities/Library 7814 9544 02	190.78	60894	1/20/16	
COX BUSINESS SERVICES	Phones/Library	71.84	60792	1/08/16	
COX BUSINESS SERVICES	Internet/Library 0017210016628	96.00	60836	1/18/16	
DATASERV CORPORATION	Anti-Virus Fees/Library #19501	37.50	60813	1/13/16	
DATASERV CORPORATION	Supplies/Library	61.79	60813	1/13/16	
OPPD	Utilities/Library		384.32	60861	1/18/16
PAPILLION SANITATION	Dumpster/Library Inv #4424302		32.13	60815	1/13/16
THE PENWORTHY COMPANY	Books/Library #0511135-IN		204.72	60895	1/20/16
QUILL CORPORATION	Supplies/Library Inv#1703549	279.99	60867	1/18/16	
QUILL CORPORATION	Supplies/Library Inv#1709088	49.18	60867	1/18/16	
QUILL CORPORATION	Supplies/Library Inv#1871845	175.92	505.09	60867	1/18/16
TOSHIBA AMERICA BUSINESS SOLUT	Copier/Library ID #90136249988		101.00	60809	1/08/16
		=====			
	LIBRARY	2,008.91			
	PARKS/RECREATION				
NEBRASKA SPORTING GOODS	Supplies/Parks BBR740100-BR00	94.95	60857	1/18/16	
		=====			
	PARKS/RECREATION	94.95			
	RESOURCE CENTER				
COX BUSINESS SERVICES	Phones/Internet Resource Cntr	183.59	60792	1/08/16	
DATASERV CORPORATION	Anti-Virus/Resource Cntr 19445	22.50	60839	1/18/16	
		=====			
	RESOURCE CENTER	206.09			
	SENIOR CENTER				
BLACK HILLS ENERGY	Utilities/Seniors 9655 0799 31	173.37	60790	1/08/16	
COX BUSINESS SERVICES	Internet/Seniors 0017210029715	63.20	60836	1/18/16	

# ACCOUNTS PAYABLE ACTIVITY

## CLAIMS REPORT

1/01/2016 THRU 1/31/2016

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
CULLIGAN OF OMAHA	Supplies/Seniors #561860	25.35	60837	1/18/16	
DATASERV CORPORATION	Anti-Virus/Senior Cntr #19447	7.50	60839	1/18/16	
KONICA MINOLTA BUSINESS	Copier/Senior Cntr #9002043786	136.56	60851	1/18/16	
CARD SERVICES	Fuel/Senior Center	176.40	60814	1/13/16	
MICKLIN LUMBER CO	Supplies/Seniors Inv #737487	30.41	60801	1/08/16	
OPPD	Utilities/Senior Center	364.75	60861	1/18/16	
		=====			
	SENIOR CENTER	977.54			
	LEGISLATIVE				
J P COOKE CO	Supplies/Council Inv #376345	45.25	60848	1/18/16	
JOHN PATERSON	Mileage/Training Council	313.91	60864	1/18/16	
		=====			
	LEGISLATIVE	359.16			
	EXECUTIVE				
BLACK HILLS ENERGY	Utilities/Mayor 5168 6463 76	10.32	60790	1/08/16	
OFFICE DEPOT BUSINESS CREDIT	Supplies/Mayor #812105599	2.14	60859	1/18/16	
OPPD	Utilities/Mayor	22.70	60861	1/18/16	
TIMOTHY MANDOLFO	Supplies/Mayor	70.00	60870	1/18/16	
GERALD WALTRIP	Reimb/Personal Cell Phone Use	50.00	60812	1/08/16	
		=====			
	EXECUTIVE	155.16			
	ADMINISTRATIVE				
AUTOMATED PRINTING INC	Supplies/Admin Inv #23521	340.46	60826	1/18/16	
BLACK HILLS ENERGY	Utilities/Admin 5168 6463 76	67.11	60790	1/08/16	
DAILY NONPAREIL	Subscription/Admin 10008081	150.80	60838	1/18/16	
KONICA MINOLTA BUSINESS	Copier/Admin #9002023012	228.43	60851	1/18/16	
OFFICE DEPOT BUSINESS CREDIT	Supplies/Admin #812106589	15.45	60859	1/18/16	
OFFICE OF AUDITOR OF STATE	Audit Filing Fee/Admin	625.00	60860	1/18/16	
OPPD	Utilities/Admin	147.55	60861	1/18/16	
PAPILLION SANITATION	Dumpster/Admin Inv #4424177	53.53	60863	1/18/16	
PITNEY BOWES GLOBAL	Postage Machine Lease #7233802	155.01	60865	1/18/16	
RESERVE ACCOUNT	Postage Reserve Acct 40752198	250.00	60866	1/18/16	
PRESTO-X	Contract/Admin Inv #30761788	75.35	60805	1/08/16	
PURCHASE POWER	Postage/Admin	251.00	60806	1/08/16	
SCHROER & ASSOCIATES, PC	Audit Expense/Admin #167207	5,500.00	60807	1/08/16	
		=====			
	ADMINISTRATIVE	7,859.69			
	CITY HALL				
ALEAGENT CREIGHTON HEALTH dba	Physicals/City Hall #00132049	85.00	60824	1/18/16	
BLACK HILLS ENERGY	Utilities/City Hall 5168 6463 76	242.65	60790	1/08/16	
CONTROLLED COMFORT HEATING/AIR	Repairs/City Hall #129483	264.25	60874	1/18/16	
COX BUSINESS SERVICES	Phones/Internet City Hall	594.85	60792	1/08/16	
MIDWEST SOUND & LIGHTING, INC.	Equipment/City Hall 0102439-IN	2,527.00	60802	1/08/16	
OPPD	Utilities/City Hall	533.43	60861	1/18/16	

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## CLAIMS REPORT

1/01/2016 THRU 1/31/2016

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	CITY HALL	4,247.18			
	MISC				
AUXIANT	Insurance Admin Fee	150.00	1321205	1/01/16	
	MISC	150.00			
	GENERAL	69,818.48			
	PARKS HOTEL/MOTEL				
	LIABILITIES				
BOMGAARS	UNIFORMS	39.97	60889	1/20/16	
COLONIAL INSURANCE CO	COLONIAL INS	35.75	60883	1/20/16	
COLONIAL INSURANCE CO	COLONIAL INS	37.90	60883	1/20/16	
DELTA DENTAL OF IOWA	DENTAL INS	57.74	60902	1/27/16	
DELTA DENTAL OF IOWA	DENTAL INS	60.91	60902	1/27/16	
FED/FICA TAXES	FED/FICA TAX	850.94	1321198	1/06/16	
FED/FICA TAXES	FED/FICA TAX	820.68	1,671.62	1321209	1/20/16
IPERS	IPERS	509.19	1321210	1/20/16	
IPERS	IPERS	529.54	1,038.73	1321210	1/20/16
GIS BENEFITS	LIFE INSURANCE	12.29	60903	1/27/16	
GIS BENEFITS	LIFE INSURANCE	12.92	60903	1/27/16	
TREASURER, STATE OF IOWA	STATE TAXES	156.11	1321211	1/20/16	
TREASURER, STATE OF IOWA	STATE TAX	151.53	307.64	1321211	1/20/16
WELLMARK BLUE CROSS AND	MEDICAL INS	461.62	60885	1/20/16	
WELLMARK BLUE CROSS AND	MEDICAL INS	485.74	947.36	60885	1/20/16
	LIABILITIES	4,222.83			
	PARKS/RECREATION				
BLACK HILLS ENERGY	Utilities/Parks 5168 6463 76	10.32	60790	1/08/16	
COX BUSINESS SERVICES	Phones/Parks	79.12	60792	1/08/16	
FETT'S CITY SUPER SHOP	Vehicle Repairs/Parks #12931	428.34	60873	1/18/16	
J AND J SMALL ENGINE SERVICE	Supplies/Parks Inv #251410	196.87	60799	1/08/16	
J AND J SMALL ENGINE SERVICE	Equip Repairs/Parks #251868	1,631.51	1,828.38	60847	1/18/16
CARD SERVICES	Fuel/Parks	33.84	60814	1/13/16	
MENARDS	Supplies/Parks Inv #49738	29.98	60854	1/18/16	
MICKLIN LUMBER CO	Supplies/Parks Inv #737188	11.97	60801	1/08/16	
OFFICE DEPOT BUSINESS CREDIT	Supplies/Parks #812105599	8.56	60859	1/18/16	
OPPD	Utilities/Parks	606.32	60861	1/18/16	
PAPILLION SANITATION	Dumpster/Parks Inv #4424177	53.53	60863	1/18/16	
PETTY CASH	Petty Cash - Bowling/Seniors	352.34	60904	1/27/16	
SPRINT	Phones/Parks	101.78	60808	1/08/16	
	PARKS/RECREATION	3,544.48			

# ACCOUNTS PAYABLE ACTIVITY

## CLAIMS REPORT

1/01/2016 THRU 1/31/2016

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	PARKS HOTEL/MOTEL	7,767.31			
	AMBULANCE FEES				
	AMBULANCE				
EMS BILLING SERVICES, INC	Billing/Ambulance Inv 20160044	433.42	1321243	1/20/16	
	AMBULANCE	433.42			
	AMBULANCE FEES	433.42			
	ROAD USE TAX				
	LIABILITIES				
COLONIAL INSURANCE CO	COLONIAL INS	18.58	60883	1/20/16	
COLONIAL INSURANCE CO	COLONIAL INS	16.43	35.01	60883	1/20/16
DELTA DENTAL OF IOWA	DENTAL INS	38.68	60902	1/27/16	
DELTA DENTAL OF IOWA	DENTAL INS	35.51	74.19	60902	1/27/16
FED/FICA TAXES	FED/FICA TAX	767.09	1321198	1/06/16	
FED/FICA TAXES	FED/FICA TAX	705.16	1,472.25	1321209	1/20/16
IPERS	IPERS	503.12	1321210	1/20/16	
IPERS	IPERS	466.09	969.21	1321210	1/20/16
GIS BENEFITS	LIFE INSURANCE	9.31	60903	1/27/16	
GIS BENEFITS	LIFE INSURANCE	8.68	17.99	60903	1/27/16
TREASURER, STATE OF IOWA	STATE TAXES	151.89	1321211	1/20/16	
TREASURER, STATE OF IOWA	STATE TAX	138.99	290.88	1321211	1/20/16
WELLMARK BLUE CROSS AND	MEDICAL INS	553.45	60885	1/20/16	
WELLMARK BLUE CROSS AND	MEDICAL INS	529.29	1,082.74	60885	1/20/16
	LIABILITIES	3,942.27			
	ROAD USE				
BADGER BODY & TRUCK EQUIPMENT	Equip Repair/Maint Inv100803	274.26	60828	1/18/16	
BASS PRO SHOPS	Supplies/Maint#02558-000000248	199.98	60829	1/18/16	
BATTERIES PLUS #78	Supplies/Maint Inv#08-275263	275.97	60830	1/18/16	
BLACK HILLS ENERGY	Utilities/Maint 7038 8375 25	575.83	60790	1/08/16	
BOMGAARS	Supplies/Maint Inv #13189271	272.75	60791	1/08/16	
DATASERV CORPORATION	Cloud Backup Fees/Maint #19068	74.70	60839	1/18/16	
DATASERV CORPORATION	Cloud Backup Fees/Maint #19370	75.15	149.85	60839	1/18/16
DOLLAR GENERAL-MSD 410526	Supplies/Maint #1000478612	12.25	60840	1/18/16	
ECHO GROUP INC	Supplies/Maint #S6601067.001	593.28	60842	1/18/16	
FETT'S CITY SUPER SHOP	Vehicle Repairs/Maint #12899	266.40	60873	1/18/16	
IOWA WORKFORCE DEVELOPMENT	Unemployment/Maintenance	16.42	1321247	1/30/16	
JOHN DAY COMPANY	Equip Repair/Maint Inv 1365729	119.38	60849	1/18/16	
JOHNSON HARDWARE CO	Supplies/Maint #0811409-IN	3.00	60850	1/18/16	
CARD SERVICES	Fuel/Maintenance	270.09	60814	1/13/16	
MENARDS	Supplies/Maint Inv #50539	30.12	60854	1/18/16	
MICHAEL TODD & CO	Supplies/Maint Inv #149770	43.80	60800	1/08/16	
NAPA AUTO PARTS	Vehicle Repairs/Maint #665996	395.90	60899	1/22/16	

# ACCOUNTS PAYABLE ACTIVITY

## CLAIMS REPORT

1/01/2016 THRU 1/31/2016

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
NEFF TOWING SERVICE	Towing/Maint Inv #188002	235.00	60858	1/18/16	
OFFICE DEPOT BUSINESS CREDIT	Supplies/Maint #1345128	258.94	60859	1/18/16	
OFFICE DEPOT BUSINESS CREDIT	Supplies/Maint #812105599	2.14	60859	1/18/16	
OPPD	Utilities/Maintenance	266.72	60861	1/18/16	
PAPILLION SANITATION	Dumpster/Maint Inv #4424177	53.53	60863	1/18/16	
PRESTO-X	Contract/Maint Inv #30761788	33.74	60805	1/08/16	
SCHILDBERG CONSTRUCTION CO	Rock/Maint Acct #009235	891.82	60868	1/18/16	
SPRINT	Phones/Maintenance	227.24	60808	1/08/16	
		=====			
	ROAD USE	5,468.41			
	STREET LIGHTS				
OPPD	Utilities/St Lights	11,676.50	60861	1/18/16	
		=====			
	STREET LIGHTS	11,676.50			
		=====			
	ROAD USE TAX	21,087.18			
	EMPLOYEE BENEFITS				
	POLICE				
AFFINITYCARE INC	Insurance EAP/Police	3.50	60788	1/08/16	
AUXIANT	Health Ins/Police	66.50	1321206	1/05/16	
AUXIANT	Health Ins/Police	110.00	1321207	1/12/16	
AUXIANT	Health Ins/Police	46.28	1321242	1/20/16	
AUXIANT	Health Ins/Police	30.00	1321246	1/26/16	
IOWA WORKFORCE DEVELOPMENT	Unemployment/Police	340.88	1321247	1/30/16	
WELLMARK BLUE CROSS AND	Health Ins/Chambers Correction	129.66	60900	1/22/16	
		=====			
	POLICE	726.82			
	BUILDING INSPECTOR				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Bldg Inspector	68.49	1321247	1/30/16	
		=====			
	BUILDING INSPECTOR	68.49			
	ANIMAL CONTROL				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Animal Control	21.82	1321247	1/30/16	
		=====			
	ANIMAL CONTROL	21.82			
	LIBRARY				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Library	99.95	1321247	1/30/16	
		=====			
	LIBRARY	99.95			
	PARKS/RECREATION				

