

## CARTER LAKE COMMUNITY CENTER

The final stages of design are underway, the council has made motions to finance \$2,000,000 in local options sales tax bonds for up to 10 years and we anticipate receiving construction bids later this spring. There will be a multi-purpose room that can be divided into two smaller rooms,

**YOU ARE INVITED!!**

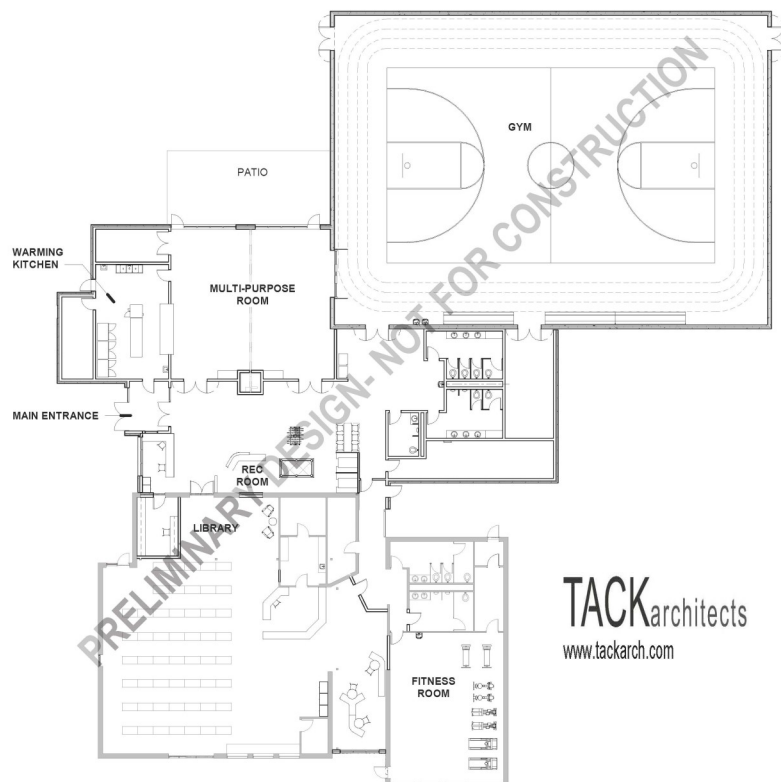
**Monday April 19th**

**6:00 - 7:00 p.m.**

**Carter Lake City Hall**

**To view plans and drawings of the proposed community center.**

**This is your opportunity to ask questions and discuss the project with city leaders and the design team.**



**AGENDA**  
**CITY OF CARTER LAKE**  
**REGULAR CITY COUNCIL MEETING**  
**CITY HALL – 950 LOCUST ST.**  
**MONDAY, APRIL 19, 2021 AT 7:00 P.M.**

1. PUBLIC HEARING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOTES TO EVIDENCE THE OBLIGATION OF THE CITY CONCERNING THE SEWER RELINING PROJECT
2. PUBLIC HEARING ON THE MATTER OF THE ADOPTION OF PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST OF CONSTRUCTION CONCERNING THE SEWER RELINING PROJECT
- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. APPROVAL OF THE AGENDA
  - A. ADDITIONS OR DELETIONS
- IV. CONSENT AGENDA
- V. NEW BUSINESS
  - A. COMMUNICATIONS FROM PUBLIC
    - a. WILLIAMS ENTERPRISE
  - B. COMMUNICATIONS FROM:
    1. DEPARTMENT SUPERVISORS
    2. MAYOR RONALD CUMBERLEDGE
      - a. COMMUNITY CENTER UPDATES
      - b. APPOINTMENT TO PARKS BOARD
      - c. ASSIGNMENTS
    3. PAT PATERSON
      - a. RENTAL INSPECTION PROGRAM
    4. RAY PAULY – PLANNING BOARD
      - a. RECOMMENDATION TO AMEND C-1 DISTRICT ZONING MATRIX AND DEFINITION (*SET HEARING FOR MAY 3<sup>RD</sup>*)
- VI. ORDINANCES AND RESOLUTIONS
  - A. RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,828,000 SEWER REVENUE CAPITAL LOAN NOTES

- B. RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE SEWER RELINING PROJECT
- C. CONCERNING: SERIES 2021A FOR \$2,190,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) TAXABLE GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX REFUNDING CAPITAL LOAN NOTES. (CITY HALL REFINANCING)
  - 1. RESOLUTION APPROVING THE PRELIMINARY OFFICIAL STATEMENT
  - 2. RESOLUTION APPROVING BOND COUNSEL AND DISCLOSURE COUNSEL ENGAGEMENT AGREEMENT
- D. CONCERNING: SERIES 2021B FOR \$2,000,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX CAPITAL LOAN NOTES. (COMMUNITY CENTER FINANCING)
  - 1. RESOLUTION APPROVING THE PRELIMINARY OFFICIAL STATEMENT
  - 2. RESOLUTION APPROVING BOND COUNSEL AND DISCLOSURE COUNSEL ENGAGEMENT AGREEMENT
- E. SECOND READING OF AMENDMENT TO ORDINANCE CONCERNING NO PARKING ON REDICK DURING SCHOOL HOURS
- VII. COMMENTS FROM THE MAYOR, CITY COUNCIL MEMBERS AND CITIZENS (3 MINUTES EACH)
- ADJOURN

CONSENT AGENDA

- 1. CITY COUNCIL MINUTES – MARCH APRIL
- 2. PLANNING BOARD MINUTES – APRIL
- 3. BOARD OF ADJUSTMENTS - NONE
- 4. ABSTRACT OF CLAIMS FOR APPROVAL – MARCH
- 5. RECEIPTS FOR APPROVAL – MARCH
- 6. OVERTIME AND COMP TIME REPORTS – MARCH
- 7. FINANCIAL REPORTS AS SUBMITTED TO THE COUNCIL – MARCH
- 8. DEPARTMENT HEAD REPORTS – MARCH

**LANG LAW LLC**  
ATTORNEYS AT LAW  
8526 F STREET  
OMAHA, NEBRASKA 68127  
(402) 330-1900  
FAX (402) 330-0936

March 25, 2021

Jackie Carl, City Clerk  
City of Carter Lake, Iowa  
[jackie.carl@carterlake-ia.gov](mailto:jackie.carl@carterlake-ia.gov)

Re: Williams Enterprises, LLC

Jackie:

This office represents Williams Enterprises, LLC, which entered into an Agreement for Private Development with the City of Carter Lake, Iowa, dated February 20, 2017. We would like to be placed on the April 19, 2021 City Council Agenda to address the payments that Williams Enterprises, LLC is to receive under the Agreement. Attached is the Application for City Council Agenda along with an attachment referred to therein.

Please place us on the April 19, 2021 City Council Agenda. If you have any questions or need any additional information from me concerning this matter, please let me know.

Thank you for your assistance in regard to this matter.

Sincerely,



James E. Lang

JEL:br  
Attachments

cc: Williams Enterprises, LLC  
Michael O'Bradovich, Attorney for City of Carter Lake, IA

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

**Name:** James E. Lang

**Address:** 8526 F Street  
Omaha, NE 68127

**Phone:** (402) 330-1900

**Meeting Date Requested:** April 19, 2021

Mail request to:  
City Clerk  
950 East Locust Street  
Carter Lake, IA 51510

Or Fax to: 712-347-5454

Or Email to:  
[jackie.carl@carterlake-ia.gov](mailto:jackie.carl@carterlake-ia.gov)

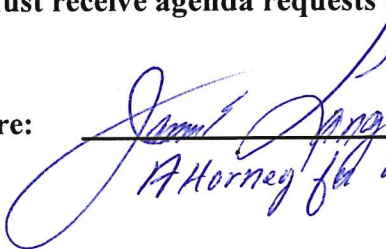
**Agenda Item Request** (please give a detailed description of the request):

To address the payments Williams Enterprises, LLC is to receive for tax increment financing  
under the Agreement for Private Development by and between the City of Carter Lake, Iowa and  
Williams Enterprises, LLC dated February 20, 2017 for the property located at 300 East Locust  
Street, Carter Lake, Iowa. Attached is a letter dated February 1, 2021 which sets forth  
Information relating to the TIF project.

**Please submit any supporting documents with this application.**

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

**Signature:**

  
*Attorney for Williams Enterprises, LLC*

**Date:** 3/25/21

**For Office Use Only:**

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

**Received by:** \_\_\_\_\_



**LANG LAW LLC**  
ATTORNEYS AT LAW  
8526 F STREET  
OMAHA, NEBRASKA 68127  
(402) 330-1900  
FAX (402) 330-0936

February 1, 2021

Mr. Mike O'Bradovich  
Attorney at Law  
7701 Pacific Street Suite 205  
Omaha, NE 68114

RE: Williams Enterprises, LLC

Dear Mike:

This office represents Williams Enterprises, LLC in regard to the Agreement for Private Development between the City of Carter Lake, Iowa (the "City") and Williams Enterprises, LLC ("Williams Enterprises") dated February 20, 2017 (the "TIF Agreement"). I am writing you as the City Attorney for the City of Carter Lake, Iowa.

As you know, Williams Enterprises and the City entered into the TIF Agreement which was approved by the City. Williams Enterprises has fulfilled its obligations under the TIF Agreement, but has not received any TIF payments. We are requesting that the City commence providing those payments to Williams Enterprises.

The background of this matter is as follows:

1. Williams Enterprises provided letters to the City dated August 15, 2015 and February 10, 2016 setting forth its redevelopment plan for 300 East Locust Street, Carter Lake, Iowa (the "Property"), and requesting a Special Use Permit and Tax Increment Financing (TIF) for the project since the redevelopment cost would not be feasible without TIF. The Special Use Permit was issued at that time.
2. After a series of negotiations, the TIF Agreement was developed, approved by the City, and dated February 20, 2017.

The TIF Agreement requires Minimum Private Improvements consisting of the renovation of the Property to a call center/distribution center and the appropriate parking and support facilities. The parties agreed to a base valuation of \$1,311,259.00 as of January 1, 2015 which is the base year valuation for the purpose of determining the tax increments. The TIF Agreement also provides that the value after construction of the Minimum Private Improvements will be determined by the Pottawattamie County Treasurer. The increased value over the base valuation is the value upon which the development grants are measured.

The TIF Agreement further provides that the developer anticipates that their project will result in the creation of an average of 6-8 full time jobs and 8-12 part-time jobs.

Section 8.1(a)(i), last sentence of paragraph three at page 12 of the TIF Agreement states as follows:

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.

Williams Enterprises satisfied its obligation under the TIF Agreement by redeveloping the dilapidated blighted Property into a warehouse/call center that now employs over 15 employees in the warehouse and over 15 employees in the call center area. Williams Enterprises has turned a dilapidated, blighted and vacant property in a reconstructed, updated, modern, and attractive warehouse distribution and call center creating employment for over 30 employees and eliminating the unsafe blighted condition of the Property. The Property went from a vacant unsafe blighted liability to the community to an attractive asset which benefits the community, which the community is proud, especially the surrounding property owners.

Williams Enterprises is requesting only what it is entitled to under the TIF Agreement.

One item that has been mentioned is that the assessor made a comment that no permits were pulled. The Mayor and the City Council agreed to waive any permit requirements and to waive the building permit fees as set forth in the July 18, 2016 City Council meeting minutes. The Mayor also informed Williams Enterprises that the permits and permit fees would be waived for the project as an incentive for Williams Enterprises to move forward on the project.

The TIF property tax revenue that Williams Enterprises is entitled based upon the 2018 valuation of \$1,638,300.00 less the \$1,311,259.00 base equals a TIF increment of \$327,041.00 with a 90% commercial rollback and a 38.94126 levy rate equals a TIF payment of \$11,462.00, which taxes were paid September 2019 and March 2020, and which TIF payment was due and payable on July 1, 2020 under paragraph 8.1(a)(i) of the TIF Agreement. For the 2019 valuation based upon the same 2018 values and a levy of 38.67510 equals a TIF payment of \$11,383.50 which taxes are paid in September 2020 and March 2021 and with the TIF payment due on July 1, 2021. We will work with the City in verifying these amounts to make sure they are correct based upon the valuation and levy for the particular years.

Williams Enterprises appreciates the City's support in approving the project and TIF Agreement and looks forward to working with the City in addressing the TIF payments to which Williams Enterprises is entitled. After you have had an opportunity to review this, please give me a call so that we can discuss it. If you feel a meeting would be beneficial, please let me know and Dan Williams and myself will be available at a time that is convenient for the City.

If you have any questions concerning this matter, please let me know.

Sincerely,



James E. Lang

JEL:br

cc: Williams Enterprises, LLC

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY  
OF CARTER LAKE, STATE OF IOWA, ON THE MATTER OF  
THE PROPOSED AUTHORIZATION OF A LOAN  
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED  
\$1,828,000 SEWER REVENUE CAPITAL LOAN NOTES, AND  
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Carter Lake, State of Iowa, will hold a public hearing on the 19th day of April, 2021, at 7 P.M., in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$1,828,000 Sewer Revenue Capital Loan Notes, to provide funds to pay the costs of acquisition, construction, reconstruction, extending, improving, repairing and equipping of all or part of the Municipal Sewer Utility, including repairing and relining sewer collection system piping, repairs to manholes, and related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for said project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer Utility.

The proceeds of the Sewer Revenue Capital Loan Notes may be applied to pay project costs directly or to pay interim Project Notes which the City will issue in the approximate amount of not to exceed \$1,828,000 in anticipation of the future receipt of funds or note proceeds applicable to the foregoing project and purpose.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Carter Lake, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 1st day of April, 2021.

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City Clerk, City of Carter Lake, State of Iowa

(End of Notice)

01843811-1\16086-057



**ITEMS TO INCLUDE ON AGENDA FOR APRIL 19, 2021**

**CITY OF CARTER LAKE, IOWA**

Not to exceed \$1,828,000 Sewer Revenue Capital Loan Notes

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

April 19, 2021

The City Council of the City of Carter Lake, State of Iowa, met in \_\_\_\_\_  
session at \_\_\_\_\_ .M., on the above date.

- ☐ The Council met in person in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa.
- ☐ The Council determined that it is impossible and impractical for all members of the Council, staff and members of the public to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Council has provided public access to the electronic meeting.

There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

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

Vacant: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$1,828,000 Sewer Revenue Capital Loan Notes, of the City of Carter Lake, State of Iowa, to provide funds to pay the costs of acquisition, construction, reconstruction, extending, improving, repairing and equipping of all or part of the Municipal Sewer Utility, including repairing and relining sewer collection system piping, repairs to manholes, and related site improvements, and refunding any outstanding Project Notes with accrued interest thereon in payment for said project, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes had been published pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes 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)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

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 INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,828,000 SEWER REVENUE CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION FOR THE AUTHORIZATION OF A  
LOAN AGREEMENT AND THE ISSUANCE OF NOT TO  
EXCEED \$1,828,000 SEWER REVENUE CAPITAL LOAN  
NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$1,828,000 Sewer Revenue Capital Loan Notes, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, improving, repairing and equipping of all or part of the Municipal Sewer Utility, including repairing and relining sewer collection system piping, repairs to manholes, and related site improvements, and refunding any outstanding Project Notes with accrued interest thereon in payment for said project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; 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, STATE OF IOWA:

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan Agreement and the issuance in the manner required by law of not to exceed \$1,828,000 Sewer Revenue Capital Loan Notes, for the foregoing purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the sewer fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 \_\_\_\_\_, 2021.

(SEAL)

(This Notice to be posted)

## NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of Carter Lake, Iowa.  
Date of Meeting: April 19, 2021  
Time of Meeting: 7:00 o'clock P.M.  
Place of Meeting: Council Chambers, City Hall, 950 East Locust Street, Carter Lake, Iowa 51510.

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:

### Sewer Collection System Improvements

- ♦ Public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost of construction.
- ♦ Resolution adopting plans, specifications, form of contract and estimate of costs.

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.

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City Clerk, City of Carter Lake, State of Iowa

April 19, 2021

The City Council of the City of Carter Lake, State of Iowa, met in \_\_\_\_\_ Session,  
at \_\_\_\_\_ .M., on the above date.

- ☐ The Council met in person in the Council Chambers, City Hall, 950 East Locust Street, Carter Lake, Iowa 51510.
- ☐ The Council determined that it is impossible and impractical for all members of the Council, other City personnel, and members of the public to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Council has provided public access to the electronic meeting.

There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

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

Vacant: \_\_\_\_\_

\* \* \* \* \*

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as Sewer Collection System Improvements, the Mayor called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the Clerk reported that no written objections thereto had been filed.

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM  
OF CONTRACT AND ESTIMATE OF COST

WHEREAS, on the 12th day of April, 2021, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as Sewer Collection System Improvements; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law:

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.



PASSED AND APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

I, the undersigned City Clerk of the City of Carter Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk, City of Carter Lake, State of Iowa

(SEAL)



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
**Phone:** 515-243-7611  
**Fax:** 515-243-2149  
**[www.ahlerslaw.com](http://www.ahlerslaw.com)**

Jason L. Comisky  
515.246.0337  
[jcomisky@ahlerslaw.com](mailto:jcomisky@ahlerslaw.com)

April 15, 2021

**Via E-mail Only**

Ms. Jackie Carl  
City Clerk  
City of Carter Lake  
950 Locust Street  
Carter Lake, Iowa 51510

Re: City of Carter Lake, State of Iowa  
Taxable General Obligation Local Option Sales and Services Tax Refunding  
Capital Loan Notes, Series 2021A

Dear Jackie:

I am enclosing the following proceedings to cover approval of the Preliminary Official Statement regarding the above matter. D.A. Davidson & Co. prepared a draft of the preliminary Official Statement for the City. You should give this to the Council, and have provided comments to D.A. Davidson on behalf of the City for the final POS. If that has not been done prior to the meeting, then the Official Statement should not be approved and the Resolution will need to be modified.

You should be aware that the preparation of the Official Statement is subject to Federal Securities Law regulation, and should be certain that any facts and representations contained in the Official Statement are both accurate in all material respects and not omitting any information material to the City's financial conditions, to and including the date of the delivery of the above-referenced Notes.

**Please return a completed copy of the proceeding, via email followed up by a hard copy, filled in as the original and certified back to us.** A certificate to attest the proceedings is attached as well.