# ACCOUNTS PAYABLE ACTIVITY

## CLAIMS REPORT

1/01/2016 THRU 1/31/2016

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
AUXIANT	Health Ins/Parks	30.00	1321207	1/12/16	
IOWA WORKFORCE DEVELOPMENT	Unemployment/Parks	69.54	1321247	1/30/16	
		=====			
	PARKS/RECREATION	99.54			
	RESOURCE CENTER				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Resource Center	1.96	1321247	1/30/16	
		=====			
	RESOURCE CENTER	1.96			
	SENIOR CENTER				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Senior Center	117.80	1321247	1/30/16	
		=====			
	SENIOR CENTER	117.80			
	ADMINISTRATIVE				
AUXIANT	Health Ins/Admin	60.00	1321207	1/12/16	
AUXIANT	Health Ins/Admin	30.00	90.00	1321242	1/20/16
IOWA WORKFORCE DEVELOPMENT	Unemployment/Admin		37.15	1321247	1/30/16
		=====			
	ADMINISTRATIVE	127.15			
		=====			
	EMPLOYEE BENEFITS	1,263.53			
	LAKE PROJECTS				
	LAKE PROJECTS				
CITY OF OMAHA CASHIER	Pump Maint/Lake Proj #116113	114.98	60833	1/18/16	
		=====			
	LAKE PROJECTS	114.98			
		=====			
	LAKE PROJECTS	114.98			
	WATER REVENUE				
	LIABILITIES				
AFSCME IOWA COUNCIL 61	UNION DUES	27.93	60787	1/06/16	
AFSCME IOWA COUNCIL 61	UNION DUES	27.93	55.86	60890	1/20/16
COLONIAL INSURANCE CO	COLONIAL INS	33.75	60883	1/20/16	
COLONIAL INSURANCE CO	COLONIAL INS	34.29	68.04	60883	1/20/16
DELTA DENTAL OF IOWA	DENTAL INS	52.21	60902	1/27/16	
DELTA DENTAL OF IOWA	DENTAL INS	52.65	104.86	60902	1/27/16
FED/FICA TAXES	FED/FICA TAX	107.26	1321197	1/01/16	
FED/FICA TAXES	FED/FICA TAX	691.93	1321198	1/06/16	
FED/FICA TAXES	FED/FICA TAX	599.99	1,399.18	1321209	1/20/16
IPERS	IPERS	75.89	1321210	1/20/16	
IPERS	IPERS	431.53	1321210	1/20/16	



# ACCOUNTS PAYABLE ACTIVITY

## CLAIMS REPORT

1/01/2016 THRU 1/31/2016

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
IPERS	IPERS	384.24	891.66	1321210	1/20/16
GIS BENEFITS	LIFE INSURANCE	10.48		60903	1/27/16
GIS BENEFITS	LIFE INSURANCE	10.59	21.07	60903	1/27/16
TREASURER, STATE OF IOWA	STATE TAXES	4.00		1321211	1/20/16
TREASURER, STATE OF IOWA	STATE TAXES	111.50		1321211	1/20/16
TREASURER, STATE OF IOWA	STATE TAX	93.64	209.14	1321211	1/20/16
WELLMARK BLUE CROSS AND	MEDICAL INS	504.17		60885	1/20/16
WELLMARK BLUE CROSS AND	MEDICAL INS	507.60	1,011.77	60885	1/20/16
			=====		
	LIABILITIES		3,761.58		
	WATER				
BACKLUND PLUMBING	Repairs/Water Inv #58780	1,280.00	60827	1/18/16	
COUNCIL BLUFFS WATER WORKS	Water Testing MISC00000271383	100.00	60831	1/18/16	
HOSE & HANDLING INC	Supplies/Water Inv #00101402	96.66	60797	1/08/16	
STATE HYGIENIC LABORATORY	Water Testing Inv #72772	250.00	60845	1/18/16	
TREASURER, STATE OF IOWA	Sales Tax/Water	2,620.82	1321248	1/31/16	
IOWA WORKFORCE DEVELOPMENT	Unemployment/Water	78.29	1321247	1/30/16	
MUD	Water Acct 112000331048	14,715.51	60803	1/08/16	
NE DEPT OF REVENUE	Sales Tax/Water	461.28	1321244	1/22/16	
UPS	Shipping/Water #0000Y505W4525	64.89	60810	1/08/16	
			=====		
	WATER		19,667.45		
			=====		
	WATER REVENUE		23,429.03		
	SEWER REVENUE				
	LIABILITIES				
AFSCME IOWA COUNCIL 61	UNION DUES	46.30	60787	1/06/16	
AFSCME IOWA COUNCIL 61	UNION DUES	46.30	92.60	60890	1/20/16
COLONIAL INSURANCE CO	COLONIAL INS	33.75	60883	1/20/16	
COLONIAL INSURANCE CO	COLONIAL INS	33.04	66.79	60883	1/20/16
DELTA DENTAL OF IOWA	DENTAL INS	65.07	60902	1/27/16	
DELTA DENTAL OF IOWA	DENTAL INS	64.51	129.58	60902	1/27/16
FED/FICA TAXES	FED/FICA TAX	899.23	1321198	1/06/16	
FED/FICA TAXES	FED/FICA TAX	819.50	1,718.73	1321209	1/20/16
IPERS	IPERS	561.61	1321210	1/20/16	
IPERS	IPERS	520.39	1,082.00	1321210	1/20/16
GIS BENEFITS	LIFE INSURANCE	15.87	60903	1/27/16	
GIS BENEFITS	LIFE INSURANCE	15.73	31.60	60903	1/27/16
TREASURER, STATE OF IOWA	STATE TAXES	146.50	1321211	1/20/16	
TREASURER, STATE OF IOWA	STATE TAX	133.01	279.51	1321211	1/20/16
WELLMARK BLUE CROSS AND	MEDICAL INS	687.58	60885	1/20/16	
WELLMARK BLUE CROSS AND	MEDICAL INS	683.04	1,370.62	60885	1/20/16
			=====		
	LIABILITIES		4,771.43		
	SEWER				
AUXIANT	Health Ins/Sewer	30.00	1321242	1/20/16	

# ACCOUNTS PAYABLE ACTIVITY

## CLAIMS REPORT

1/01/2016 THRU 1/31/2016

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
CITY OF OMAHA CASHIER	Sewer / Oct Inv #116216	26,198.42	60833		1/18/16
COX BUSINESS SERVICES	Phones/Sewer	232.64	60792		1/08/16
TREASURER, STATE OF IOWA	Sales Tax/Sewer	361.59	1321248		1/31/16
IOWA WORKFORCE DEVELOPMENT	Unemployment/Sewer	158.38	1321247		1/30/16
CARD SERVICES	Fuel/Sewer	270.08	60814		1/13/16
MENARDS	Supplies/Sewer Inv #49844	584.95	60854		1/18/16
NAPA AUTO PARTS	Equip Repairs/Sewer #670821	244.45	60899		1/22/16
NE DEPT OF REVENUE	Sales Tax/Sewer	424.41	1321244		1/22/16
OPPD	Utilities/Sewer	1,518.78	60861		1/18/16
		=====			
	SEWER	30,023.70			
		=====			
	SEWER REVENUE	34,795.13			
	GARBAGE FEES				
	GARBAGE				
TREASURER, STATE OF IOWA	Sales Tax/Garbage	.98	1321248		1/31/16
IOWA WASTE SYSTEMS, INC	Contract/Garbage Inv 5CX00014	2,373.00	60846		1/18/16
WASTE MANAGEMENT OF NE	Contract/Garbage0013559-4862-9	9,361.17	60872		1/18/16
		=====			
	GARBAGE	11,735.15			
		=====			
	GARBAGE FEES	11,735.15			
	STORM WATER FEES				
	STORM WATER				
OPPD	Utilities/Storm Water	808.66	60861		1/18/16
		=====			
	STORM WATER	808.66			
		=====			
	STORM WATER FEES	808.66			
	VILLAGE POST OFFICE				
	VILLAGE POST OFFICE				
USPS - US POSTAL SERVICE	Postage/Post Office	2,353.85	1321245		1/25/16
		=====			
	VILLAGE POST OFFICE	2,353.85			
		=====			
	VILLAGE POST OFFICE	2,353.85			

# ACCOUNTS PAYABLE ACTIVITY

## CLAIMS REPORT

1/01/2016 THRU 1/31/2016

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
		=====			
TOTAL ACCOUNTS PAYABLE CHECKS		173,606.72			
PAYROLL CHECKS		=====			
001	GENERAL	2,684.32			
600	WATER REVENUE	407.41			
		=====			
PAYROLL CHECKS ON 1/01/2016		3,091.73			
001	GENERAL	24,163.19			
004	PARKS HOTEL/MOTEL	2,672.74			
110	ROAD USE TAX	2,467.01			
600	WATER REVENUE	2,025.29			
610	SEWER REVENUE	2,612.88			
		=====			
PAYROLL CHECKS ON 1/06/2016		33,941.11			
001	GENERAL	1,072.83			
		=====			
PAYROLL CHECKS ON 1/15/2016		1,072.83			
001	GENERAL	22,598.47			
004	PARKS HOTEL/MOTEL	2,542.23			
110	ROAD USE TAX	2,294.86			
600	WATER REVENUE	1,810.84			
610	SEWER REVENUE	2,425.46			
		=====			
PAYROLL CHECKS ON 1/20/2016		31,671.86			
001	GENERAL	818.47			
		=====			
PAYROLL CHECKS ON 1/27/2016		818.47			
		=====			
TOTAL PAYROLL CHECKS		70,596.00			
		=====			
**** PAID	TOTAL ****	244,202.72			
		=====			
***** REPORT TOTAL	*****	244,202.72			
		=====			

**ACCOUNTS PAYABLE ACTIVITY**  
**CLAIMS DEPT SUMMARY****1/01/2016 THRU 1/31/2016**

DEPT DEPT NAME	INVOICE AMT	TOTAL	CHECK#	DATE
LIABILITIES	60,185.63			
POLICE	38,121.05			
FIRE	5,875.19			
AMBULANCE	734.48			
BUILDING INSPECTOR	1,565.97			
ANIMAL CONTROL	789.06			
ROAD USE	10,230.28			
STREET LIGHTS	11,676.50			
TRAFFIC	121.32			
LIBRARY	7,399.32			
PARKS/RECREATION	8,953.94			
LAKE PROJECTS	114.98			
RESOURCE CENTER	208.05			
SENIOR CENTER	3,656.26			
LEGISLATIVE	1,046.91			
EXECUTIVE	1,021.61			
ADMINISTRATIVE	13,990.31			
CITY HALL	4,491.17			
MISC	150.00			
WATER	23,910.99			
SEWER	35,062.04			
GARBAGE	11,735.15			
STORM WATER	808.66			
VILLAGE POST OFFICE	2,353.85			

**OVERTIME AND COMPTIME REPORT**

February 13, 2017

<b><u>MAINTENANCE OVERTIME</u></b>		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
STANLEY OLSEN			
02/09/17	Water break 17th St	1	\$ 26.12
DAMIAN ROTHMEYER - 1/2 Water / 1/2 Sewer			
02/09/17	Water break 17th St	1	\$ 20.78
RANDY SMITH			
02/09/17	Water break 17th St	1	\$ 20.79
<b>TOTAL MAINT OVERTIME:</b>		<b>3</b>	<b>\$ 67.69</b>
<b>TOTAL ALL OVERTIME:</b>		<b>3</b>	<b>\$ 67.69</b>

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<b><u>COMPTIME USED:</u></b>	<b><u>HOURS</u></b>
GARY CHAMBERS	
02/03/17	1
BROCK GENTILE	
02/05/17	1
<b>TOTAL COMPTIME USED:</b>	<b>2 HRS</b>

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<b><u>COMPTIME BALANCES:</u></b>	<b><u>HOURS</u></b>
GARY CHAMBERS	1 1/4
JOSH DRISCOLL	30
BROCK GENTILE	2
RYAN GONSIOR	13 1/4
JON MEYER	1 1/2
RAY OHL	3 1/4
MATT OWENS	26 3/4
ADAM SWINARSKI	5 1/2
<b>TOTAL COMP BALANCES:</b>	<b>83.50</b>

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<b><u>ADMIN HOURS USED:</u></b>	<b><u>HOURS</u></b>
RON ROTHMEYER	
02/10/17	6
<b>TOTAL ADMIN HOURS USED:</b>	<b>6</b>

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<b><u>ADMIN BALANCES:</u></b>	<b><u>HOURS</u></b>
SHAWN KANNEDY	80
RON ROTHMEYER	18
<b>TOTAL ADMIN BALANCES:</b>	<b>98</b>

## Arrest File Listing

DATE RANGE: 01/01/2017 to 01/31/2017  
 AGENCY: IA0780400 - Carter Lake Police Department  
 SORT ORDER: Arrest Date

Arrest No.	Arrest Date	Arrestee Name	Age	Race	Sex	Charge
17-000017	01/02/2017	Cruz, Debra L	22	W	F	1 - Public Intoxication 2 - Trespass of Real Property
17-000022	01/03/2017	Holmes, Jena Kalyann	25	W	F	1 - Warrant Arrest 2 - No Valid Drivers License
17-000192	01/17/2017	Pendley, Joseph Alan	57	W	M	1 - Interference w/Official Acts
17-000224	01/18/2017	Pendley, Joseph Alan	57	W	M	1 - Attempted Burglary 2nd Someone present no injury
17-000227	01/19/2017	Miller, Charles Lee Jr	60	B	M	1 - Fraudulent Practice in the 5th Degree
17-000262	01/21/2017	Hauptman, Hannah Louise	33	W	F	1 - Warrant Arrest
17-000262	01/21/2017	Hocken, Aaron d	39	W	M	1 - Driving While Barred 2 - Interference w/Official Acts 3 - Proof of security against liability (No Insurance) 4 - Improper use of registration 5 - Operating non-registered vehicle
17-000245	01/21/2017	russell, daivell	22	B	M	1 - Possess of Controlled Substance (Marijuana) 2 - No Valid Drivers License
17-000254	01/21/2017	Long, Ryan Matthew	38	W	M	1 - Operating while Intoxicated (OWI) 1st
17-000282	01/23/2017	Walker, Michael E	59	B	M	1 - Operating while Intoxicated (OWI) 1st 2 - Open Container Driver 3 - Fail to maintain or use safety belt
17-000308	01/26/2017	Nelson, Jahren Todd	26	W	M	1 - Driving While Barred
17-000329	01/27/2017	Shoemaker, Jeri D	29	W	F	1 - Warrant Arrest 2 - Warrant Arrest 3 - Possess of Controlled Substance (Meth) 4 - Possess of Controlled Substance (Marijuana) 5 - Possession of Drug Paraphernalia
17-000378	01/29/2017	Wright, Sadie Alexis	18	W	F	1 - Driving Under Suspension or Revoked 2 - Possession of Drug Paraphernalia
17-000407	01/30/2017	Underwood, kassy A	25	W	F	1 - Possess of Controlled Substance (Marijuana) 2 - Possession of Drug Paraphernalia 3 - Driving Under Suspension or Revoked 4 - Proof of security against liability (No Insurance) 5 - Operating non-registered vehicle
17-000427	01/31/2017	caudillo, calista m	23	W	F	1 - Possess of Controlled Substance (Marijuana) 2 - Possession of Drug Paraphernalia
17-000427	01/31/2017	Caballero-zungia, Manuel	21	W	M	1 - Possess control sub w/ intent to deliver 2 - Tax Stamp (Class D Felony) 3 - Possession of Drug Paraphernalia 4 - Interference w/Official Acts 5 - Proof of security against liability (No Insurance) 6 - No Valid Drivers License 7 - Careless Driving