If you have any questions pertaining to the proceedings enclosed or this letter, please do not hesitate to either write or call.

Ahlers & Cooney, P.C.

Sincerely,

A handwritten signature in blue ink that reads 'Jason L. Comisky'.

Jason L. Comisky  
FOR THE FIRM

JLC:ks

Enclosures

cc: Scott Stevenson (via email)

01868373-1\16086-059

**ITEMS TO INCLUDE ON AGENDA FOR APRIL 19, 2021**

**CITY OF CARTER LAKE, IOWA**

\$2,190,000 (Dollar Amount Subject to Change) Taxable General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2021A.

- Resolution Approving the Preliminary Official Statement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.



April 19, 2021

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

\_\_\_\_\_

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

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING THE PRELIMINARY OFFICIAL STATEMENT FOR \$2,190,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) TAXABLE GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX REFUNDING CAPITAL LOAN NOTES, SERIES 2021A," and moved its adoption. Council Member \_\_\_\_\_ seconded the Resolution to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION APPROVING THE PRELIMINARY OFFICIAL STATEMENT FOR \$2,190,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) TAXABLE GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX REFUNDING CAPITAL LOAN NOTES, SERIES 2021A

WHEREAS, a preliminary form of Official Statement has been prepared for the purpose of offering \$2,190,000 (Dollar Amount Subject to Change) Taxable General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2021A; and

WHEREAS, it is appropriate that the form of the Preliminary Official Statement be approved and deemed final and, upon completion of the same, that the Preliminary Official Statement be used in connection with the offering of the Notes for sale.

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

Section 1. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and Clerk, upon the advice of bond counsel, disclosure counsel, and the City's Underwriter, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

PASSED AND APPROVED this 19th day of April, 2021.

\_\_\_\_\_  
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 \_\_\_\_\_, 2021.

(SEAL)





**Ahlers & Cooney, P.C.**  
*Attorneys at Law*

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

**Phone:** 515-243-7611

**Fax:** 515-243-2149

**[www.ahlerslaw.com](http://www.ahlerslaw.com)**

Jason L. Comisky  
515.246.0337  
[jcomisky@ahlerslaw.com](mailto:jcomisky@ahlerslaw.com)

April 15, 2021

**Sent via Email**

Ms. Jackie Carl  
City Clerk  
City of Carter Lake  
950 Locust Street  
Carter Lake, Iowa 51510

RE: Carter Lake, Iowa – Bond Counsel and Disclosure Counsel Engagement Agreement  
Taxable General Obligation Local Option Sales and Services Tax Refunding Capital  
Loan Notes, Series 2021A

Dear Mayor and City Council:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond and disclosure counsel to the City of Carter Lake, Iowa (the "City" or "Issuer") in connection with the above-referenced issuance (the "Bonds"). While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel and disclosure counsel services described herein (the "Services").

**A. SCOPE OF SERVICES -- *Bond Counsel***

As Bond Counsel, we will represent the City and cooperate with the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the City (all of whom are referred to as the ("Bond Purchasers"), counsel for the Bond Purchasers, the Municipal Advisor, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms collectively, the "Participants"). We intend to undertake each of the following as are necessary:

1. Review relevant Iowa law, including pending legislation and other recent developments, relating to the legal status and powers of the City or otherwise relating to the issuance of the Bonds.
2. Obtain information about the Bond transaction and the nature of use of the facilities or purposes to be financed (the "Project").
3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.
4. Consider issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and the "bank-qualified" status of the Bonds.
6. Prepare or review all pertinent proceedings to be considered by the governing body to the City; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.
7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.
8. Render our legal opinion regarding the validity of the Bonds, the sources of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the "Bond Opinion") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.
9. Subsequent to the Closing, we will prepare and provide the Participants a bond transcript pertaining to the Bonds.

**B. SCOPE OF SERVICES -- *Disclosure Counsel***

As Disclosure Counsel, we will represent the City/County, and cooperate with the following persons and firms: the Underwriters or other bond purchasers who purchase the Bonds from the City/County (all of whom are referred to as (Bond Purchasers)), counsel for the Bond Purchaser, the Municipal Advisor, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms collectively, the "Participants"). We intend to undertake each of the following as are necessary:

1. Disclosure counsel is engaged as recognized counsel specially experienced in Iowa law and federal law relating to disclosure requirements that pertain to governmental debt obligations, whose primary responsibility will be to render objective written advice with respect to the Issuer's issuance of Bonds and its compliance with applicable rules promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934. As disclosure counsel, we will examine applicable law, participate in the drafting of all required disclosure documents; review such other financing documents of the Issuer and undertake such additional duties as we deem necessary to render such advice. The above-described services specifically include, but are not limited to, the following:
  - a. Consult with Issuer Officials, Staff, and Issuer counsel concerning disclosure requirements, questions and issues relating to the initial issuance of Bonds and concerning continuing disclosure requirements.
  - b. Attend, upon request, any meeting of the Issuer or Issuer's staff relating to disclosure matters that pertain to Issuer's issuance of Bonds.

- c. Participate in the drafting of Issuer's Purchase Agreement for the negotiated sale of Bonds.
  - d. Participate in the drafting of the Issuer's preliminary and final official statements in connection with the offering of Bonds.
  - e. Coordinate with the printing and delivery of the preliminary and final official statements.
  - f. Review all Bond documents prepared in connection with the issuance of Bonds to the extent such documents involve or affect disclosure matters.
  - g. Provide written advice to the Issuer at the time the Bonds are issued as described herein.
  - h. Consult with Issuer officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds.
2. Subject to the completion of proceedings to our satisfaction, we will render our written advice addressed to the Issuer that will include, without limitation, substantially all the following:
  - a. While we are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement, on the basis of the information which was developed in the course of the performance of the services referred to above, without having undertaken to verify independently such accuracy, completeness or fairness, nothing has come to our attention which would lead us to believe that the Official Statement (excluding the financial and demographic information, and engineering and statistical data contained or incorporated by reference therein or attached thereto, CUSIP numbers, information relating to The Depository Trust Company and its book entry only system, information and statements under the headings "Financial Guaranty Insurance Policy", "Pension and Retirement Benefits", information relating to the Issuer's compliance with its previous disclosure undertakings, if any, and the Appendices to the Official Statement, to which we do not express any advice or belief), contained as of the date thereof any untrue statement of material fact or omitted as of the date thereof to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
3. Our written advice will be dated, executed and delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as disclosure counsel will be concluded with respect to the issuance of the Bonds. Separately, Issuer may retain us for advice and guidance concerning specific legal questions that may arise after the Closing with respect to disclosure issues or questions that relate to the Bonds, including without limitation, questions concerning compliance with the Issuer's disclosure obligations under the Bonds and any actions necessary to assure that the Issuer performs its continuing disclosure responsibilities with respect to the Bonds. The terms of such representation shall be separate from the scope of this Agreement.
4. In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

As disclosure counsel, we will not assume or undertake responsibility for the preparation of the bond resolution or any other nondisclosure document with respect to Bonds that is traditionally prepared

by bond counsel. However, our responsibility will include the preparation or review of any portion thereof that is necessary to render our disclosure counsel opinion with respect to Bonds.

### C. LIMITATIONS

The duties covered by this Agreement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

1. Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
2. Drafting state constitutional or legislative amendments.
3. Pursuing test cases or other litigation, such as contested validation proceedings.
4. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
5. After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
6. Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.
7. After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Bonds, (e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities).

We will provide one or more of the services listed in subsections (1)–(7) of this Section C upon your request, however, a separate, written engagement or request for services will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subsections (8)–(13) of this Section C below, are not included in this Agreement, nor will they be provided by us at any time.

8. Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
9. Independently establishing the veracity of certifications and representations of the City or the other Participants.
10. Acting as an underwriter, or otherwise marketing the Bonds.
11. Acting in a financial advisory role.
12. Preparing blue sky or investment surveys with respect to the Bonds.

13. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

**D. ATTORNEY-CLIENT RELATIONSHIP; OTHER REPRESENTATIONS**

Upon execution of this Agreement and upon notification by the Issuer that our Bond Counsel and/or Disclosure Counsel services are requested with regard to a specific issue of Bonds (it being understood the Issuer has discretion hereunder as to each service offered), the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion or written advice as Disclosure Counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will prepare and distribute to the Participants a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

**E. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS**

Please note our understanding with respect to this Agreement and your role in connection with the issuance of the Bonds:

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. Except by request, we do not ordinarily attend meetings of the governing body of the City at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.
2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the

tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.
4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.
5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the City is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The City's lawyers, financial advisors and bankers can assist the City in fulfilling these duties, but the City in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to the Bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to the continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.
6. As noted, the members of the governing body of the City also have duties under the State and Federal Securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

F. FEES

1. It is our practice to bill our fees as Bond Counsel and Disclosure Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the issuance; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.
2. We estimate that our fee for Bond Counsel services will not exceed \$9,600, and our fee for Disclosure Counsel services will not exceed \$6,600. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you of such requirement. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we initially estimated our fees; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or

unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of obligations.

3. In addition to our flat fees, we will charge for any incidental costs (copies, overnight charges, bond printing, travel reimbursement, deliveries, etc.), at actual costs incurred. We estimate that such charges will not exceed \$750. We will contact you prior to incurring expenses that exceed this amount.
4. The delivery of written advice, or opinions beyond the Bond Opinion, to third parties at the request of the Issuer with respect to a series of Bonds shall be subject to a separate opinion charge in an amount established at the time of the request.

**G. BILLING MATTERS:**

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion or written advice as Disclosure Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates<sup>1</sup>, plus incidental costs, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion and written advice as Disclosure Counsel).

**H. RISK OF AUDIT BY THE INTERNAL REVENUE SERVICE (IRS)**

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the City as the taxpayer for purposes of the examination. As noted in Part C above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the City in the matter.

**I. RECORDS**

1. At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain

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1. The firm reviews hourly rates on an annual basis, and reserves the right to implement rate adjustments. If implemented in any particular year, adjustments generally become effective on January 1. Accordingly, our work on this matter will be billed at the hourly rate in effect at the time services are performed. Our current (2021) hourly rates are as follows:

- a. Attorneys: \$200-\$355/hour (for reference purposes, the undersigned's hourly rate as of 01/01/21 is \$310/hour).
- b. Legal Assistants: \$120/hour.

transcripts for each financing for at least the life of the Bonds. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

2. In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

J. OTHER ADVICE

1. If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (a) financing alternatives in connection with a particular project, (b) compliance with lending programs, (c) the impact of specified actions on tax-exempt status of outstanding Bonds, (d) interpretation and/or required actions with regard to other "financial obligations" under a continuing disclosure certificate, or (e) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney at the time of performing such separate services.

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Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this Agreement, retaining an original for your file as well.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel or Disclosure Counsel, please do not hesitate to contact me.

Very truly yours,



Jason L. Comisky  
FOR THE FIRM

JLC:ks

Accepted:  
City of Carter Lake, Iowa

By: \_\_\_\_\_ Date: \_\_\_\_\_

\*Approved by action of the governing body on \_\_\_\_\_, 2021.



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
**Phone:** 515-243-7611  
**Fax:** 515-243-2149  
**[www.ahlerslaw.com](http://www.ahlerslaw.com)**

Jason L. Comisky  
515.246.0337  
[jcomisky@ahlerslaw.com](mailto:jcomisky@ahlerslaw.com)

April 15, 2021

**Via E-mail Only**

Ms. Jackie Carl  
City Clerk  
City of Carter Lake  
950 Locust Street  
Carter Lake, Iowa 51510

Re: City of Carter Lake, State of Iowa  
General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series  
2021B

Dear Jackie:

I am enclosing the following proceedings to cover approval of the Preliminary Official Statement regarding the above matter. D.A. Davidson & Co. prepared a draft of the preliminary Official Statement for the City. You should give this to the Council, and have provided comments to D.A. Davidson on behalf of the City for the final POS. If that has not been done prior to the meeting, then the Official Statement should not be approved and the Resolution will need to be modified.

You should be aware that the preparation of the Official Statement is subject to Federal Securities Law regulation, and should be certain that any facts and representations contained in the Official Statement are both accurate in all material respects and not omitting any information material to the City's financial conditions, to and including the date of the delivery of the above-referenced Notes.

**Please return a completed copy of the proceeding, via email followed up by a hard copy, filled in as the original and certified back to us.** A certificate to attest the proceedings is attached as well.

If you have any questions pertaining to the proceedings enclosed or this letter, please do not hesitate to either write or call.

Ahlers & Cooney, P.C.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jason L. Comisky', is written over a light blue horizontal line.

Jason L. Comisky  
FOR THE FIRM

JLC:ks

Enclosures

cc: Scott Stevenson (via email)

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**ITEMS TO INCLUDE ON AGENDA FOR APRIL 19, 2021**

**CITY OF CARTER LAKE, IOWA**

\$2,000,000 (Dollar Amount Subject to Change) General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2021B.

- Resolution Approving the Preliminary Official Statement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

April 19, 2021

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

\_\_\_\_\_

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

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING THE PRELIMINARY OFFICIAL STATEMENT FOR \$2,000,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX CAPITAL LOAN NOTES, SERIES 2021B," and moved its adoption. Council Member \_\_\_\_\_ seconded the Resolution to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

Whereupon, the Mayor declared the resolution duly adopted as follows:

**RESOLUTION APPROVING THE PRELIMINARY OFFICIAL STATEMENT FOR \$2,000,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX CAPITAL LOAN NOTES, SERIES 2021B**

WHEREAS, a preliminary form of Official Statement has been prepared for the purpose of offering \$2,000,000 (Dollar Amount Subject to Change) General Obligation Local Option Sales And Services Tax Capital Loan Notes, Series 2021B; and

WHEREAS, it is appropriate that the form of the Preliminary Official Statement be approved and deemed final and, upon completion of the same, that the Preliminary Official Statement be used in connection with the offering of the Notes for sale.

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

Section 1. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and Clerk, upon the advice of bond counsel, disclosure counsel, and the City's Underwriter, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

PASSED AND APPROVED this 19th day of April, 2021.

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Mayor

ATTEST:

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City Clerk

# CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

I, the undersigned City Clerk of the City of Carter Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk, City of Carter Lake, State of Iowa

(SEAL)



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

**Phone:** 515-243-7611

**Fax:** 515-243-2149

**[www.ahlerslaw.com](http://www.ahlerslaw.com)**

Jason L. Comisky  
515.246.0337  
[jcomisky@ahlerslaw.com](mailto:jcomisky@ahlerslaw.com)

April 15, 2021

**Sent via Email**

Ms. Jackie Carl  
City Clerk  
City of Carter Lake  
950 Locust Street  
Carter Lake, Iowa 51510

RE: Carter Lake, Iowa – Bond Counsel and Disclosure Counsel Engagement Agreement  
General Obligation Local Option Sales and Services Tax Capital Loan Notes,  
Series 2021B

Dear Mayor and City Council:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond and disclosure counsel to the City of Carter Lake, Iowa (the "City" or "Issuer") in connection with the above-referenced issuance (the "Bonds"). While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel and disclosure counsel services described herein (the "Services").

**A. SCOPE OF SERVICES -- *Bond Counsel***

As Bond Counsel, we will represent the City and cooperate with the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the City (all of whom are referred to as the ("Bond Purchasers"), counsel for the Bond Purchasers, the Municipal Advisor, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms collectively, the "Participants"). We intend to undertake each of the following as are necessary:

1. Review relevant Iowa law, including pending legislation and other recent developments, relating to the legal status and powers of the City or otherwise relating to the issuance of the Bonds.
2. Obtain information about the Bond transaction and the nature of use of the facilities or purposes to be financed (the "Project").
3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.
4. Consider issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.



5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and the "bank-qualified" status of the Bonds.
6. Prepare or review all pertinent proceedings to be considered by the governing body to the City; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.
7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.
8. Render our legal opinion regarding the validity of the Bonds, the sources of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the "Bond Opinion") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. Please see the discussion below at Part E. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.
9. Subsequent to the Closing, we will prepare and provide the Participants a bond transcript pertaining to the Bonds and make certain the appropriate Federal Information Reporting Form 8038 is filed for each series.

**B. SCOPE OF SERVICES -- *Disclosure Counsel***

As Disclosure Counsel, we will represent the City/County, and cooperate with the following persons and firms: the Underwriters or other bond purchasers who purchase the Bonds from the City/County (all of whom are referred to as (Bond Purchasers)), counsel for the Bond Purchaser, the Municipal Advisor, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms collectively, the "Participants"). We intend to undertake each of the following as are necessary:

1. Disclosure counsel is engaged as recognized counsel specially experienced in Iowa law and federal law relating to disclosure requirements that pertain to governmental debt obligations, whose primary responsibility will be to render objective written advice with respect to the Issuer's issuance of Bonds and its compliance with applicable rules promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934. As disclosure counsel, we will examine applicable law, participate in the drafting of all required disclosure documents; review such other financing documents of the Issuer and undertake such additional duties as we deem necessary to render such advice. The above-described services specifically include, but are not limited to, the following:
  - a. Consult with Issuer Officials, Staff, and Issuer counsel concerning disclosure requirements, questions and issues relating to the initial issuance of Bonds and concerning continuing disclosure requirements.