**Total Arrests: 16**

## Incident Report Listing by Beat/District/Zone

DATE RANGE: 01/01/2017 to 01/31/2017  
 AGENCY: IA0780400 - Carter Lake Police Department  
 DETAIL / SUMMARY: Detail  
 SORT ORDER: Beat Zone, Case Number

Case Number	Date / Time Occured		Location	Offense
CENTRAL				6
17-000004	01/01/2017	1:00	111 E. Locust Street @ Sgt Pepper's {} Carter Lake IA 51510}	1 - Burglary 3rd All other burglary not 1st or 2nd 2 - Attempted Burglary 3rd All other burglary 3 - Crim Mischief 4th Property value \$200 to \$500 4 - Crim Mischief 4th Property value \$200 to \$500
17-000008	01/01/2017	1:52	109 Locust Street {} Carter Lake IA 51510}	1 - Attempted Burglary 3rd All other burglary 2 - Crim Mischief 3d Property valued \$500 & \$1000
17-000188	01/16/2017	17:14	1202 Locust Street, Kiwk Shop {} Carter Lake IA 51510}	1 - Theft 5th Amount of \$200 or Less
17-000227	01/19/2017	1:40	1202 Locust St {} Carter Lake IA 51510}	1 - Fraudulent Practice in the 5th Degree
17-000245	01/21/2017	1:22	1200 block of Locust Street {} Carter Lake IA 51510}	1 - Possess of Controlled Substance (Marijuana) 2 - No Valid Drivers License
17-000353	01/28/2017	12:20	1202 Locust St {} Carter Lake IA 51510}	1 - Theft 3rd Between \$500 & \$1000
RIVERSIDE				3
17-000304	01/20/2017	20:35	2210 Abbott Plaza, Country Inn and Suites {} Carter Lake IA 51510}	1 - Vehicle Burglary 2 - Crim Mischief 4th Property value \$200 to \$500
17-000378	01/29/2017	20:06	2200 Abbott Drive {} Carter Lake IA 51510}	1 - Driving Under Suspension or Revoked 2 - Possession of Drug Paraphernalia
17-000407	01/30/2017	22:51	2400 block of 13th Street {} Carter Lake IA 51510}	1 - Possess of Controlled Substance (Marijuana) 2 - Possession of Drug Paraphernalia 3 - Driving Under Suspension or Revoked 4 - Proof of security against liability (No Insurance) 5 - Operating non-registered vehicle
LAKESIDE				3
17-000347	01/28/2017	2:11	3510 N 9th St lot 100 {} Carter Lake IA 51510}	1 - Possession of Drug Paraphernalia
17-000415	01/28/2017	14:00	3510 N.9th St. Lot #316. {} Carter Lake IA 51510}	1 - Theft 5th Amount of \$200 or Less
17-000427	01/31/2017	20:26	9th Street and Avenue K {} Carter Lake IA 51510}	1 - Possess control sub w/ intent to deliver 2 - Tax Stamp (Class D Felony) 3 - Possession of Drug Paraphernalia 4 - Interference w/Official Acts 5 - Proof of security against liability (No Insurance) 6 - No Valid Drivers License 7 - Careless Driving 8 - Possess of Controlled Substance (Marijuana) 9 - Possession of Drug Paraphernalia
NAKOMIS				3
17-000138	01/12/2017	21:00	914 Silver Lane {} Carter Lake IA 51510}	1 - Motor Vehicle Theft

Case Number	Date / Time Occured		Location	Offense
17-000224	01/18/2017	23:15	1014 Hiatt Ave {   Carter Lake IA 51510 }	1 - Attempted Burglary 2nd Someone present no injury
17-000329	01/26/2017	23:35	11th and Ave O {   Carter Lake IA 51510 }	1 - Warrant Arrest 2 - Warrant Arrest 3 - Possess of Controlled Substance (Meth) 4 - Possess of Controlled Substance (Marijuana) 5 - Possession of Drug Paraphernalia

**TOTAL REPORTS = 15**



Meeting Date: \_\_\_\_\_ Location: \_\_\_\_\_

Location: \_\_\_\_\_


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# SAFETY ACTION PLAN

Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	

# Carter Lake Fire Department Monthly Report

## Proudly Serving since 1956

Department Head: Chief Eric Bentzinger

Report done by: Coordinator Phillip Newton

Contact information: Station # 712-347-5900

Email: [clfire@carterlake-ia.gov](mailto:clfire@carterlake-ia.gov)

**\*\* \*\* Check us out on Facebook—Carter Lake Fire Department \*\*\*\***

**Month: January 2017**

**Financial Performance:** Savings, Expenditures, Also Report any opportunity to save the city dollars:

**Continuous Issues:** Report any projects out of the normal work day:

**Employee and Organization Development:** Meetings, Trainings, Community Events, Others attended:

Pancake Breakfast: **Pancake Breakfast is March 5th at the fire station- 2907 N. 9 th Street**

1-3 Meetings:	6:30-Done	Officers 7 members, Mass 28 members, Smoke Eaters 24 members
1-7 Fire training:	9-noon	Building Construction and truck checks 9 members
1-10 Fire training:	7-10pm	Building construction and truck/equipment checks 11 members
1-17 EMS training:	7-10pm	Trauma, Hemorrhage, Fluid Resuscitation, CNS Injury 17 members

Special Trainings for Fire and City Employees

1-11 Police training: 8-11am Police Officers CPR/AED recertified

**Safety and Response Report:** Please see safety minutes attached to email

Safety Committee: Next Meeting is March 1<sup>st</sup> & April 5<sup>th</sup> - 13:00 at City Hall.

Total Calls for the month:                      2016 - 384 Total Calls                      2015 - total calls, 367                      2014 - Total calls, 372

EMS calls: 28

Fire/Other calls: 4

**Other:** Additional Information for Mayor/Council and Citizens:

1. Starting in March, Pancake breakfast New Hours will be 07:30 till 12:00
2. We have 4 new members in the process of starting

Library Board Meeting  
Brooks-Fennell Multi-Purpose Room

January 30, 2017 6:00 p.m.

Attendees: Bonnie Freeman, Delbert Settles, Viki Hawkins, Kim Smith, and Victor Skinner. Library Director, Theresa Hawkins. Absent: Patti Midkiff. Tyke Darveaux arrived late.

Bonnie called the meeting to order.

Public presentation to or discussion with the Board – Mayor Waltrip and Councilman Cumberledge were present for the meeting.

Minutes: Kim made the motion to accept the January minutes. Delbert seconded. The motion passed.

Financial Report: Viki made the motion to approve the financial report. Delbert seconded. Motion passed.

Action on Bills: Viki made the motion to approve the bills. Delbert seconded. Motion passed.

Librarian' Report:	<b>November Statistics</b>
Door Count	1098
Patron Computer Usage	194
WIFI Usage	110
Library Revenue Photocopies	\$24.70 (247 pages)
Library Revenue Computer Printouts	\$22.75 (227 pages)
Library Revenue Faxes	\$29.25 (117 pages)
Library Donations	\$65.62
	<b>December Statistics</b>
Door Count	1085
Patron Computer Usage	181
WIFI Usage	98
Library Revenue Photocopies	\$31.10 (311 pages)
Library Revenue Computer Printouts	\$30.00 (300 pages)
Library Revenue Faxes	\$16.25 (65 pages)
Library Donations	\$108.40

Library Director's January CE classes:

January 5, 2017 9:00 to 10:30 a.m. – How to Deal with Problem Parents, Unattended Children and Disruptive Patrons.

January 19, 2017 9:00 a.m. to 7:30 p.m. – Innovative Libraries Online Conference.

January 25, 2017 10:30 to 12:00 – All Iowa Reads "Bottomlands".

January 31, 2017 1:00 to 2:20 p.m. – Intellectual Freedom, Censorship and Confidentiality.

Adult Book Club will meet Monday, February 6<sup>th</sup> at 11:30 a.m. with everyone bringing their own lunch and discussing the book "The Girls of Atomic City".

General Information Report - 2016

<b>Total Circulation</b>	<b>21,439</b>
Total Downloadable Material (BRIDGES)	435
<b>Total Registered Patrons</b>	<b>1,852</b>
Total Number of People Attending Library Programs for Children	2,900
Total Number of People Attending Library Programs for Young Adults	1,612
Total Number of People Attending Library Programs for Adults	280
<b>Meeting Room Use Annually (Non Library)</b>	<b>133</b>
<b>Door Count Annually</b>	<b>15,949</b>
Reference Transactions Annually	510
<b>Public Computer Use Annually</b>	<b>2,857</b>
<b>Wireless Use Annually</b>	<b>1,314</b>

(Does not include WIFI being accessed outside the building and in the parking lot)

Library Materials Added	985
Library Materials Deleted	488
ILL request from other libraries	42
ILL request to other libraries	39

Unfinished Business:

Library Budget – Discussed that budget was presented to City Council – no changes were made to date. Next meeting is Wednesday, February 1<sup>st</sup> at 5:00 pm.

New Business:

Program Updates/Library Personnel – Theresa has started adult programming and will start new children’s programming in the fall. New job description was presented to the Library Board for review. Will look over and adopt at a special meeting. Will present to the City Council at the regular meeting on February 20, 2017.

Review Library Board By-Laws

Reviewed and updated Board by-laws. Kim made the motion to accept the amended by-laws. Victor seconded. Motion passed.

Kim made the motion to adjourn and Delbert seconded. Meeting adjourned.

Submitted by:

Viki Hawkins, Secretary

January 31, 2017

**CITY OF CARTER LAKE  
APPLICATION FOR CITY COUNCIL AGENDA**

Name:

Library Board

Address:

1120 Willow Dr.

Phone:

712-347-5492

Meeting Date Requested:

2-20-2017

Mail request to:

City Clerk  
950 Locust Street  
Carter Lake, IA 51510

Or Fax to: 712-347-5454

Or Email to:

[Lisa.Ruehle@carterlake-ia.gov](mailto:Lisa.Ruehle@carterlake-ia.gov)

Agenda Item Request (please give a detailed description of the request):

Library promotion to management  
salaried position.

Please submit any supporting documents with this application.

City Council Meetings are held the third Monday of each month. The City Clerk must receive agenda requests by 12:00 PM on the Wednesday prior to the meeting.

Signature:

Shirley Hawkins  
For Library Board

Date:

2-14-2017

For Office Use Only:

Date received in Clerk's office: \_\_\_\_\_

**EDWARD F. OWEN MEMORIAL LIBRARY  
JOB DESCRIPTION**

**JOB TITLE:** Assistant Library Director

**DEPARTMENT:** Library

**IMMEDIATE SUPERVISOR:** Library Board of Trustees

**NATURE OF WORK:** Works under the general direction of the Library Board of Trustees, performs administrative duties that include assisting/directing in the daily operation of the library. Shall possess the required skills, abilities and knowledge of the principles and practices of modern library administration. Must be able to plan, develop and coordinate all programs and services of a municipal public library.

**EDUCATION STANDARDS:** Five years of experience in public library work. Must be certified within 2 years of hire with the completion of Public Library Management 1 and 2 and keep certification current according to the In Service to Iowa Public Library Standards – 15 Continuing Education (CE) classes per year. Must have work experience and general knowledge of business and office practices that include clerical and computer work. Ability to work with the public is essential.

**RESPONSIBILITIES OF POSITION:** Assists in the daily operation and running of the library; including providing reference assistance to library patrons, compiling daily, monthly, and yearly statistical reports, checking library materials in and out for circulation, shelving books, cataloging library material and yearly weeding of materials. Participates in the preparation of the library annual budget and manages non-personal expenditures including library and custodial supplies and equipment and services for building repairs. Oversees all contractual services and operations and inspects building and grounds for safety compliance. Recommends the hiring, disciplining and firing of any additional employees. Manages library operations and attends Library Board Trustee meetings in the absence of the Director. Reviews and approves recommendations by library patrons and/or revisions to library policies or programs; submits recommendations to the Director and Library Board for final approval. Participates in formulating policies on book selection, service programs, publicity and public relations. Participates in updating and amending library policies, procedures and techniques. Performs all duties within the scope of this classification.

The Assistant Library Director is hired by the Library Board and is evaluated for merit review by the Library Board. Will receive yearly raises as set by the Library Board of Trustees and upon completion of all management and certification requirements. The Assistant Library Director is a full time salaried position.

This form is used to provide a general description of job duties. It is not intended to define the limits of job duties performed by the employee.



FOR OFFICE USE: CASE# \_\_\_\_\_  
Z.B.A. Public Hearing: \_\_\_\_\_  
Signs Issued: \_\_\_\_\_/\_\_\_\_\_/by \_\_\_\_\_

Receipt # \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_

=====

APPLICATION FOR PLANNING BOARD AGENDA

(Office Greg)

1. APPLICANT: Superior Lighting INC (Greg Smith) Phone: 402-345-0800  
Address: 2121 S. 24<sup>th</sup> Omaha Neb \*Status: (David) 402-319-6048
2. REPRESENTED BY: David Conley (Greg Smith) Phone: 402-345-01  
Address: 2121 S. 24<sup>th</sup> Omaha, Neb
3. STREET ADDRESS/LOCATION: Abbott Drive  
Carter Lake, Ia 51510
4. LEGAL DISCRIPTION: CARTER LAKE OWEN PARKWAY  
Replat one, LT 1
5. OWNERS NAME: OMA Lodging & LLC
6. OWNERS ADDRESS: 6007 NORMAN ROAD  
Lincoln, ne. 68512
7. REASONS FOR REQUEST AND INTENDED USES: Signage for a  
New Motel
8. ZONING DISTRICT: B-2
9. PRESENT USE: NEW CONSTRUCTION
10. COPY OF BLUEPRINTS OF INTENDED STRUCTURE.
11. ADMINISTRATIVE DECISION ISSUED: \_\_\_\_\_

FOR OFFICE USE

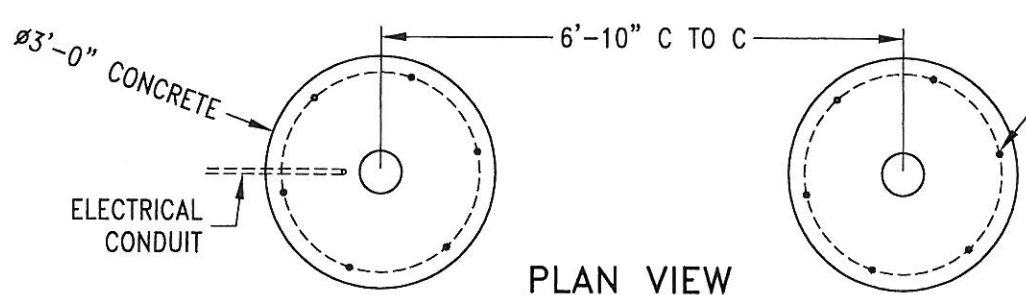
12. ATTACHED TO THE APPLICATION ARE:
- a. Denied "Building Permit Application" form.....
  - b. Approves.....
  - c. Restrictions.....