- b. Attend, upon request, any meeting of the Issuer or Issuer's staff relating to disclosure matters that pertain to Issuer's issuance of Bonds.
  - c. Participate in the drafting of Issuer's Purchase Agreement for the negotiated sale of Bonds.
  - d. Participate in the drafting of the Issuer's preliminary and final official statements in connection with the offering of Bonds.
  - e. Coordinate with the printing and delivery of the preliminary and final official statements.
  - f. Review all Bond documents prepared in connection with the issuance of Bonds to the extent such documents involve or affect disclosure matters.
  - g. Provide written advice to the Issuer at the time the Bonds are issued as described herein.
  - h. Consult with Issuer officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds.
2. Subject to the completion of proceedings to our satisfaction, we will render our written advice addressed to the Issuer that will include, without limitation, substantially all the following:
  - a. While we are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement, on the basis of the information which was developed in the course of the performance of the services referred to above, without having undertaken to verify independently such accuracy, completeness or fairness, nothing has come to our attention which would lead us to believe that the Official Statement (excluding the financial and demographic information, and engineering and statistical data contained or incorporated by reference therein or attached thereto, CUSIP numbers, information relating to The Depository Trust Company and its book entry only system, information and statements under the headings "Financial Guaranty Insurance Policy", "Pension and Retirement Benefits", information relating to the Issuer's compliance with its previous disclosure undertakings, if any, and the Appendices to the Official Statement, to which we do not express any advice or belief), contained as of the date thereof any untrue statement of material fact or omitted as of the date thereof to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
3. Our written advice will be dated, executed and delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as disclosure counsel will be concluded with respect to the issuance of the Bonds. Separately, Issuer may retain us for advice and guidance concerning specific legal questions that may arise after the Closing with respect to disclosure issues or questions that relate to the Bonds, including without limitation, questions concerning compliance with the Issuer's disclosure obligations under the Bonds and any actions necessary to assure that the Issuer performs its continuing disclosure responsibilities with respect to the Bonds. The terms of such representation shall be separate from the scope of this Agreement.
4. In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

As disclosure counsel, we will not assume or undertake responsibility for the preparation of the bond resolution or any other nondisclosure document with respect to Bonds that is traditionally prepared by bond counsel. However, our responsibility will include the preparation or review of any portion thereof that is necessary to render our disclosure counsel opinion with respect to Bonds.

### C. LIMITATIONS

The duties covered by this Agreement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

1. Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
2. Drafting state constitutional or legislative amendments.
3. Pursuing test cases or other litigation, such as contested validation proceedings.
4. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
5. After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
6. Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.
7. After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Bonds, (e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities).

We will provide one or more of the services listed in subsections (1)–(7) of this Section C upon your request, however, a separate, written engagement or request for services will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subsections (8)–(13) of this Section C below, are not included in this Agreement, nor will they be provided by us at any time.

8. Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
9. Independently establishing the veracity of certifications and representations of the City or the other Participants.
10. Acting as an underwriter, or otherwise marketing the Bonds.
11. Acting in a financial advisory role.

12. Preparing blue sky or investment surveys with respect to the Bonds.
13. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

**D. ATTORNEY-CLIENT RELATIONSHIP; OTHER REPRESENTATIONS**

Upon execution of this Agreement and upon notification by the Issuer that our Bond Counsel and/or Disclosure Counsel services are requested with regard to a specific issue of Bonds (it being understood the Issuer has discretion hereunder as to each service offered), the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion or written advice as Disclosure Counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and prepare and distribute to the Participants a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

**E. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS**

Please note our understanding with respect to this Agreement and your role in connection with the issuance of the Bonds:

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. Except by request, we do not ordinarily attend meetings of the governing body of the City at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.
2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to

us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.
4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.
5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the City is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The City's lawyers, financial advisors and bankers can assist the City in fulfilling these duties, but the City in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to the Bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to the continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.
6. As noted, the members of the governing body of the City also have duties under the State and Federal Securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

F. FEES

1. It is our practice to bill our fees as Bond Counsel and Disclosure Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the issuance; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.
2. We estimate that our fee for Bond Counsel services will not exceed \$10,600, and our fee for Disclosure Counsel services will not exceed \$6,600. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you of such requirement. Such adjustment might be necessary in the event: (a) the principal amount of Bonds

actually issued differs significantly from the amount anticipated at the time we initially estimated our fees; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of obligations.

3. In addition to our flat fees, we will charge for any incidental costs (copies, overnight charges, bond printing, travel reimbursement, deliveries, etc.), at actual costs incurred. We estimate that such charges will not exceed \$750. We will contact you prior to incurring expenses that exceed this amount.
4. The delivery of written advice, or opinions beyond the Bond Opinion, to third parties at the request of the Issuer with respect to a series of Bonds shall be subject to a separate opinion charge in an amount established at the time of the request.

**G. BILLING MATTERS:**

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion or written advice as Disclosure Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates<sup>1</sup>, plus incidental costs, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion and written advice as Disclosure Counsel).

**H. RISK OF AUDIT BY THE INTERNAL REVENUE SERVICE (IRS)**

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the City as the taxpayer for purposes of the examination. As noted in Part C above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the City in the matter.

**I. RECORDS**

1. At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the

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1. The firm reviews hourly rates on an annual basis, and reserves the right to implement rate adjustments. If implemented in any particular year, adjustments generally become effective on January 1. Accordingly, our work on this matter will be billed at the hourly rate in effect at the time services are performed. Our current (2021) hourly rates are as follows:

- a. Attorneys: \$200-\$355/hour (for reference purposes, the undersigned's hourly rate as of 01/01/21 is \$310/hour).
- b. Legal Assistants: \$120/hour.

minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

2. In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

J. OTHER ADVICE

1. If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (a) financing alternatives in connection with a particular project, (b) compliance with lending programs, (c) the impact of specified actions on tax-exempt status of outstanding Bonds, (d) interpretation and/or required actions with regard to other "financial obligations" under a continuing disclosure certificate, or (e) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney at the time of performing such separate services.

\*\*\*\*\*

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this Agreement, retaining an original for your file as well.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel or Disclosure Counsel, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jason L. Comisky".

Jason L. Comisky  
FOR THE FIRM

JLC:ks

Accepted:  
City of Carter Lake, Iowa

By: \_\_\_\_\_ Date: \_\_\_\_\_

\*Approved by action of the governing body on \_\_\_\_\_, 2021.



CARTER LAKE CITY COUNCIL MEETING  
MONDAY, MARCH 15, 2021

Mayor opened the meeting for public hearing concerning the 2021-2022 city budget as published. Mr. Brown commended the council for continuing to lower the city tax levy and pointed out that the increase most residents are seeing on their tax statements is from the re-evaluation of properties causing the property tax assessment to increase. No additional oral or written comments received. Gundersen moved to close hearing, seconded by Paterson, motion was approve unanimously.

Public hearing for the authorization of a loan agreement and the issuance of notes to evidence the obligation of the city. To refinancing current City Hall notes and add financing for community center construction. No oral or written comments received. Gundersen moved to close hearing, seconded by Kessler, motion was approve unanimously.

Meeting was called to order by Mayor Ron Cumberledge at 7:00 p.m. Roll of the council, present: Jackie Wahl, Pat Paterson, Keebie Kessler, Denise Teeple and Jason Gundersen; city attorney Mike O'Bradovich and city clerk Jackie Carl were present.

The agenda was reviewed, upon motion duly made by Paterson, and seconded by Kessler, the agenda was approved; the motion was passed unanimously. Upon motion of Kessler seconded by Teeple, the consent agenda was approve that included claims, receipts and financial reports for January, motion was approved unanimously. Gundersen moved to approve Fire Department membership for Eric Pagnano, seconded by Teeple; motion was approved unanimously. Gundersen moved to approve liquor license renewal for Best Western Plus Omaha Airport Inn, seconded by Kessler; motion was approve unanimously.

Sergeant Gary Chambers for the police department has requested permission to host a 5K run in Carter Lake with funds going to support the fallen officer's organization. August 22 10am – Noon. Gundersen moved to approve, seconded by Kessler; motion was approve unanimously.

Clerk Carl read the recommendation from Chief Kannedy to add No Parking zone on the north side of Redick between 9<sup>th</sup> and 11<sup>th</sup> Streets between the hours of 8 a.m. and 4 p.m. Gunderson moved to approve the first reading of amendment to ordinance, seconded by Teeple; motion was approve unanimously.

Mayor Cumberledge provided an update concerning the plans for the Community Center, the Mayor and design team would like to invite the public to attend a community meeting on Monday, April 19 from 6 7 p.m. to view the plans and allow the committee to receive public comments. Mayor noted that he has received a petition regarding the location of community center, Gundersen moved to file the petition in the city records, seconded by Paterson; motion was approve unanimously.

Mayor meet with the Planning Board this past Monday at the request of two local businessmen

are interested in developing new commercial buildings on Locust; It seems there are some restrictions due to the requested uses do not fit the current uses shown in the zoning matrix for those districts. It was agreed that the Mayor and Council would like to hold a joint workshop with the Planning board to discuss these issues and future changes to the comprehensive plan and how to manage the development of Locust Street.

Gundersen moved to approve the new job description for Park and Recreation Coordinator, seconded by Kessler; motion was approve unanimously. Kessler moved to approve updated job description for Assistant Maintenance Supervisor, seconded by Gundersen; motion was approve unanimously.

Kessler moved to approve resolution to adopt the 2021-2022 budget as published, seconded by Gundersen; motion was approve unanimously.

Kessler moved to approve resolution instituting proceedings to take additional action for the issuance not to exceed \$4,200,000 general obligation local option sales and services tax capital loan notes for community center and re-fi city hall notes, seconded by Teeple; motion was approve unanimously.

Paterson moved to approve resolution fixing date for a meeting on the proposition to authorize a loan agreement and the issuance of notes to evidence the obligations of the city thereunder. Not to exceed \$1,828,000 sewer revenue capital loan notes, seconded by Gundersen; motion was approve unanimously. Gundersen moved to approve resolution to adopt the National Incident Management System (NIMDS) and Pottawattamie County Nims Implementation Plan, seconded by Kessler; motion was approve unanimously. Kessler moved to approve resolution to authorize Mayor to sign contracts for Tackarchitect to design and engineer the community center project, seconded by Gundersen; motion was approve unanimously. Gundersen moved to approve resolution to authorize Mayor to sign contract for RJN Group –to prepare an assessment of Carter Lake’s water distribution system, seconded by Kessler; motion was approve unanimously. Kessler moved to approve resolution to set wages for Chief Shawn Kannedy, seconded by Teeple; motion was approve unanimously. Paterson moved to approve resolution to set wages for Ronnie Fisher, seconded by Kessler; motion was approve unanimously.

Public Comments: Bob Zagozda requested an update concerning the golf course discussion from last month. No new information at this time, it is up to the developer to bring a written plan to the council and planning board. Teeple would like to see the city send the golf course contract to a real estate attorney for an opinion so the council has a good understanding of what the city’s rights are before there is any more discussion with the developer.

Paterson moved to adjourn at 8:15 p.m. seconded by Wahl; motion was approve unanimously.

Jackie Carl  
Carter Lake City Clerk

Ron Cumberledge  
Mayor

**CITY OF CARTER LAKE  
RECEIPTS  
MARCH 2021**

GENERAL FUND	133,321.80
COMMUNITY CENTER FUND	12,109.51
PARKS HOTEL/MOTEL FUND	19,375.22
LIBRARY RESERVE FUND	120.00
E OMAHA DD #21 FUND	0.14
AMBULANCE FEES FUND	7,299.14
ROAD USE TAX FUND	16,383.82
EMPLOYEE BENEFITS FUND	8,860.96
EMERGENCY TAX FUND	1,489.35
LOCAL OPTION TAX FUND	39,793.68
POLICE FORFEITURE FUND	0.07
DEBT SERVICE FUND	7,828.17
SEWER LINING PROJECT FUND	1,828,000.00
WATER REVENUE FUND	136,115.61
SEWER REVENUE FUND	5,416.74
GARBAGE FEES FUND	1,173.75
VILLAGE POST OFFICE FUND	2,779.02
<b>TOTAL REVENUE BY FUND</b>	<b>\$ 2,220,066.98</b>

Vendor Checks: 3/01/2021- 3/31/2021

Payroll Checks: 3/01/2021- 3/31/2021

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	GENERAL LIABILITIES					
PR20210305	CITY OF CARTER LAKE	SERVICE CHARGE	1.00	69231	3/26/21	
PR20210319	CITY OF CARTER LAKE	SERVICE CHARGE	1.00	2.00 69231	3/26/21	
PR20210305	CARTER LAKE PEACE OFFICERS	POLICE DUES	180.00	69230	3/26/21	
PR20210319	CARTER LAKE PEACE OFFICERS	POLICE DUES	180.00	360.00 69230	3/26/21	
PR20210305	COLONIAL INSURANCE CO	COLONIAL INS	182.95	1323029	3/26/21	
PR20210319	COLONIAL INSURANCE CO	COLONIAL INS	182.91	365.86 1323029	3/26/21	
PR20210305	DELTA DENTAL OF IOWA	DENTAL INS	255.42	1323027	3/26/21	
PR20210319	DELTA DENTAL OF IOWA	DENTAL INS	255.42	510.84 1323027	3/26/21	
PR20210301	FED/FICA TAXES	FED/FICA TAX	332.45	1323003	3/01/21	
PR20210305	FED/FICA TAXES	FED/FICA TAX	9,192.01	1323013	3/12/21	
PR20210319	FED/FICA TAXES	FED/FICA TAX	9,059.98	18,584.44 1323022	3/26/21	
PR20210301	IPERS	IPERS	31.46	1323023	3/26/21	
PR20210305	IPERS	IPERS-PROTECTIV	6,049.80	1323023	3/26/21	
PR20210319	IPERS	IPERS-PROTECTIV	6,124.88	12,206.14 1323023	3/26/21	
PR20210212	LIBERTY NATIONAL	LIBERTY NATIONA	75.11	1323052	3/26/21	
PR20210219	LIBERTY NATIONAL	LIBERTY NATIONA	84.55	1323052	3/26/21	
PR20210305	LIBERTY NATIONAL	LIBERTY NATIONA	77.47	1323052	3/26/21	
PR20210319	LIBERTY NATIONAL	LIBERTY NATIONA	77.47	314.60 1323052	3/26/21	
PR20210305	GIS BENEFITS	LIFE INSURANCE	137.60	1323026	3/26/21	
PR20210319	GIS BENEFITS	LIFE INSURANCE	137.59	275.19 1323026	3/26/21	
PR20210305	NEBR CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	36.01	1323014	3/12/21	
PR20210319	NEBR CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	36.01	72.02 1323028	3/26/21	
PR20210301	TREASURER, STATE OF IOWA	STATE TAXES	14.00	1323024	3/26/21	
PR20210305	TREASURER, STATE OF IOWA	STATE TAXES	1,469.75	1323024	3/26/21	
PR20210319	TREASURER, STATE OF IOWA	STATE TAX	1,432.75	2,916.50 1323024	3/26/21	
PR20210305	WELLMARK BLUE CROSS AND	MEDICAL INS	4,586.81	1323025	3/26/21	
PR20210319	WELLMARK BLUE CROSS AND	MEDICAL INS	4,586.77	9,173.58 1323025	3/26/21	
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	050	LIABILITIES TOTAL		44,781.17		
	POLICE					
129121	AMERICAN AUTO PARTS	2010 EXPED R DOOR	100.00	69166	3/12/21	
032121	AMERICAN NATIONAL BANK	PETCO DOG FOOD	48.09	69200	3/23/21	
2/16/21	BLACK HILLS ENERGY	UTILITIES	300.95	1323010	3/08/21	
0221	CITY OF COUNCIL BLUFFS	VEHICLE REPAIRS/PD	497.82	69205	3/23/21	
TACMN0000024	GLOBAL EQUIPMENT COMPANY	UPDATE TAC10 SOFTWARE	500.00	69210	3/23/21	
225060	GREAT PLAINS UNIFORMS LLC	UNIFORMS/POLICE/CHAMBERS	233.00	69138	3/02/21	
032021	HUSCROFT, JACOB	TACTICAL GEAR	176.52	69211	3/23/21	
2-47411	JONES AUTOMOTIVE, INC.	POLICE VEHICLE REPAIRS	451.16	69181	3/12/21	
271776867	KONICA MINOLTA BUSINESS	COPIER	32.09	69182	3/12/21	
02/21	LIBERTY NATIONAL		1.00-	1323052	3/26/21	
031221	OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES	217.08	69216	3/23/21	
3/2/21	OPPD	UTILITIES	412.91	1323048	3/22/21	
20212022	POTTAWATTAMIE COUNTY GIS		5,145.11	69221	3/23/21	
9874046112	VERIZON WIRELESS	PHONES/WIFI/IPADS	167.04	69156	3/02/21	
9874086505	VERIZON WIRELESS	PHONES/WIFI/IPADS	6.45	173.49 69223	3/23/21	
2/28/21	WEX BANK	FUEL		1,847.06 1323047	3/22/21	
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	110	POLICE TOTAL		10,134.28		

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INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	FIRE					
113889	ACCURATE LOCKSMITHS INC	KEYLESS ENTRY	1,246.70	69120	3/02/21	
2/16/21	BLACK HILLS ENERGY	UTILITIES	283.12	1323010	3/08/21	
76881	CENTER TROPHY COMPANY	EMT OF YEAR FF OF YEAR	62.60	69129	3/02/21	
030421	CITY OF COUNCIL BLUFFS	VEHICLE REPAIRS/PD	2,880.97	69169	3/12/21	
115044	DANKO EMERGENCY EQUIPMENT	VEHICLE REPAIRS-FIRE	456.68	69133	3/02/21	
115246	DANKO EMERGENCY EQUIPMENT	VEHICLE REPAIRS-FIRE	105.00	561.68	69174	3/12/21
17419540	W.S. DARLEY & CO		16.58	69175	3/12/21	
2021-1252	EAGLE ENGRAVING	FIRE GRD VELCRO BACKING	29.00	69177	3/12/21	
1937-987713	NAPA AUTO PARTS	VEHICLE REPAIRS	102.52	69146	3/02/21	
1937-991332	NAPA AUTO PARTS	VEHICLE REPAIRS	44.84	147.36	69188	3/12/21
030221	PHILLIP NEWTON	COLLINS, JAMES 10YR/WATCH	90.00	69190	3/12/21	
031221	OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES	443.95	69216	3/23/21	
3/2/21	OPPD	UTILITIES	350.75	1323048	3/22/21	
5835332	PAPILLION SANITATION	DUMPSTERS	50.36	69191	3/12/21	
5836089	PAPILLION SANITATION	DUMPSTERS	54.00	104.36	69191	3/12/21
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	150	FIRE TOTAL		6,217.07		
	AMBULANCE					
22221	CD, LLC	EMS TRAINING	300.00	69168	3/12/21	
2238675	EMERGENCY MEDICAL PRODUCTS	SUPPLIES/AMBULANCE	848.87	69178	3/12/21	
2238676	EMERGENCY MEDICAL PRODUCTS	SUPPLIES/AMBULANCE	48.54	69178	3/12/21	
2240832	EMERGENCY MEDICAL PRODUCTS	SUPPLIES/AMBULANCE	45.78	943.19	69209	3/23/21
2291954	IOWA WESTERN COMM COLLEGE	TRAINING - EMS FIRE/TRAUMA	15.00	69141	3/02/21	
2292062	IOWA WESTERN COMM COLLEGE	TRAINING - EMS FIRE/AIRWAY	15.00	30.00	69141	3/02/21
01/0221	JENNIE EDMUNDSON HOSPITAL	SUPPLIES/AMBULANCE	135.26	69212	3/23/21	
61926188	459-PRAXAIR DISTRIBUTION INC	SUPPLIES-AMBULANCE	34.07	69150	3/02/21	
61953557	459-PRAXAIR DISTRIBUTION INC	SUPPLIES-AMBULANCE	34.38	68.45	69150	3/02/21
02082021	CARTER LAKE SMOKE EATERS	EMS TRAINING	125.00	69153	3/02/21	
022521	UNMC CENTER FOR CONT. ED	CPR FIRE MEMBERS	20.00	69197	3/12/21	
9874046112	VERIZON WIRELESS	PHONES/WIFI/IPADS	41.76	69156	3/02/21	
2/28/21	WEX BANK	FUEL	262.25	1323047	3/22/21	
			-----			
	160	AMBULANCE TOTAL		1,925.91		
	BUILDING INSPECTOR					
2/16/21	BLACK HILLS ENERGY	UTILITIES	17.70	1323010	3/08/21	
3/2/21	OPPD	UTILITIES	36.43	1323048	3/22/21	
9874046112	VERIZON WIRELESS	PHONES/WIFI/IPADS	104.67	69156	3/02/21	
			-----			
	170	BUILDING INSPECTOR TOTAL		158.80		
	ANIMAL CONTROL					
03092021	NEBRASKA HUMANE SOCIETY	CONTRACT-ANIMAL CONTROL	21.00	69189	3/12/21	
9874046112	VERIZON WIRELESS	PHONES/WIFI/IPADS	24.55	69156	3/02/21	
			-----			
	190	ANIMAL CONTROL TOTAL		45.55		
	TRAFFIC					
3/2/21	OPPD	UTILITIES	125.11	1323048	3/22/21	