THE FACTS PRESENTED ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE:

13. SIGNATURE: David W Conley Date: 1/31/17  
TYPED OR PRINTED NAME: David W Conley \*Status: \_\_\_\_\_

\*NOTE: P.O. = Property Owner  
O.H. = Legal Optionholder

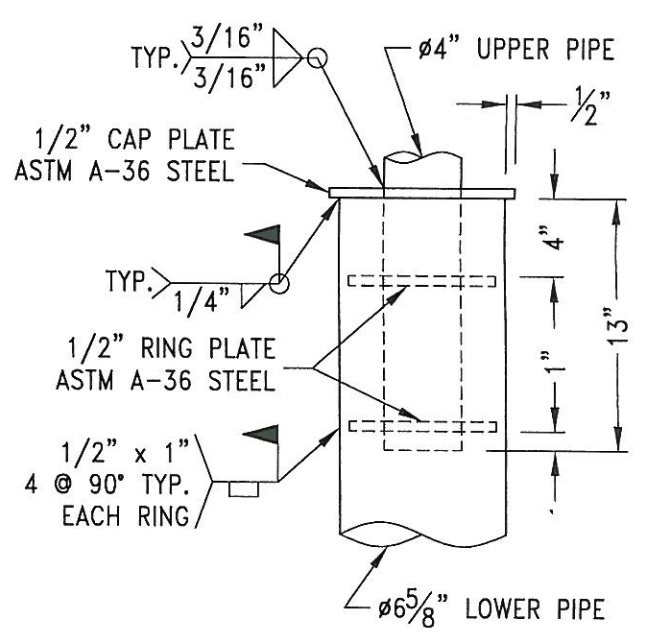
C.P. = Contract Purchaser  
A. = Owner's authorized agent



PLAN VIEW

QTY. CONCRETE: 1.3 CU. YDS. EACH

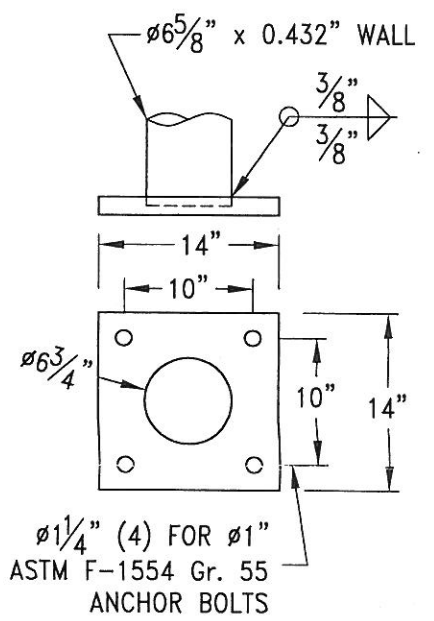
(6) #4 REBAR x 6'-1" LG. EQUALLY SPACED ON 31" CIRCLE w/(9) #3 TIES: TOP (3) IN 1st 5", (3) ON 8" CENTERS, (3) ON 14 1/2" CENTERS.



JOINT DETAIL

4" x 0.226" WALL (3 1/2" SCH. 40) STEEL PIPE  
ASTM A-252 Gr. 3 7'-2" THRU SIGN & CLADDING  
+ 1'-1" INSERTED = 8'-3" LG.

6 5/8" x 0.432" WALL  
(6" SCH. 80)  
ASTM A-252 Gr. 3  
STEEL PIPE



BASE PLATE DETAIL

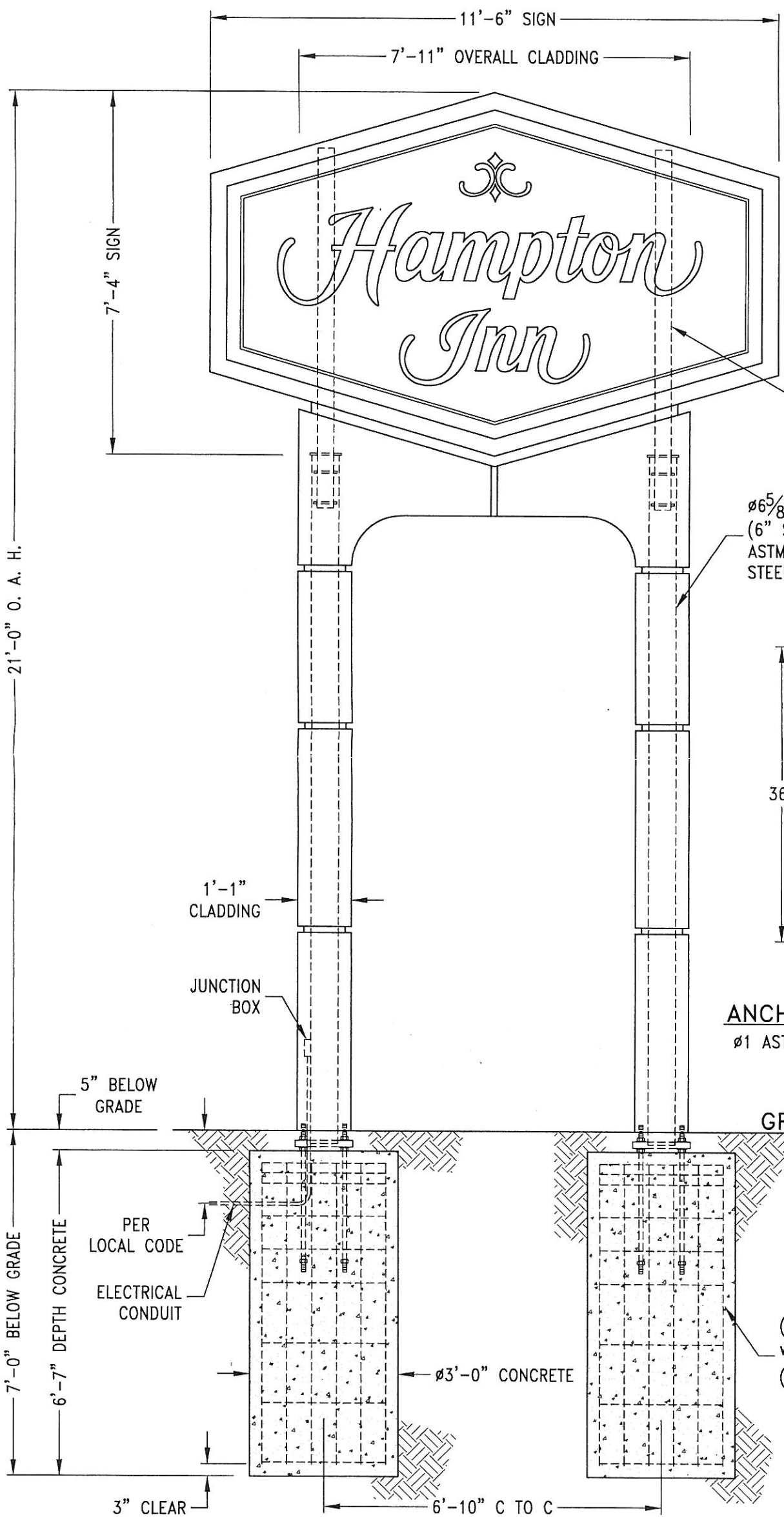
ANCHOR BOLT DETAIL

Ø1 ASTM F-1554 Gr. 55 STEEL



*Clifford W. Leverenz*  
1/13/17

(6) #4 REBAR x 6'-1" LG. EQUALLY SPACED ON 31" CIRCLE w/(9) #3 TIES: TOP (3) IN 1st 5", (3) ON 8" CENTERS, (3) ON 14 1/2" CENTERS.



ELEVATION VIEW

FOUNDATION DESIGN NOTES:

1. Concrete shall have a minimum compressive strength of 3000 PSI at 28 days.
2. Caisson footings designed using a soil bearing force of 250 PSF per foot Lateral. If this soil condition does not exist, it is the Erector's responsibility to have a new base designed for the existing soil conditions by a Licensed Structural Engineer.

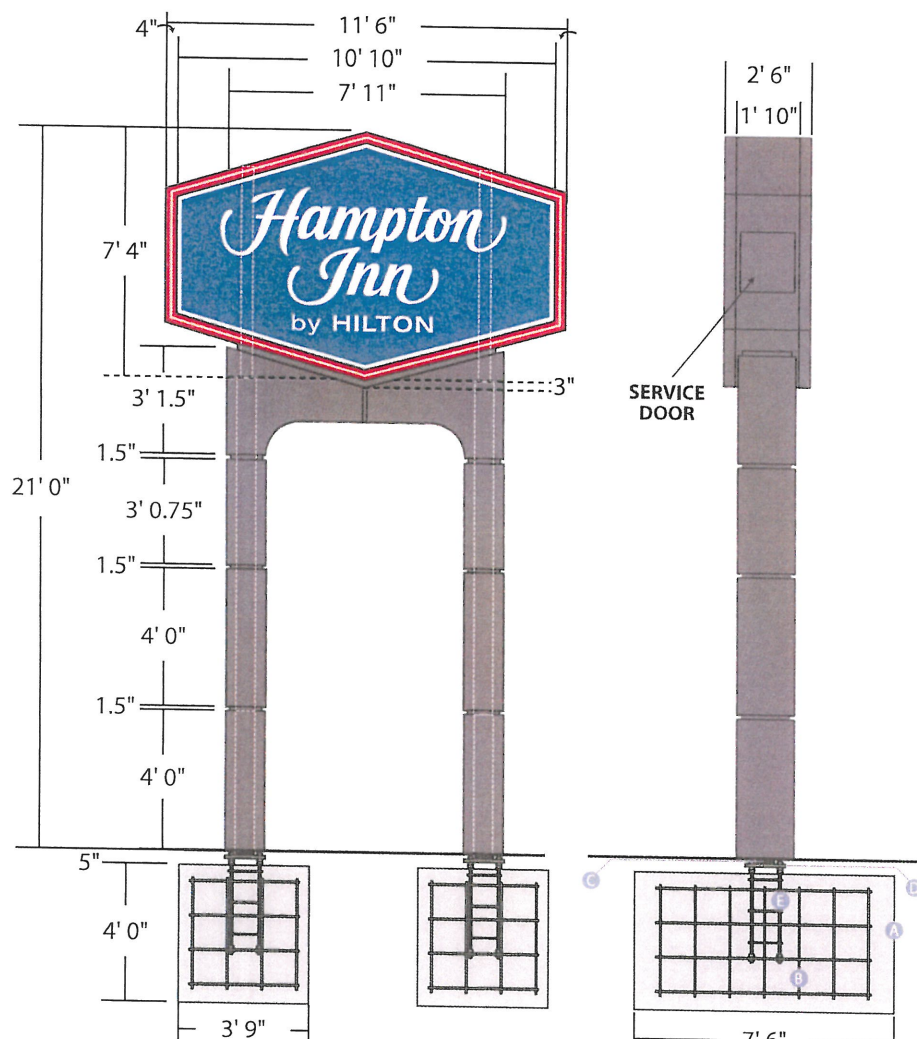
DESIGN WIND LOAD:

Based on the Iowa State Building Code (2015 IBC) using Risk Category II, Exposure C and 115 mph wind speed.

SITE:  
Hampton Inn  
2020 Abbott Drive  
Carter Lake, Iowa 51510

A	11 Jan 17	RELEASED FOR PERMITTING	J. HOGAN
REV	DATE	DESCRIPTION	APPROVED
Robert-James & Associates, Inc.			
12255 West 187th Street, Mokena Illinois 60448-9737			
phone: 708-479-8385 fax: 708-479-8395 email: rja37@comcast.net			
TITLE 21'-0" OAH TWIN POLES w/ CLADDING FOR HAMPTON INN ID SIGN			
DRAWN BY	A. KLOTZKE	DATE	11 Jan 17
CHECKED BY	J. HOGAN	DATE	11 Jan 17
SCALE	NONE	DRAWING NUMBER	1701038
SHEET	1 OF 1	REV.	A





Scale: 3/16" = 1'

## MATERIALS / COLORS

### CABINET:

2" x 2" x .187" angle iron frame, 2' 6" x .063" alum. filler painted to match PMS 425c Gray (smooth finish). Inside of cabinet to be painted with light enhancement paint. .080" fabricated alum. border tube channel, 2-1/2" deep, painted to match 3M 3630-53 Red, common filler painted PMS 425c Gray (smooth finish).

### RETAINERS:

1-1/2" wide x .063" alum. false retainer to create border on face.

### FACES:

3M 945 white Panaflex w/ 1st surface PSV as follows:

Background to be 3M VTB 12674 Opaque Blue,  
Wide outer border to be 3M 3630-53 Trans. Red,  
Copy & cartouche to be white sho-thru,  
Inner 1-1/2" wide stripe to be 3M 3635-10 Opaque White.

### POLE CLADDING:

.063" alum. painted to match PMS 425c Gray (stipple finish)  
w/ 1" x 1" x 1/8" alum. tube frame.

### REVEALS:

.063" alum. painted to match PMS 425c Gray (smooth finish)

### LIGHTING/ELECTRICAL:

Signs Internally Illuminated With GE Tetra Powerstrip DS White LED

GE Tetra Contour LS LED borders

GE PS24-180U Power Supplies

## NOTES

- 1) UL LABELS REQUIRED - INSTALL IN ACCORDANCE WITH NEC
- 2) UNDERGROUND ELECTRICAL PRIMARY SERVICE PROVIDED TO SIGN BY CUSTOMER'S ELECTRICIAN. FINAL CONNECTION MADE BY SIGN CONTRACTOR AS DETERMINED PER LOCAL SIGN ORDINANCES.
- 3) IF AVAILABLE POWER IS NOT 120 VOLT, THEN A DIFFERENCE IN PRICE WILL APPLY OR A STEP DOWN TRANSFORMER WILL NEED TO BE USED.