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INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
		240 TRAFFIC TOTAL		125.11		
	LIBRARY					
03102021	SYNCB/AMAZON	SUPPLIES-LIBRARY	332.92	69199	3/23/21	
031021	SYNCB/AMAZON	SUPPLIES-LIBRARY	329.32	662.24	69199	3/23/21
17	ANDRE'S PRO CLEAN	CLEANING		400.00	69124	3/02/21
2/16/21	BLACK HILLS ENERGY	UTILITIES		215.36	1323010	3/08/21
030721	COX BUSINESS SERVICES	TELEPHONE/INTERNET	63.78		69172	3/12/21
2/23/21	COX BUSINESS SERVICES	INTERNET/LIBRARY	96.00	159.78	1323043	3/15/21
166694	DATASERV CORPORATION	COMPUTER NETWORK		49.00	69176	3/12/21
2021-2022	FONTENELLE FOREST	LIB MEMBERSHIP PROGRAM		300.00	69179	3/12/21
28829948	GREAT AMERICAN FINANCIAL SERV	LIBRARY COPIER	99.11		69180	3/12/21
28829948ACH	GREAT AMERICAN FINANCIAL SERV	LIBRARY COPIER	99.11	198.22	1323044	3/20/21
030821	LAURITZEN GARDENS	CORPORATE MEMBERSHIP DRIVE		75.00	69184	3/12/21
24778	NOAH'S ARK ANIMAL WORKSHOP	SUPPLIES/PROGRAMS		146.88	69147	3/02/21
3/2/21	OPPD	UTILITIES		339.07	1323048	3/22/21
5835405	PAPILLION SANITATION	DUMPSTER/LIBRARY		53.53	69191	3/12/21
0570150	THE PENWORTHY COMPANY	BOOKS-LIBRARY		124.79	69192	3/12/21
14532463	QUILL CORPORATION	SUPPLIES-LIBRARY	83.54		69151	3/02/21
14570526	QUILL CORPORATION	SUPPLIES-LIBRARY	214.99		69151	3/02/21
14706097	QUILL CORPORATION	SUPPLIES-LIBRARY	11.98		69151	3/02/21
14710388	QUILL CORPORATION	SUPPLIES-LIBRARY	27.87		69151	3/02/21
14839735	QUILL CORPORATION	SUPPLIES-LIBRARY	851.97	1,190.35	69222	3/23/21
		410 LIBRARY TOTAL		3,914.22		
	PARKS/RECREATION					
MR085-20	CITY OF CARTER LAKE	LIGHT WINNER/ PMNT FOR PERMIT		69.50	69204	3/23/21
1219	SCOTT CROWDER	HOLIDAY LIGHT WINNER		5.50	69207	3/23/21
1601a	FANCY STITCHING	BALL TSHIRTS / PREPAYMENT		1,000.00	69233	3/24/21
031221	OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES		79.99	69216	3/23/21
		430 PARKS/RECREATION TOTAL		1,154.99		
	SENIOR CENTER					
2/16/21	BLACK HILLS ENERGY	UTILITIES		319.07	1323010	3/08/21
2/23/21	COX BUSINESS SERVICES	INTERNET/SR CENTER		53.60	1323043	3/15/21
022521	DOLLAR GENERAL-MSC 410526	CARDS		9.10	69135	3/02/21
01/21	LIBERTY NATIONAL		87.56-		1323052	3/26/21
02/21	LIBERTY NATIONAL		97.10-		1323052	3/26/21
3/21	LIBERTY NATIONAL		93.38-	278.04-	1323052	3/26/21
031021	MANUEL TIRE SHOP	Tire Repair/SR CENTER		19.00	69185	3/12/21
3/2/21	OPPD	UTILITIES		295.71	1323048	3/22/21
131844	THERMAL HEATING AIR PLUMB	HVAC/BLOWER REPLACEMENT		910.51	69194	3/12/21
2/28/21	WEX BANK	FUEL		151.31	1323047	3/22/21
		499 SENIOR CENTER TOTAL		1,480.26		
	LEGISLATIVE					
020121	COUNCIL BLUFFS ADV	PUBLICATIONS/ADMIN ACCT		75.46	69173	3/12/21

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
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		610 LEGISLATIVE TOTAL		75.46		
EXECUTIVE						
2/16/21	BLACK HILLS ENERGY	UTILITIES	17.70	1323010	3/08/21	
030121	CUMBERLEDGE, RON	PHONE REIMBURSEMENT	50.00	69131	3/02/21	
042021	CUMBERLEDGE, RON	PHONE REIMBURSEMENT	50.00	100.00	69208	3/23/21
3/2/21	OPPD	UTILITIES	36.43	1323048	3/22/21	
			-----			
		611 EXECUTIVE TOTAL		154.13		
ADMINISTRATIVE						
032121	AMERICAN NATIONAL BANK		49.08	69200	3/23/21	
2/16/21	BLACK HILLS ENERGY	UTILITIES	115.07	1323010	3/08/21	
022821	KONICA MINOLTA BUSINESS	COPIER	75.13	69213	3/23/21	
271777551	KONICA MINOLTA BUSINESS	COPIER	65.33	140.46	69182	3/12/21
031221	OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES	216.75	69216	3/23/21	
031721	OFFICE OF AUDITOR OF STATE	Filing Fee/Admin	425.00	69217	3/23/21	
ORD0100480	OMAHA DOOR & WINDOW CO.	DOOR MAINTENANCE	1,996.72	69148	3/02/21	
3/2/21	OPPD	UTILITIES	157.88	1323048	3/22/21	
5835332	PAPILLION SANITATION	DUMPSTERS	16.78	69191	3/12/21	
5836089	PAPILLION SANITATION	DUMPSTERS	17.99	34.77	69191	3/12/21
37333	PEOPLESERVICE, INC	BILLING/WATER	629.84	69220	3/23/21	
3313033975	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE #1391608	143.55	69149	3/02/21	
			-----			
		620 ADMINISTRATIVE TOTAL		3,909.12		
CITY HALL						
2/16/21	BLACK HILLS ENERGY	UTILITIES	416.02	1323010	3/08/21	
10665MO	BUG-Z TERMITE/PEST CNTRL	PEST CONTROL	107.00	69167	3/12/21	
1560011717	COVERALL N. AMERICA, INC	CLEANING	4.75	69130	3/02/21	
1560012135	COVERALL N. AMERICA, INC	CLEANING	121.71	126.46	69171	3/12/21
2/23/21	COX BUSINESS SERVICES	TELEPHONE/INTERNET City Hall	685.78	1323043	3/15/21	
166220	DATASERV CORPORATION	COMPUTER NETWORK	4,375.00	69134	3/02/21	
166261	DATASERV CORPORATION	COMPUTER NETWORK	159.00	69176	3/12/21	
166361	DATASERV CORPORATION	COMPUTER NETWORK	134.30	4,668.30	69176	3/12/21
10354	ELECTRONIC CONTRACTING CO	FIRE ALARM CONTRACT	398.96	69136	3/02/21	
031221	OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES	72.00	69216	3/23/21	
ORD0099740	OMAHA DOOR & WINDOW CO.	DOOR MAINTENANCE	505.55	69148	3/02/21	
3/2/21	OPPD	UTILITIES	570.78	1323048	3/22/21	
131319	THERMAL HEATING AIR PLUMB	REPAIR HVAC NOT HEATING	459.80	69154	3/02/21	
131927	THERMAL HEATING AIR PLUMB	ADMIN THERMOSTAT/REPLACED	349.89	809.69	69194	3/12/21
17573	WEBSITES TO IMPRESS	WEBSITE	240.00	69224	3/23/21	
			-----			
		650 CITY HALL TOTAL		8,600.54		
MISC						
3/1/21	AUXIANT	Insurance Admin Fee	150.00	1323008	3/01/21	
13092180	BOMGAARS	MARK MURRAY	149.99	69202	3/23/21	
02262021	D A DAVIDSON & CO	ANNUAL DISCLOSURE FILING	1,000.00	69132	3/02/21	
326510	HANEY SHOE STORE	SAFETY SHOES/MARK MURRAY	97.99	69139	3/02/21	