## POLE / FOOTING

### SPREAD FOOTING OPTION:

- (2) 3' 9" x 7' 6" x 4' 0" concrete, #3000 mix, 5" below grade
- (2) 5/8" rebar cage, 1' x 1' grid pattern
- (2) 6"OD Schedule 80 Steel Pipe
- (2) 14" x 14" x 1" thk. steel baseplates
- (8) 1" x 36" steel anchor bolts

Print History	Date	Description	Title	Hampton Inn	Sign Type	HI P82 RDR BT	12.5.12
7698MR	11/7/16		City/State	Carter Lake, IA	Location	Ref. Site Plan	
			Customer	Hampton Inn	Size	"HI" CAB: 7' 4" x 11' 6" (84.3 sq ft)	
			Acct Exec.	AC		OAH: 21'	
			Quote	35027	Description	DFI Pylon w/ LED Border Tube	
			Line	18			

**LAURETANO**  
SIGN GROUP

1 Tremco Drive. Terryville, CT 06786  
phone: 860.582.0233 fax: 860.583.0949  
signs@lauretano.com www.lauretano.com

# UNION SUPPOSAL

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**BETWEEN  
CITY OF CARTER  
LAKE  
AND  
LOCAL 3642**

**AMERICAN FEDERATION  
OF STATE COUNTY AND MUNICIPAL EMPLOYEES  
IOWA/COUNCIL 61**

---

**Supposal 3 year extension**

**Wages 2.5% per year**

**Insurance no Change**

**Insert the following into Article 13 sec 1**

The wages and steps so established are minimum. Employer reserves the right to pay rates higher than such negotiated rates for meritorious service by an employee.

All other Contract Language stays the same

**Signature**

**Julie Dake Able  
Union Staff Rep**

**Tim Parker  
President local 3642**

**(These agenda items should be incorporated with the other items in your regular agenda and posted/published as required.)**

#### AGENDA ITEMS

Governmental Body: The City Council of the City of Carter Lake in the State of Iowa.  
Date of Meeting: February 20, 2017.  
Time of Meeting: 7:00 P.M.  
Place of Meeting: Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

#### **Amended and Restated Carter Lake Urban Renewal Plan #5**

- Public hearing on the proposal to enter into a Development Agreement with Williams Enterprises, LLC.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Carter Lake and Williams Enterprises, LLC.

Such additional matters as are set forth on the additional \_\_\_\_\_ page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

---

City Clerk, City of Carter Lake in the State of Iowa

February 20, 2017

The City Council of the City of Carter Lake in the State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa, at 7:00 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Carter Lake and Williams Enterprises, LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 364.6 of the City Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

**(Attach here a summary of objections received or made, if any)**

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARTER LAKE AND WILLIAMS ENTERPRISES, LLC", and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

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

\_\_\_\_\_

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

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF CARTER LAKE AND WILLIAMS  
ENTERPRISES, LLC

WHEREAS, by Resolution No. 33-09, adopted June 15, 2009, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Amended and Restated Carter Lake Urban Renewal Plan (the "Plan") for the Carter Lake Urban Renewal Area #5 (the "Urban Renewal Area" or "Area") described therein, which Plan will be filed in the office of the Pottawattamie County Recorder; and

WHEREAS, by Resolution No. 75-2013, adopted December 30, 2013, this City Council approved and adopted an Amendment No. 1 to the Plan; and

WHEREAS, by Resolution No. 19-2015, adopted March 2, 2015, this City Council approved and adopted an Amendment No. 2 to the Plan; and

WHEREAS, by Resolution No. 57-2016, adopted November 21, 2016, this City Council approved and adopted an Amendment No. 3 to the Plan; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan, as amended; and

WHEREAS, the City has received a proposal from Williams Enterprises, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement and consisting of the renovation of the Minimum Improvements into a call center/distribution center and appropriate parking and support facilities, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to thirty (30) consecutive semi-annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$500,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement would also obligate the Developer to operate a business within in the Minimum Improvements; and



WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$2,115,000; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development and blight remediation in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds 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. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CARTER LAKE IN THE STATE OF IOWA:

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of a grant to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 20<sup>th</sup> day of February, 2017.

---

Mayor

ATTEST:

---

City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

(SEAL)

**AGREEMENT FOR PRIVATE DEVELOPMENT**

**By and Between**

**CITY OF CARTER LAKE, IOWA**

**AND**

**WILLIAMS ENTERPRISES, LLC**

February , 2017

**AGREEMENT  
FOR  
PRIVATE DEVELOPMENT**

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_\_ day of February, 2017, by and between the CITY OF CARTER LAKE, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2015, as amended (hereinafter called "Urban Renewal Act"), and WILLIAMS ENTERPRISES, LLC, a Nebraska limited liability company (hereinafter known as "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Carter Lake Urban Renewal Area #5 (the "Area"), which is described in the Amended and Restated Carter Lake Urban Renewal Plan #5 approved for such area by Resolution No. 33-09 on June 15, 2009, as amended by Amendment No. 1 authorized by Resolution No. 75-2013 adopted on December 30, 2013, by Amendment No. 2 authorized by Resolution No. 19-2015 adopted on March 2, 2015, and by Amendment No. 3 authorized by Resolution No. \_\_\_\_\_ adopted on November 21, 2016, and any subsequent amendments thereto ("Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, has been recorded among the land records in the office of the Recorder of Pottawattamie County, Iowa; and

WHEREAS, Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted with a goal of providing job retention and creation and a business operation at this site as well as eliminating blight.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**ARTICLE I. DEFINITIONS**

Section 1.1 Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area shall mean the area known as the Carter Lake Urban Renewal Area # 5, as amended and as amended from time to time.

Base Year Valuation shall be deemed to be the assessed valuation of the Development Property including all improvements thereon as of January 1, 2015, which is \$1,311,259.00 (land and buildings).

Carter Lake Urban Renewal Tax Increment Revenue Fund # means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the obligations of the City otherwise incurred by the City for the projects undertaken pursuant to the Urban Renewal Plan for the Area and this Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement, and provided to Developer pursuant to Section 3.4 of this Agreement.

City means the City of Carter Lake, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2015, as amended.

Commencement Date means the date of this Agreement.

Developer means Williams Enterprises, LLC, a Nebraska limited liability company, and its successors and assigns.

Development Grants mean the payments to be made by the City to Developer under Article VIII of this Agreement.

Development Property means that portion of the Urban Renewal Area of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Minimum Private Improvements shall mean the Development Property and the renovation of a call center/distribution center of approximately 65,000 square feet and appropriate parking and support facilities. The construction of the Minimum Private Improvements is expected to be completed by July 1, 2017, and will require a total investment sufficient to support the Development Grants described herein. See Exhibit B. The parties agree that the assessed value for the existing property is \$1,311,259.00 (land and buildings) as of January 1, 2015; and this valuation shall be the base year valuation for the purposes of determining the Tax Increments. The value after construction of the Minimum Private Improvements for the purpose of this Agreement will not be less than \$2,115,000.00 (land and buildings) (Minimum Actual Value), but the Pottawattamie County Assessor will make the final determination as to the value. The increased value, over and above Base Year Valuation (land and buildings), that is attributed to the construction of the

Minimum Private Improvements is the value upon which the Development Grants will be measured.

Ordinance means Ordinance No. 612, under which the taxes levied on the taxable property in the Area shall be divided and a portion paid into the Carter Lake Urban Renewal Tax Increment Revenue Fund #5, as amended.

Project shall mean the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

Tax Increment(s) means the property tax revenues on the incremental assessed value (the assessed value above the Base Year Valuation) for the Development Property divided and made available to the City for deposit in the TIF Account of the Carter Lake Urban Renewal Tax Increment Revenue Fund #5 under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

TIF Account means a separate account within the Carter Lake Urban Renewal Tax Increment Revenue Fund #5 of the City in which there shall be deposited Tax Increments received by the City based upon the completion of the Minimum Private Improvements.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or



instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

**Section 2.2     Representations and Warranties of Developer.** Developer makes the following representations and warranties:

a.        Developer is a limited liability company duly organized and validly existing under the laws of the State of Nebraska, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b.        This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c.        The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d.        Developer will cause the Minimum Private Improvements to be constructed in substantial accordance with the terms of this Agreement and all local, State, and federal laws, ordinances and regulations.

e.        Developer anticipates that this Project will result in the creation of an average of 6 to 8 full-time jobs and 8 to 12 part-time jobs within the City and the State of Iowa. The parties hereto understand and acknowledge that this projection is an estimate only and neither Developer, nor its tenant or operator, is under any obligation to maintain a certain employment level for the purposes of this Agreement, but Developer is required to continue operations in the Minimum Private Improvements through the Termination Date to remain eligible for the Development Grants.

f.        Developer will use its good faith reasonable efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Private Improvements may be lawfully constructed.

g.        The construction of the Minimum Private Improvements and site acquisition will require a total investment of approximately \$2,115,000.00.

h.        Developer has the financial wherewithal to arrange for the successful construction of the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.



i. Developer will reasonably cooperate with the City in the resolution of any traffic, storm water, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements; provided, however, Developer shall not be required to install, construct or pay for any additional public or private improvements other than the Minimum Improvements and those other improvements specifically set forth in this Agreement or any other agreement between the Developer and the City relating to the construction and installation of such public and private improvements. Developer expects that, barring Unavoidable Delays, the Minimum Private Improvements will be completed by July 1, 2017. Notwithstanding the foregoing, the City recognizes and agrees that Developer may, in its sole discretion, cease the construction, development and/or operation of the Development Property and it is expressly agreed that nothing herein shall be construed to contain a covenant, either express or implied, to commence operation of a business or thereafter continuously operate a business on the Development Property.

j. Developer expects that, barring Unavoidable Delays, the Minimum Private Improvements will be completed by July 1, 2017. Notwithstanding the foregoing, the City recognizes and agrees that Developer may, in its sole discretion, cease the construction, development and/or operation of the Development Property and it is expressly agreed that nothing herein shall be construed to contain a covenant, either express or implied, to commence operation of a business or thereafter continuously operate a business on the Development Property. Developer understands and agrees that if the Minimum Private Improvements are not timely completed or a business is not operated on the Development Property upon completion of the Minimum Private Improvements then Developer will not be entitled to receive any Development Grants.

k. Developer would not undertake its obligations under this Agreement without the payment by the City of the Development Grants being made to Developer pursuant to this Agreement.

l. To the best of the Developer's knowledge: (a) that there is no threatened investigation or inquiry by any Governmental Authority under any Environmental Laws relating to the Property; (b) that there does not exist non-compliance with Environmental Laws or with permits issued pursuant thereto in connection with the Property; (c) that the Developer has not received any written notice or notification, or other communication from any person or entity (including, but not limited to, Governmental Authority) relating to hazardous materials or remediation thereof, or other Environmental conditions in connection with the Property; and (d) that there have been no violations of any Environmental Laws relating to the Property.

### **ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS**

**Section 3.1 Construction of Minimum Private Improvements.** Developer agrees that it will cause the Minimum Private Improvements to be constructed on the Development Property in substantial conformance with the Construction Plans (defined below) submitted to the City. Developer agrees that the scope and scale of the Minimum Private Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Private Improvements as detailed and outlined in the Construction Plans, and the Minimum Private Improvements, together with the Public Improvements to be installed by the City, shall require a total investment sufficient to support the Development Grants described herein, which is anticipated to be approximately \$2,115,000.00.

Section 3.2 Minimum Private Improvement Construction Plans. The project is a major renovation and update of the Property, but will not require architectural plans to be submitted to the City for approval. The words "Construction Plans" mean the Developer's non-structural renovations to the Property performed in general accordance with the pre-approval discussions by and between the Developer and the City of Carter Lake.

Section 3.3 Commencement and Completion of Construction of Minimum Private Improvements. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Private Improvements to be undertaken and substantially completed: (i) by no later than July 1, 2017; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Private Improvements shall be in conformity with the building codes and standards of the City of Carter Lake to be approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Private Improvements to inspect such construction and the progress thereof.

Section 3.4 Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Private Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause the completion of construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Private Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

#### ARTICLE IV. RESERVED

#### ARTICLE V. INSURANCE

##### Section 5.1 Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage and/or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Private Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, their directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Private Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage and/or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Private Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Private Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that

Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V shall be taken out and maintained in responsible insurance companies selected by Developer, who are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements. With respect to the insurance requirements set forth herein for the Minimum Private Improvements, the insurance may terminate upon the Termination Date.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Private Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Private Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the net proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Private Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

#### ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1 Maintenance of the Development Property. Developer will maintain, preserve, and keep the Development Property, including but not limited to the Minimum Private Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2 Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Minimum Private Improvements.

Section 6.3 Non-Discrimination. In the construction of the Minimum Private Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical

disability, or familial status. In addition to the standard of behavior set out above regarding non-discrimination the Developer when undertaking the aforementioned activities shall act in a fashion consistent with all applicable state and local laws governing discrimination.

Section 6.4 Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.5 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) notification as to when the Minimum Improvements are fully assessed; (ii) proof that all ad valorem taxes on the Development Property and Minimum Private Improvements have been paid for the prior fiscal year and for all taxes due and payable as of the date of the annual certification for the current fiscal year; (iii) a certification that, to the best of such officer's knowledge, the Development Property is being operated in conformance with all applicable local, state and federal laws and regulations; and (iv) a certification that, to the best of such officer's knowledge, as of the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2018 and ending on November 1, 2033, both dates inclusive, and Developer shall provide supporting information for its annual certification upon request of the City. See Exhibit E for the required form of Annual Certification.

Section 6.6 Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) (2011) specifying the Assessor's Minimum Actual Value for the Minimum Private Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit F ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, the Developer shall agree to a minimum actual value for the Minimum Private Improvements to be constructed on Development Property of not less than Two Million Four Hundred Seventy Thousand Dollars (\$2,115,000.00) (land and buildings) from the time Development Property is fully assessed, (anticipated to be no later than January 1, 2018), until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value". Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Assessor's Minimum Actual Value nor prohibit the Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that in the event that Developer shall seek and obtain a reduction of such actual value below the Assessor's Minimum Actual Value in any year during the term of the Assessment Agreement, the amount of the Development Grants available to Developer shall be adjusted accordingly. The Assessment Agreement shall remain in effect until January 1, 2033 for collection of taxes in fiscal year 2033 ("Assessment Agreement Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided

in Iowa Code Section 403.6(19) and shall be filed for record in the office of the Pottawattamie County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or lienholder, as well as all prior lienholders, each of which prior lienholders shall sign a consent to the Minimum Assessment Agreement. Note that the above is based on the first full assessment of the Minimum Private Improvements on or after January 1, 2018. If the completion of the Minimum Private Improvements is delayed so that the Minimum Private Improvements are not fully assessed as of January 1, 2018, then the dates outlined above will adjust accordingly.

## ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

### Section 7.1 Prohibition Against Use as Non-Taxable or Centrally Assessed Property.

During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Private Improvements from property tax liability. During the term of this Agreement, the Developer, or its successors or assigns, agrees that neither the Development Property nor this Agreement shall be transferred or assigned unless the party receiving the Development Property or the assignment of this Agreement assumes all obligations under this Agreement and the City consents to said transfer in writing, which consent shall not be unreasonably withheld. Nor can the Development Property or Minimum Private Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

## ARTICLE VIII. DEVELOPMENT GRANTS

### Section 8.1 Development Grants.

For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement:

(a) to assume an obligation to make up to thirty (30) consecutive semi-annual payments of Development Grants to Developer of 100% of the available Tax Increments generated upon construction of the Minimum Private Improvements, but not to exceed Five Hundred Thousand Dollars (\$500,000.00) in the aggregate over the fifteen (15) year term, under the following formula:

(i) Assuming the completion of the Minimum Private Improvements by July 1, 2017 and full assessment of the Minimum Private Improvements on January 1, 2018, and debt certification by the City to the Auditor by December 1, 2018, the Development Grants shall commence on approximately November 1, 2019 (after the September 1, 2019 first half tax payment), or on approximately July 1, 2020 (after the first full year of taxes paid) and end on July

1, 2035, pursuant to Section 403.19 of the Urban Renewal Act, but in no event shall the Development Grants exceed fifteen (15) years in the aggregate.

Each semi-annual payment shall be equal in amount to 100% of the available Tax Increments collected by the City with respect to the Minimum Private Improvements on the Development Property under the terms of the Ordinance and deposited into TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding six-month period in respect of the Development Property and the Minimum Private Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Development Grants").

The Parties recognize that the Minimum Private Improvements consist of the construction of a call/distribution center as described herein. The construction of the Minimum Private Improvements is expected to be completed by July 1, 2017 and will require a total investment sufficient to support the Development Grants described herein, which investment is anticipated to be approximately \$2,115,000.00. For the purposes of this Agreement, the assessed value of the Existing Facilities will not be considered for any Development Grants. See Exhibit B. The parties agree that the assessed value for the Existing Facility was \$1,311,259.00 (land and buildings) as of January 1, 2015. The value after construction of the Minimum Private Improvements for the purpose of this Agreement shall not be less than \$2,115,000.00 (land and buildings) (Minimum Actual Value) but the Pottawattamie County Assessor will make the final determination as to the value above and beyond the Minimum Actual Value. The increased value, over and above \$1,311,259.00 (land and buildings), that is attributed to the construction of the Minimum Private Improvements is the value upon which the Development Grants will be measured.

The Development Grants are only for the Minimum Private Improvements described in this Agreement (to be substantially completed by July 1, 2017) and not any future expansions, which, to be eligible for Development Grants, would be the subject of an amendment or new agreement and subject to the sole discretion of the City.

The payments for Development Grants are based on the first full assessment of the Minimum Private Improvements on January 1, 2018. If the completion of the Minimum Private Improvements is delayed so that the Minimum Private Improvements are not fully assessed as of January 1, 2018, then the Development Grants will not begin as scheduled above, it being understood and agreed by the parties hereto that the intent of this Agreement to provide the Developer with the Development Grants for a maximum of fifteen (15) years after the completion of the Minimum Private Improvements. In no event shall the City certify a request for Tax Increment to the County until the Minimum Private Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the Minimum Private Improvements are first fully assessed and to do so no later than November 1 after the January 1 when the Minimum Private Improvements are first fully assessed as anticipated in Section 6.5 of this Agreement. See Exhibit E for the form of Annual Certification that is required.

b. The obligation of the City to make a Development Grant in any year shall be subject to and conditioned upon (a) substantial compliance with the terms of this Agreement, which includes completing the Minimum Private Improvements and operating a business at the

Development Property, and (b) timely filing by the Developer of the annual certification required under Section 6.5 hereof, and the Council's approval thereof. After the Minimum Private Improvements are first fully assessed and if in compliance with this Agreement, if Developer's annual certifications are timely filed upon the written request of the City and contain the information required under Section 6.5 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer. (Example: If City files its certification to the County on December 1, 2018, the first Development Grant would be paid to Developer on approximately November 1, 2019 (after the September 2019 first half tax payment) or approximately on July 1, 2020 (after the first full year of taxes paid for the FY 2019-2020 Tax Increment). Compliance with the terms and conditions of this Agreement is a condition precedent to a Development Grant. As an example, if property taxes are not paid, the Developer is not eligible for a Development Grant.

c. The aggregate amount of the Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of all Tax Increments collected in respect of the assessments imposed on the Minimum Private Improvements as of January 1, 2018 (assuming full assessment as of that date) and on January 1 of each of the following fifteen (15) years, but in no event shall exceed Five Hundred Thousand Dollars (\$500,000.00). Development Grants shall at all times be subject to suspension and termination in accordance with the terms of this Article VIII and Article X. Thereafter the taxes levied on the Minimum Private Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

It is recognized by all Parties that the actual payment amounts will be determined after the Minimum Improvements are completed and the valuation of said Minimum Private Improvements have been determined by the County Assessor. If requested by either the City or the Developer, the Parties shall consider whether this Agreement should be amended to memorialize the economic intent of this Agreement to provide Development Grants to the Developer for the full fifteen (15) years after the Development Property is fully assessed, assuming the terms of the Agreement are otherwise satisfied.

d. In the event that an Event of Default occurs, or any certification filed by Developer under Section 6.5 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured under the provisions of Section 10.2 (or an event that, with the passage of time or giving of notice, or both, would become an Event of Default that cannot reasonably be cured under the provisions of Section 10.2), the City shall have no obligation thereafter to make any payments to Developer in respect of the Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

e. Each annual certification filed by Developer under Section 6.5 hereof, shall be considered separately in determining whether the City shall make any of the Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for a Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide



Developer with an opportunity to receive Development Grants only if Developer fully complies with the provisions hereof and becomes entitled thereto.

f. In the event that the annual certifications required to be delivered by the Developer under Section 6.5 hereof are not delivered to the City by November 1 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Development Grant may be made to the Developer in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing.

## **Section 8.2      Source of Grant Funds Limited.**

a. The Development Grants shall be payable from and secured solely and only by amounts deposited and held in TIF Account of the Carter Lake Urban Renewal Tax Increment Revenue Fund # \_\_\_\_ of the City generated from the Development Property described herein. The City hereby covenants and, subject to this Article, agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Private Improvements and allocated to TIF Account to pay the Development Grants, as and to the extent set forth in this Article hereof. The Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Development Grants for which Developer is eligible.

Each Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make a Development Grant to Developer if at any time during the term hereof the

City fails to appropriate funds for payment, receives an opinion from a court of competent jurisdiction that the use of Tax Increments resulting from the Minimum Private Improvements to fund a Development Grant to Developer, as contemplated under said Section 8.1, is no longer authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon receipt of any such court determination or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation continues for a period during which four (4) semi-annual Development Grants (would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

c. The City makes no representation with respect to the amounts that may finally be paid to Developer as the Development Grants, and under no circumstances shall the City in any manner be liable to Developer so long as the City timely applies the appropriate percentage of Tax Increments actually collected and held in TIF Account (regardless of the amounts thereof) to the payment of the corresponding Development Grants to Developer as and to the extent described in this Article.

Section 8.3 Real Property Taxes. Developer and its successors shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property and Minimum Private Improvements. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Private Improvements, Developer, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings provided such proceedings relate solely to the subject matter and content set forth in this Agreement; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1 Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenant and agree that the indemnified parties shall not be liable for, and agree to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to

property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agree to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Private Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property or Minimum Private Improvements.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Private Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

## ARTICLE X. REMEDIES

Section 10.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Private Improvements to be completed pursuant to the terms and conditions of this Agreement;

b. Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Private Improvements;

c. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, as applicable;

d. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due;

Or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Private Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment.

e. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

**Section 10.2 Remedies on Default.** Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement including the payment of any Development Grant until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement; or

b. The City may terminate this Agreement.

**Section 10.3 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 10.4 No Implied Waiver.** In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**Section 10.5     Default by City.** Should the City default under the terms of this Agreement, Developer shall have any rights allowed by the laws of the State of Iowa.

**ARTICLE XI. RESERVED**

**ARTICLE XII. MISCELLANEOUS**

**Section 12.1     Conflict of Interest.** Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

**Section 12.2     Notices and Demands.** A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally.

- a.        In the case of Developer, is addressed or delivered personally to:

Dan Williams  
Williams Enterprises LLC  
17105 South Highway 50  
Springfield, NE 68509

- b.        In the case of the City, is addressed to or delivered personally to the City at 950 Locust Street, Carter Lake, Iowa 51510; Attn: City Clerk; and its attorney, Michael O'Bradovich, 7701 Pacific Street, Suite 205, Omaha, Nebraska 68114.

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

**Section 12.3     Titles of Articles and Sections.** Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**Section 12.4     Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**Section 12.5     Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

**Section 12.6     Entire Agreement.** This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and

replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8 Termination Date. This Agreement shall terminate and be of no further force or effect on December 31, 2034, unless extended or terminated earlier under the provisions of this Agreement.

Section 12.9 Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The Developer shall reimburse the City for all costs of recording.

Section 12.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

*[Signatures on following pages; remainder of page intentionally left blank]*

WILLIAMS ENTERPRISES, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Dan Williams  
Its Manager

STATE OF NEBRASKA       )  
  ) ss.

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Dan Williams, the manager of Williams Enterprises, LLC, a Nebraska limited liability company.

**Notary Public**

**CITY OF CARTER LAKE, IOWA,  
a Municipality**

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

STATE OF IOWA )  
 ) ss.  
COUNTY OF POTTAWATTAMIE )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_, the Mayor of Carter Lake, Pottawattamie County, Iowa, a Municipality.

**Notary Public**

## **LIST OF EXHIBITS**

<b><u>Exhibit A</u></b>	Development Property
<b><u>Exhibit B</u></b>	Minimum Private Improvements
<b><u>Exhibit C</u></b>	Certificate of Completion
<b><u>Exhibit D</u></b>	Memorandum of Agreement for Private Development
<b><u>Exhibit E</u></b>	Developer Annual Certification
<b><u>Exhibit F</u></b>	Minimum Assessment Agreement



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

File No.: 20151333

Parcel 1: A parcel of land being a part of Lot 9, of Auditor's Subdivision of Government Lot "G", in Section 20, Township 75, Range 44, in the City of Carter Lake, in Pottawattamie County, Iowa, described as follows: Beginning at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45'00" East, 350.36 feet; thence parallel with the Westerly line of said Lot 9, South 03°23'30" West, 572.80 feet, to a point on the present Northerly right-of-way line of Locust Street; thence along said Northerly right-of-way line, North 88°21'21" West, 350.00 feet, to the Southwest corner of said Lot 9; thence along the common line between Lots 8 and 9, North 03°23'30" East, 564.28 feet, to the Point of Beginning

**EXHIBIT B**  
**MINIMUM PRIVATE IMPROVEMENTS**

Minimum Private Improvements shall mean the redevelopment of the Development Property into a call center and distribution center. The Minimum Private Improvements shall consist of acquisition cost, demolition, clean out, grading, fill, landscaping, site improvements, utility work, removal and replacement of paving, parking lot redevelopment and the overall redevelopment of the Development Property.

**EXHIBIT C**  
**CERTIFICATE OF COMPLETION**

WHEREAS, the City of Carter Lake, Iowa (the "City") and Williams Enterprises, LLC (the "Developer"), a limited liability company, having an office for the transaction of business at \_\_\_\_\_, Carter Lake, Iowa, did on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop certain real property located within the City and as more particularly described as follows:

\_\_\_\_\_(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Private Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Private Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Pottawattamie County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Private Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

*[Signatures on following pages; remainder of page intentionally left blank]*

**(INSERT SIGNATORY AND NOTARY)**

**EXHIBIT D**  
**MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT**

WHEREAS, the City of Carter Lake, Iowa (the "City") and Williams Enterprises, LLC, a limited liability company (the "Developer"), having an office for the transaction of business at \_\_\_\_\_, Carter Lake, Iowa, did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

\_\_\_\_\_ (the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and terminates December 31, 20\_\_\_\_, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Carter Lake, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**(INSERT SIGNATORY AND NOTARY)**

To be completed by developer for the first time in 2018

**EXHIBIT E**  
**DEVELOPER ANNUAL CERTIFICATION**

ANNUAL CERTIFICATION (due before November 1st of  
each year as required under terms of Development Agreement)

The Developer certifies the following:

A. During the time period covered by this Certification, the Developer was and is in compliance with Section 6.5 as follows:

(i) The Minimum Improvements were fully assessed on January 1, 20\_\_\_\_, at an assessed value of \$\_\_\_\_\_, and is currently assessed at \$\_\_\_\_\_.

(ii) All ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been paid for the prior fiscal year and for all taxes due and payable as of the date of the annual certification for the current fiscal year and attached to this Annual Certification are proof of payment of said taxes;

(iii) to the best of the undersigned's knowledge, the Development Property is being operated in conformance with all applicable local, state and federal laws and regulations; and

(iv) to the best of the undersigned's knowledge, as of the date hereof, and during the preceding twelve (12) months, the undersigned certifies that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Attachment: Proof of Payment of Taxes

**(INSERT SIGNATORY AND NOTARY)**

**Attachments: (a) Proof of payment of taxes**

**EXHIBIT F**  
**MINIMUM ASSESSMENT AGREEMENT**

THIS MINIMUM ASSESSMENT AGREEMENT ("Assessment Agreement"), is dated as of this the \_\_\_\_\_ day of \_\_\_\_\_, 20 , by and among the City of Carter Lake, Iowa (the "City") and Williams Enterprises, LLC, a limited liability company (the "Developer"), having an office for the transaction of business at 300 East Locust, Carter Lake, Iowa.

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of \_\_\_\_\_, 20\_ (the "Agreement" or "Development Agreement") regarding certain real property located in the County, legally described as:

(the "Development Property"); and

WHEREAS, it is contemplated that Developer will undertake the construction of Minimum Improvements (as defined in the Development Agreement) in the nature of the renovation of a 65,000 square foot call/distribution center, as provided in the Development Agreement; and

WHEREAS, the Developer agrees to construct the Minimum Private Improvements on the Development Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and the Developer desire to establish a minimum actual value for the Minimum Private Improvements to be constructed on the Development Property by the Developer pursuant to the Development Agreement; and

WHEREAS, the Developer agrees to be bound to the Minimum Actual Value of the Minimum Private Improvements of this Assessment Agreement; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Private Improvements that are contemplated will be erected.

NOW, THEREFORE, the parties to this Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Private Improvements but not later than January 1, 2018, the minimum actual taxable value which shall be fixed for assessment purposes for the Development Property and the Minimum Private Improvements to be constructed thereon shall be not less than Two Million One Hundred Fifteen Thousand Dollars (\$2,115,000.00) (hereafter referred to as the "Minimum Actual Value").



The Developer agrees that the Minimum Actual Value shall continue to be effective until January 1, 2033 for collection of taxes in fiscal year 2033-2034 (the "Assessment Agreement Termination Date").

2. The Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Private Improvements pursuant to the provisions of this Assessment Agreement and the Development Agreement.

3. The Developer agrees that, prior to the Termination Date, they will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Minimum Private Improvements determined by any tax official to be applicable to the Development Property or the Minimum Private Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, exemption, abatement, or roll back, either presently or prospectively authorized under Iowa Code Chapters 403, 404 or 427B, or any other local or State or federal law, with respect to the taxation of real property, including improvements and fixtures thereon, contained on the Development Property or the Minimum Private Improvements between the date of execution of this Agreement and the Termination Date.

4. This Assessment Agreement shall be promptly recorded by the City with the Recorder of Pottawattamie County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and this Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

5. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement. The capitalized terms in this Assessment Agreement have the same meaning as defined in the Development Agreement.

6. This Assessment Agreement shall not be assignable without the consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7. Nothing herein shall be deemed to waive the rights of the Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In the event that Developer shall seek and obtain a reduction of such actual value below the Assessor's Minimum Actual Value in any year during the term of the Assessment Agreement, the amount of the Development

Grants available to Developer shall be adjusted accordingly. This Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

8. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

9. The Minimum Actual Value herein established shall be of no further force and effect and this Assessment Agreement shall terminate on the Assessment Agreement Termination Date set forth in Section 1 above.

10. Developer has provided a title opinion to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

**[Signatures start on Next Page]**

**(INSERT SIGNATORY AND NOTARY)**



**CERTIFICATION OF ASSESSOR**

The undersigned, having reviewed the plans and specifications for the Minimum Private Improvements to be constructed and the market value assigned to the land upon which the Minimum Private Improvements are to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Development Property and Minimum Private Improvements upon completion, but no later than January 1, 2018, shall not be less than Two Million One Hundred Fifteen Thousand Dollars (\$2,115,000.00) (land and buildings), all until the Assessment Agreement Termination Date of this Minimum Assessment Agreement.

\_\_\_\_\_  
Assessor for Pottawattamie County, Iowa

\_\_\_\_\_  
Date

STATE OF IOWA

) SS

COUNTY OF POTTAWATTAMIE

Subscribed and sworn to before me by \_\_\_\_\_, Assessor for the  
County of Pottawattamie, Iowa.

Notary for the State of Iowa \_\_\_\_\_

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$ .....

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the “Home Rule for Cities” became effective July 1, 1975; and

WHEREAS, under Section 11.18, Code of Iowa, it is necessary that the Auditor of the State of Iowa be notified of the accountant for the City of Carter Lake, Iowa by resolution of the City Council:

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Carter Lake, Iowa:

That under the provisions of Section 202, “Home Rule for Cities” and Section 11.18, Code of Iowa, that Schroer and Associates .is hereby designated to audit the City records for the City of Carter Lake, Iowa for the fiscal year ending June 30, 2017, by this resolution. The City Clerk of the City of Carter Lake, Iowa is hereby directed to notify the State Auditor of the State of Iowa, of this resolution by mailing a certified copy of this resolution to the State Auditor of the State of Iowa.

Passed and approved this 20th day of February 2017.

\_\_\_\_\_  
Gerald Waltrip, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Stender– City Clerk

RESOLUTION NO. \_\_\_\_\_

WHEREAS, it is necessary to designate a newspaper for publication requirements for the City of Carter Lake, Iowa for the year 2017;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Carter Lake, Iowa:

That we do hereby designate the Daily Nonpareil of Council Bluffs, Iowa as the main newspaper for publication requirements for the City of Carter Lake, Iowa for the year 2017.

Passed and approved this 20th day of February, 2017.

\_\_\_\_\_  
Gerald Waltrip, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Stender – City Clerk

RESOLUTION NO. \_\_\_\_\_

WHEREAS, it is necessary to designate signatures for banking purposes for the City of  
Carter Lake, Iowa:

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Carter  
Lake, Iowa:

That we do hereby designate Jackie Stender, Gerald Waltrip, Mayor, Ron Cumberledge,  
Mayor Pro-tem, as authorized persons for signatures on all banking matters.

Passed and approved this 20th day of February, 2017.

\_\_\_\_\_  
Gerald Waltrip, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Stender – City Clerk

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the City Council has previously adopted an Investment Policy for the City of Carter Lake; and

WHEREAS, as a part of the Investment Policy the City must implement a depository resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carter Lake, Iowa that

The City of Carter Lake funds shall be deposited with American National Bank, Carter Lake; and Banker's Trust

The maximum amount of City funds that shall be deposited at American National Bank and Banker's Trust shall not exceed \$10 million each; and

The City Clerk shall invest City Funds with American National Bank and Banker's Trust in an amount not to exceed the \$10 million maximum each.

PASSED AND APPROVED this 20<sup>th</sup> day of February 2017.

\_\_\_\_\_  
Gerald Waltrip, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Stender, City Clerk

**NOTICE OF PUBLIC HEARING  
BUDGET ESTIMATE**

FISCAL YEAR BEGINNING JULY 1, 2017 - ENDING JUNE 30, 2018

City of **CARTER LAKE**, IowaThe City Council will conduct a public hearing on the proposed Budget at Carter Lake City Council Chamberson 3/6/2017 at \_\_\_\_\_  
(Date) xx/xx/xx (hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below.

Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,  
City Clerk, and at the Library.The estimated Total tax levy rate per \$1000 valuation on regular property . . . . . \$ 13.50423The estimated tax levy rate per \$1000 valuation on Agricultural land is . . . . . \$ 0At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part  
of the proposed budget.712-347-6320  
phone numberJACKIE STENDER  
City Clerk/Finance Officer's NAME

78-731

## Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2017 - ENDING JUNE 30, 2018

Resolution No.: 2018

The City of: CARTER LAKE

County Name: POTTAWATTAMIE

Date Budget Adopted:

(Date) xx/xx/xx

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

County Auditor Date Stamp		Telephone Number		Signature	
January 1, 2016 Property Valuations					
		With Gas & Electric		Without Gas & Electric	
Regular	2a	122,620,864	2b	121,104,890	Last Official Census 3,785
DEBT SERVICE	3a	145,593,282	3b	144,077,308	
Ag Land	4a				

## TAXES LEVIED

Code	Dollar	Purpose	(A)	(B)	(C)
Sec.	Limit		Request with Utility Replacement	Property Taxes Levied	Rate
384.1	8.10000	Regular General levy	5 993,229	980,950	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(15)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(17)	Amt Nec	Liability, property & self insurance costs	14 80,850	79,851	52 0.65935
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462	0	465 0
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(16)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000	City Emergency Medical District	463	0	466 0
12(20)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
Total General Fund Regular Levies (5 thru 24)			25 1,074,079	1,060,801	
384.1	3.00375	Ag Land	26	0	63 0
Total General Fund Tax Levies (25 + 26)			27 1,074,079	1,060,801	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	28	0	64 0
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 166,476	164,418	1.35765
Rules	Amt Nec	Other Employee Benefits	31 202,854	200,346	1.65432
Total Employee Benefit Levies (29,30,31)			32 369,330	364,764	65 3.01197
Sub Total Special Revenue Levies (28+32)			33 369,330	364,764	
Valuation					
386	As Req	With Gas & Elec	Without Gas & Elec		
SSMID 1	(A)	(B)	34	0	66 0
SSMID 2	(A)	(B)	35	0	67 0
SSMID 3	(A)	(B)	36	0	68 0
SSMID 4	(A)	(B)	37	0	69 0
SSMID 5	(A)	(B)	555	0	565 0
SSMID 6	(A)	(B)	556	0	566 0
SSMID 7	(A)	(B)	1177	0	### 0
SSMID 8	(A)	(B)	1185	0	### 0
Total Special Revenue Levies			39 369,330	364,764	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 252,300	249,673	70 1.73291
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
Total Property Taxes (27+39+40+41)			42 1,695,709	1,675,238	72 13.50423

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant &amp; must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) Number of the resolution adopting the budget has been included at the top of this form.
- 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)



REVENUES		EXPENSES	
GENERAL + HOTEL MOTEL TAX + LOCAL OPTION SALES TAX		GENERAL + HOTEL MOTEL TAX + LOCAL OPTION SALES TAX	
POLICE	83,500	POLICE	687,539
PET LICENSE	3,300	ANIMAL CONTROL	18,229
FIRE FEES	5,000	FIRE	141,224
		AMBULANCE	33,750
AMBULANCE FEES	38,000	AMBULANCE BILLING	6,500
BLDG INSPECT FEES	50,000	BLDG INSPECTION	50,000
PARKS & REC	218,100	PARKS & REC	350,025
LIBRARY	49,554	LIBRARY	133,900
SENIOR CENTER	14,920	SENIOR CENTER	75,459
MISC REVENUES	139,350	ADMINISTRATION	322,115
POST OFFICE	23,000	POST OFFICE	18,000
GARBAGE	96,000	GARBAGE	145,700
HOTEL MOTEL TAX	110,000	LAKE PROJECT	7,500
LOCAL OPTION SALES TAX	344,237	BOYS & GIRLS CLUB	30,000
COMM. CENTER (savings)	110,000	COMM. CENTER	110,000
PROPERTY TAX	993,229		
INSURANCE LEVY (ICAP)	80,850	ICAP COST \$102,164	
EMERGENCY LEVY			
EMPLOYEE BENEFIT LEVY	369,330	EMPLOYEE BENEFIT EXP	369,330
<b>TOTAL REVENUE</b>	<b>2,728,370</b>	<b>TOTAL EXPENSE</b>	<b>2,499,273</b>

Balance July 1, 2015	4,460,329
REVENUES and TRANSFERS	7,175,165
EXPENSES and TRANSFERS	6,823,961
Balance July 1, 2016	4,811,533
REVENUES and TRANSFERS	6,015,647
EXPENSES and TRANSFERS	5,808,627
Balance July 1, 2017	5,018,553
REVENUES and TRANSFERS	5,791,796
EXPENSES and TRANSFERS	5,645,928
ESTIMATE BALANCE	5,164,421

(229,097)

83,230

PUBLIC WORKS REVENUE		PUBLIC WORKS EXPENSES	
ROAD USE TAX	457,985	ROAD USE TAX	634,073
SEWER	693,700	SEWER	690,316
WATER	633,600	WATER	544,127
<b>TOTAL PUBLIC WORKS</b>	<b>1,785,285</b>	<b>TOTAL PUBLIC WORKS</b>	<b>1,868,515</b>

(176,088)  
3,384  
89,473

HOTEL MOTEL TAX REV		LOCAL OPTION SALES TAX REV	
GENERAL FUND (25%)	110,000	GENERAL FUND (24%)	344,237
LIBRARY (10%)	44,000	ROAD USE TAX (35%)	
PARKS & REC (40%)	176,000	C. HALL DEBT SERVICE	235,763
COMM. CENTER (25%)	110,000	WATER/SEWER 50/50	
<b>TOTAL HOTEL MOTEL</b>	<b>440,000</b>	<b>TOTAL LOST</b>	<b>580,000</b>

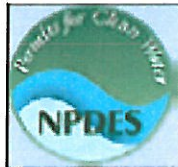
TIF - REVENUE		DEBT SERVICE PAYMENTS	
KWIK	TBD	LOCUST ST (TIF)	409,353
PVS	TBD	CITY HALL (LOST)	235,763
HOLIDAY INN	TBD	FIRE TRUCK (GO)	121,950
LOCUST DEBT PMT	409,353	INFASTRUCTURE (GO)	130,350
<b>TIF AGREEMENTS</b>	<b>790,078</b>	<b>TOTAL DEBT SERVICE</b>	<b>897,415</b>

GRAND TOTAL REVENUES		GRAND TOTAL EXPENSES	
GENERAL FUND	2,728,370	GENERAL FUND	2,499,273
GEN FUND RESERVES TO BALANCE			
PUBLIC WORKS	1,785,285	PUBLIC WORKS	1,868,515
PUBLIC WORKS RESERVES TO BALANCE			
TIF REVENUE	790,078	TIF AGREEMENTS	380,725
DEBT SERVICE (GO)	488,063	DEBT SERVICE	897,415
<b>TOTAL REVENUES</b>	<b>5,791,796</b>	<b>TOTAL EXPENSES</b>	<b>5,645,928</b>

# *Municipal Separate Storm Sewer System 2016 Annual Report*



**EPA/ NPDES  
Environmental Protection Agency  
National Pollutant Discharge Elimination System**



**EPA Number – IA0078891  
NPDES Permit Number 78-12-0-00**

Prepared by:  
City of Carter Lake  
950 Locust Street  
Carter Lake, Iowa 51510

Reporting Period  
October 1, 2015 thru September 30, 2016

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***2016 Municipal Separate Storm Sewer System Annual Report  
City of Carter Lake, Iowa***

***PERMIT INFORMATION:***

**PERMITTEE:**

City of Carter Lake  
950 Locust St.  
Carter Lake, Iowa 51510

**IDENTITY AND LOCATION OF  
FACILITY:**

City of Carter Lake MS4  
Carter Lake, Iowa 51510



**IOWA NPDES PERMIT NUMBER:** 78-12-0-00

**DATE OF ISSUANCE:** July 1, 2016

**DATE OF EXPIRATION:** June 30, 2021

**RECEIVING WATERCOURSES:** Missouri River, Carter Lake

**EPA NUMBER:** IA0078891

# ***2016 Municipal Separate Storm Sewer System Annual Report City of Carter Lake, Iowa***

## **INTRODUCTION:**

The following is the Municipal Separate Storm Sewer System Annual Report for the City of Carter Lake, Iowa, prepared in accordance with Part III of the Municipal Separate Storm Water System (MS4) Permit Number 78-12-0-00. This report summarizes storm water compliance activities within the boundaries of the City of Carter Lake.

The City of Carter Lake is committed to the prevention of storm water pollution and has implemented a management program that includes the following areas:

- ❖ Public Education and Outreach on Storm Water Impacts
- ❖ Public Involvement and Participation
- ❖ Illicit Discharge Detection and Elimination
- ❖ Construction Site Storm Water Runoff Control
- ❖ Post-Construction Storm Water Management
- ❖ Pollution Prevention/Good Housekeeping

This permit covers all areas within the boundaries of the City of Carter Lake totaling approximately 2 square miles which is drained by the city's Municipal Separate Storm Sewer System (MS4) and any other areas added while this permit is in effect.

This permit authorizes all existing or new storm water point source discharges to waters of the State from the MS4. This permit also authorizes the discharge of storm water co-mingled with flows contributed by process wastewater, non-process wastewater, or storm water associated with industrial activity provided such discharges are authorized under separate NPDES permits, as required by law. This permit does not authorize discharges to the MS4.





## **REPORTING REQUIREMENTS:**

**1.0 Status of implementing the components of the storm water pollution prevention and management program.**

The City of Carter Lake has completed all of the requirements as stated in Part II of the NPDES permit for fiscal year ending September 30, 2016. Documentation of the Carter Lake Water Quality Management Plan can be found in the 2008 MS4 report.

**2.0 Status of compliance with any compliance schedule established by this permit or by any modifications to this permit.**

Section A. Public Education and Outreach on Storm Water Impacts.

1. Articles in City Newspaper. As in the past, public education articles have been published in the newsletter this reporting year. Articles published between October 1, 2015 and September 30, 2016 can be found in **Appendix A**.
2. Telephone Hotline Number. A telephone number for reporting storm water related problems was published in the **Inside Carter Lake** newsletter and can be found on the City of Carter Lake website. **The numbers are (712)347-6320 or (712)847-0535.**
3. Storm Drain Labeling. A program was developed to label all storm sewer intakes. All storm sewer intakes have been identified and



mapped and the drains have been labeled. Carter Lake Maintenance periodically will check the inlet markings for legibility. "No Dumping" placards have been installed on all drains and they have

***2016 Municipal Separate Storm Sewer System Annual Report  
City of Carter Lake, Iowa***

been marked for ongoing compliance.

4. Storm Water Website. The City of Carter Lake established a website for storm water related issues in 2006. The current website address is:

[www.cityofcarterlake.com/storm-water-information.html](http://www.cityofcarterlake.com/storm-water-information.html)

A copy of the Storm Water web pages as of September 30, 2016 can be found in **Appendix B** of this MS4 Annual Report.

5. Educational storm water materials are available to the public. Informational brochures and related storm water materials can be found at City Hall. The 2010, 2013, 2014, and 2015 MS4 Annual Reports contain copies of the brochures and related storm water materials that were available at that time. During the current fiscal year, the Iowa Storm Water Education Program provided the City with brochures, pamphlets, sponges, rulers and pens that included educational information on storm water issues. Copies of the information provided by ISWEP that were made available to the public in FY 2016 can be found in **Appendix C**.
6. During FY 2016 the Building Inspector and some of the Storm Water Committee members participated in on-line courses offered by Iowa Storm Water Education Program (ISWEP). A list of on-line training sessions can be found in **Appendix D**.  
There were no educational classes presented to the public in FY 2016.

**Section B. Public Involvement and Participation.**

1. The current Storm Water Advisory Committee is actively seeking more public participants for Fiscal Year 2017. Ads have been published throughout town and on various city Facebook pages, requesting volunteers to serve on the Advisory Committee. During the FY 2013 reporting year the council appointed a City Council member and a Planning Board member as liaisons to the Committee. The two appointees report back to their respective boards on a monthly basis. Agendas and Minutes for the four (4) Storm Water

## ***2016 Municipal Separate Storm Sewer System Annual Report City of Carter Lake, Iowa***

Committee Meetings that were held in FY 2016 can be found in **Appendix E**. Quarterly meetings of this committee will be scheduled in FYE 2017.

2. During 2014 the City of Carter Lake became a member of the Iowa Storm Water Education Program (ISWEP). That membership was renewed in FY 2015 and 2016. Membership provides storm water education, certification programs, storm water training and educational materials. During the current fiscal year ISWEP provided the City of Carter Lake informational materials on storm water. Information on the City's membership with ISWEP can be found in **Appendix F**.

### Section C. Illicit Discharge Detection and Elimination

1. Illicit Discharge Prohibition Ordinance. On February 18, 2013 the Carter Lake City Council adopted an updated Municipal Code book. All prior ordinances were repealed. The updated code book included Chapter 110 – Storm Water Utility and Chapter 136 – Storm Water Control. Since the adoption of the updated code book, ordinance number 633 was adopted, amending Chapter 136. Copies of Chapter 110 and Ordinance # 633 can be found in the 2013 MS4 Annual Report. On June 16, 2014 Ordinance #639 was adopted amending Chapter 110 of the Code of Ordinances. Effective July 1, 2014 Storm Water Service Charges were repealed. A copy of Ordinance #639 can be found in the 2015 MS4 Annual Report. There were no changes, additions or deletions to the storm water ordinances in FY 2015.
2. Illicit Discharge Detection and Elimination Program. This program was established in July of 2007. It is based on the document ***Illicit Discharge Detection and Elimination, A Guidance Manual for Program Development and Technical Assessments***. Center for Watershed Protection and Robert Pitt, October 2004. Components include:
  - Annual dry weather flow inspections of all known outflows
  - Procedures to identify the sources of dry weather flows



## ***2016 Municipal Separate Storm Sewer System Annual Report City of Carter Lake, Iowa***

- Procedures for disconnecting illicit connections
- Documentation of inspections

For FYE 9-30-2016 there were no illicit discharges detected or reported.

### Section D. Construction Site Storm Water Runoff Control

1. A Construction Site Storm Water Runoff Control ordinance was passed and approved by the City Council on May 21, 2007. This ordinance was amended July 15, 2013 with Ordinance #633. A copy of Ordinance #633 can be found in the 2015 MS4 Annual Report.
2. Construction Site Review and Inspection Program. A program for inspection and documentation of construction sites was adopted on May 21, 2007. All construction plans are reviewed for compliance. An inspection checklist is used for all construction site inspection activities. Documentation of this program can be found in the 2007 MS4 report. All building permit applications have been updated to include information needed for construction site reviews and inspections. Copies of the applications, as adopted by the City Council, can be found in the 2015 MS4 Annual Report.
3. BMP Manual. The City of Carter Lake adopted the EPA Storm Water Management for Construction Activities, EPA document no. EPA-833-R-92-001 as its BMP manual on May 21, 2007. The Iowa Construction Site Erosion Control Manual is also used as a reference.

### Section E. Post-Construction Storm Water Management

1. A Post-Construction Storm Water Management ordinance was passed and approved by the City Council on May 21, 2007. Documentation of this ordinance can be found in the 2007 MS4 report. This ordinance was amended on July 15, 2013 with Ordinance #633. A copy of this ordinance can be found in the 2015 MS4 Annual Report.

***2016 Municipal Separate Storm Sewer System Annual Report  
City of Carter Lake, Iowa***

2. Site Plan Review of Post Construction Runoff Controls – Effective May 21, 2012, all developments shall provide engineering documents and calculations that detail the proposed means for accommodating post-construction runoff that meet all requirements found in City Ordinance #633, Storm Water Control of the Code of Ordinances of the City of Carter Lake, Iowa. These documents shall be reviewed by the City Planning Board, City Maintenance Supervisor, and the City Building Inspector. The design of the site sediment and erosion control plan shall conform to the best management practices in the Environmental Protection Agency's (EPA) Storm Water Mgmt. for Construction Activities, EPA Doc. No. EPA-833-R-92-001 Chapter 3.
3. Inspection of Runoff Control Devices - The City of Carter Lake Street Maintenance Department has implemented a program to perform maintenance and needed repairs of all storm water sewers in the City. Maintenance and repairs are also conducted in the MS4 area on an as needed basis. The City of Carter Lake Park and Recreation Department performs routine maintenance on all city owned rain gardens, the bio-swale, and the leach field. Citizens are encouraged to telephone in drainage related issues. Drainage service requests typically stem from localized flooding problems caused by clogged grate tops.
4. Watershed Assessment Program - Documentation for the Watershed Assessment Program can be found in the 2008 MS4 report. Both IDNR and NEDQ regularly monitor lake water quality. December 2013 was the end of the Carter Lake Water Quality Project. Results of the Toxic Algae & Bacteria testing, along with final documentation and synopsis of the Carter Lake Water Quality Project Update, can be found in the 2015 MS4 report.

Section F. Pollution Prevention/Good Housekeeping

1. Operation and Maintenance of MS4. A program for inspection, maintaining and cleaning all components of the MS4 including street

***2016 Municipal Separate Storm Sewer System Annual Report  
City of Carter Lake, Iowa***

sweeping and storm sewer, manhole and lift station inspections and maintenance was established and maintained. Documentation of the maintenance programs for FY2016 can be found in **Appendix G**.

2. Pesticide and Fertilizer Management Program. A pesticide and fertilizer management program is currently being utilized by the City of Carter Lake. In FYE September 30, 2012 the Lake Projects Coordinator offered "Free Soil Sampling" to assist homeowners in identifying nutrient levels in their soil. Documentation of results from the soil sampling can be found in the 2015 report.
3. Members of the Storm Water Committee participated in on-line training courses offered by ISWEP. Details are in **Appendix D**. On September 24, 2013 Municipal Employees attended a Rain Garden Class. They were shown several short videos about building and maintaining rain gardens. Employees in attendance were given pre and post-tests. Test questions and results can be found in the 2013 MS4 report.
4. City Facilities BMPs. The City of Carter Lake used Storm Water Funds to install a leach field/French drain system on the ball field located at Hamilton Sports Complex at 17<sup>th</sup> and Ave. P. Pictures of the drainage field can be found in the 2013 report. Additionally, funds were provided by the State of Iowa to construct a parking lot at Mabrey Park. The parking lot was started in September, 2013 and completed during the FY 2014 reporting period. The Pave Drain materials used are a "sustainable storm water solution". This site will be used as an educational and demonstration site for businesses and homeowners. Pictures taken of the completed project can be found in the 2014 MS4 report. The remaining pervious pavers from the Mabrey Park project were used to create pads for benches at a community park located at 13<sup>th</sup> and Ave. Q. Pictures of the completed project can be found in the 2014 MS4 report. In fiscal year 2012 installation of porous concrete sidewalks at two locations was started. The porous concrete sidewalks were completed in fiscal year 2013.

***2016 Municipal Separate Storm Sewer System Annual Report  
City of Carter Lake, Iowa***

Pictures of the completed sidewalk can also be found in FY 2013 report.

During the summer of 2014 the City Maintenance Department initiated several upgrades to the City storm drainage system. A list of the projects completed in FY 2014 can be found in the 2014 MS4 report.

During FY 2015 City crews:

- Repaired storm drain on 7<sup>th</sup> and Ave P

- Installed a leach field at the Seniors center

- Upgraded and maintained the existing rain gardens, leachfield and bio-swales.

**3.0 A summary of all revisions to the approved management program.**

No revisions to the approved management program have been made as of this date. The permit was renewed in July 2016.

**4.0 A summary of the data, including monitoring data, which is generated within the reporting period, including narrative description of storm water quality improvements or degradation.**

In 2011 the City started the process of applying for a Hazard Mitigation grant to fund the design and construction of a storm sewer system and storm water pump station to serve portion of the City of Carter Lake south of Ave. H to the Missouri River. A copy of information pertaining to the application and the application itself can be found in the 2012 report. During fiscal year 2013 the City received preliminary selection for a \$1,000,000.00 grant. Funds were ultimately denied due to the City's inability to provide required information in a timely manner. The City then hired Terracon Consultants to prepare the required information that included a Phase I Environmental Site Assessment, a Wetland Delineation Report and a report Identifying and Evaluating Cultural Resources. These documents will be used for future grant applications, potential funding and construction of the area south of Ave. H to the Missouri River. A new Preliminary Opinion of Probable Cost for the project was also prepared at that time. A Notice of Intent to apply for grant funding was submitted for the project. The NOI was rejected. Documentation of the grant information and Terracon's reports can be found in the 2013 MS4 report.

***2016 Municipal Separate Storm Sewer System Annual Report  
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On July 17, 2014 Mayor Gerald Waltrip held an informational meeting to reopen discussions on the storm water project south of Ave. H in Carter Lake. There were approximately 16 individuals in attendance. The meeting discussed engineering that had been completed to date on the issues, as well as the possibility of running a storm water line to the Gray St. interceptor in Omaha. Property owners were asked to share their storm water experiences – frequency, extent, costs, etc. This project remains a top priority and the City will continue to work with all interested parties and seek out possible funding sources. A copy of the Mayor's letter of invitation can be found in the 2014 MS4 report.

During the current reporting period, FY 2015, a long-term permanent solution to funding a storm sewer system and storm water pump station to serve the portion of City of Carter Lake south of Ave. H to the Missouri River was not resolved.

***2016 Municipal Separate Storm Sewer System Annual Report  
City of Carter Lake, Iowa***

**6.0 A summary describing the number and nature of inspections, enforcement actions, illicit discharges discovered, ordinances adopted, public education programs conducted, components of the MS4 cleaned, meetings held and any other actions taken by the permittee required by this permit during the reporting period.**

- Four meetings of the Storm Water Committee members were held in FYE 9-30-2016. **See Appendix E.**
- MS4 cleaning and maintenance performed. **See Appendix G.**
- No illicit discharges were detected or report by residents or the Citizen's Patrol.
- The City of Carter Lake continues to have contact with personnel at the Iowa Department of Homeland Security and Emergency Management to assist in identifying available funds to construct a storm water solution for the area south of Ave. H. The City also continues to engage the services of Kyle Tonges with Burns & McDonnell to provide engineering services and to assist in completing grant applications for Hazard Mitigation through FEMA and Iowa Homeland Security. Terracon has completed testing and filed required reports for the Ave. H area storm water drainage improvements. Copies of the Wetland Delineation Report, Cultural Resources Report and the Phase I Environmental Site Assessment reports are on file and were included in the 2013 MS4 report. Periodically meetings are held to engage property owners and other stakeholders in this proposed project.
- The City of Carter Lake was not subject to any storm water enforcement actions during the FYE 9-30-2016 reporting period.

**H.**

- During the current reporting period, additional development started along the Abbott Drive corridor. Each property owner that was proposing new development was required to find a storm water solution for their particular project. In an effort to serve all of the abutting properties to the new development, the property owners replatted the area and included a permanent storm sewer drainage and detention area to serve Lots 1 thru

***2016 Municipal Separate Storm Sewer System Annual Report  
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4 in Owen Parkway. See **Appendix I**. The new development will eventually consist of three new hotels. Construction on the first hotel began during MS4 FY 2015. A Detention Pond Maintenance Agreement has been drafted and approved by both the City and OMA Lodging, Inc. The final document has not yet been signed. A copy of the draft Maintenance Agreement for Lot 2 of Owen Parkway Replat One is included in **Appendix I**. As the remaining lots are developed, each owner will be required to enter into similar Detention Pond Maintenance Agreements.

- In July, 2016 Casey's started working on the cleanup of the property on the east end of Locust Street to build a new store. They have installed a large underground storm retention. All the plans are on file in the building inspectors office in city hall.

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**REPORT SUMMARY:**

This report summarizes required storm water compliance activities completed by the City of Carter Lake, Iowa in FYE 9-30-2016. FY2015 was the eleventh full year of compliance activity associated with MS4 Permit number 78-12-0-00 issued to the City of Carter Lake by the Iowa Department of Natural Resources on July 1, 2016.

All of the requirements for FY2016 have been completed. The MS4 committee is committed to fulfilling all requirements of the permit in a timely and comprehensive manner annually.

During the period of time covered by this permit, the City of Carter Lake has accomplished the following:

- Held educational storm water related classes for the storm water committee members. **Appendix D.**
- Completed several smaller storm water improvements throughout the City. These projects included French drains, cement culverts, storm piping, and related repairs. **Appendix H.**
- Continued to work with the stakeholders seek funding to construct a storm sewer system and storm water pump station to serve portions of the City of Carter Lake south of Avenue H to the Missouri River. Approved two large construction projects in Carter Lake that included both public and private storm water solutions. **Appendix I.**
- Maintained city owned rain gardens, bio-swales and leachfields.
- Continued to work with local developers to find acceptable storm water solutions for new developments. **Appendix I.**