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		699 MISC TOTAL	1,397.98			
		001 GENERAL TOTAL	84,074.59			
PJMM01190120P	COMMUNITY CENTER COMM CENTER CIP CBRE	MANAGEMENT FEE	3,910.00	69128	3/02/21	
		460 COMM CENTER CIP TOTAL	3,910.00			
		003 COMMUNITY CENTER TOTAL	3,910.00			
	PARKS HOTEL/MOTEL LIABILITIES					
PR20210305	COLONIAL INSURANCE CO	COLONIAL INS	54.33	1323029	3/26/21	
PR20210319	COLONIAL INSURANCE CO	COLONIAL INS	54.33	108.66 1323029	3/26/21	
PR20210305	DELTA DENTAL OF IOWA	DENTAL INS	46.80	1323027	3/26/21	
PR20210319	DELTA DENTAL OF IOWA	DENTAL INS	46.80	93.60 1323027	3/26/21	
PR20210305	FED/FICA TAXES	FED/FICA TAX	805.53	1323013	3/12/21	
PR20210319	FED/FICA TAXES	FED/FICA TAX	973.40	1,778.93 1323022	3/26/21	
PR20210305	IPERS	IPERS	523.49	1323023	3/26/21	
PR20210319	IPERS	IPERS	637.11	1,160.60 1323023	3/26/21	
PR20210305	GIS BENEFITS	LIFE INSURANCE	10.80	1323026	3/26/21	
PR20210319	GIS BENEFITS	LIFE INSURANCE	10.80	21.60 1323026	3/26/21	
PR20210305	TREASURER, STATE OF IOWA	STATE TAXES	121.00	1323024	3/26/21	
PR20210319	TREASURER, STATE OF IOWA	STATE TAX	137.00	258.00 1323024	3/26/21	
PR20210305	WELLMARK BLUE CROSS AND	MEDICAL INS	208.99	1323025	3/26/21	
PR20210319	WELLMARK BLUE CROSS AND	MEDICAL INS	208.99	417.98 1323025	3/26/21	
		050 LIABILITIES TOTAL	3,839.37			
	PARKS/RECREATION					
6281105087531	ADVANCED AUTO PARTS	BRAKE PADS PK TRUCK	72.65	69122	3/02/21	
2/16/21	BLACK HILLS ENERGY	UTILITIES	17.70	1323010	3/08/21	
2/23/21	COX BUSINESS SERVICES	TELEPHONES/PARKS	55.98	1323043	3/15/21	
21-018	ELKHORN FENCE CO	SPLIT RAIL	3,616.00	69137	3/02/21	
345134	J & J SMALL ENGINE	CYCLE OIL	42.24	69142	3/02/21	
345611	J & J SMALL ENGINE	BLADE MOWER	147.27	189.51 69142	3/02/21	
39570	MENARDS	SUPPLIES/SCREW/EYE	3.98	69186	3/12/21	
39903	MENARDS	SUPPLIES	44.94	48.92 69214	3/23/21	
3/2/21	OPPD	UTILITIES	875.84	1323048	3/22/21	
5835332	PAPILLION SANITATION	DUMPSTERS	50.36	69191	3/12/21	
5836089	PAPILLION SANITATION	DUMPSTERS	54.00	104.36 69191	3/12/21	
239521	PROFESSIONAL TREE SERVICE	REMOVAL/WAVECREST PK	1,500.00	69193	3/12/21	
9874046112	VERIZON WIRELESS	PHONES/WIFI/IPADS	102.87	69156	3/02/21	
2/28/21	WEX BANK	FUEL	321.20	1323047	3/22/21	
		430 PARKS/RECREATION TOTAL	6,905.03			



INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
		004 PARKS HOTEL/MOTEL TOTAL	10,744.40			
11055	AMBULANCE FEES AMBULANCE QUICK MED CLAIMS	BILLING/AMBULANCE	305.55	1323046	3/20/21	
		160 AMBULANCE TOTAL	305.55			
		010 AMBULANCE FEES TOTAL	305.55			
	ROAD USE TAX LIABILITIES					
PR20210305	FED/FICA TAXES	FED/FICA TAX	389.95	1323013	3/12/21	
PR20210319	FED/FICA TAXES	FED/FICA TAX	389.95	779.90	1323022	3/26/21
PR20210305	IPERS	IPERS	271.72	1323023	3/26/21	
PR20210319	IPERS	IPERS	271.72	543.44	1323023	3/26/21
PR20210305	GIS BENEFITS	LIFE INSURANCE	4.05	1323026	3/26/21	
PR20210319	GIS BENEFITS	LIFE INSURANCE	4.05	8.10	1323026	3/26/21
PR20210305	TREASURER, STATE OF IOWA	STATE TAXES	71.25	1323024	3/26/21	
PR20210319	TREASURER, STATE OF IOWA	STATE TAX	71.25	142.50	1323024	3/26/21
		050 LIABILITIES TOTAL	1,473.94			
	ROAD USE					
170763	ACTION BATTERIES	78 SERIES TRUCK 6	79.39	69121	3/02/21	
022821	ADVANCED AUTO PARTS	SILVERADO	76.76	69198	3/23/21	
022021	AMERICAN AUTO PARTS	2010 EXPEDITION R DR MIRROR	100.00	69123	3/02/21	
2/16/21	BLACK HILLS ENERGY	UTILITIES	875.15	1323010	3/08/21	
9308239931	LAWSON PRODUCTS	SUPPLIES/MAINTENANCE	218.16	69143	3/02/21	
38432	MENARDS	SUPPLIES	186.69	69144	3/02/21	
38497	MENARDS	SUPPLIES	131.26	69144	3/02/21	
38566	MENARDS	SUPPLIES	95.47	69144	3/02/21	
38932	MENARDS	SUPPLIES	23.48	436.90	69144	3/02/21
175088	MICHAEL TODD & CO	SUPPLIES/MAINT	300.56	69215	3/23/21	
200412	MICHAEL TODD & CO	SUPPLIES/MAINT	438.76	69145	3/02/21	
200612	MICHAEL TODD & CO	SUPPLIES/MAINT	68.56	69187	3/12/21	
200613	MICHAEL TODD & CO	SUPPLIES/MAINT	234.16	1,042.04	69187	3/12/21
1937-990057	NAPA AUTO PARTS	VEHICLE REPAIRS	11.76	69188	3/12/21	
1937-990547	NAPA AUTO PARTS	VEHICLE REPAIRS	13.99	69188	3/12/21	
3999-221976	NAPA AUTO PARTS	VEHICLE REPAIRS	8.55	69188	3/12/21	
987713	NAPA AUTO PARTS	VEHICLE REPAIRS	53.13	87.43	69188	3/12/21
200605	OMAHA COMPOUND COMPANY	SUPPLIES	148.99	69218	3/23/21	
ORD0100313	OMAHA DOOR & WINDOW CO.	DOOR MAINTENANCE	135.25	69219	3/23/21	
3/2/21	OPPD	UTILITIES	277.25	1323048	3/22/21	
5835332	PAPILLION SANITATION	DUMPSTERS	50.36	69191	3/12/21	
5836089	PAPILLION SANITATION	DUMPSTERS	54.00	104.36	69191	3/12/21
022121	SHEARD CONSTRUCTION	8" 2CATEPILLARS & OPERATOR	375.00	69152	3/02/21	
15190223	TITAN MACHINERY	CASE TRACTOR	778.60	69155	3/02/21	
15218224	TITAN MACHINERY	AIR FILTER/CASE TRACTOR	51.52	830.12	69196	3/12/21
9874046112	VERIZON WIRELESS	PHONES/WIFI/IPADS	170.88	69156	3/02/21	
2/28/21	WEX BANK	FUEL	465.31	1323047	3/22/21	

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		210 ROAD USE TOTAL	5,422.99			
3/2/21	STREET LIGHTS OPPD	UTILITIES	6,657.78	1323048	3/22/21	
		230 STREET LIGHTS TOTAL	6,657.78			
		110 ROAD USE TAX TOTAL	13,554.71			
	EMPLOYEE BENEFITS					
	POLICE					
3/16/21	AUXIANT	HEALTH INS/Police	247.44	1323045	3/20/21	
3/2/21	AUXIANT	HEALTH INS	153.97	1323009	3/02/21	
3/23/21	AUXIANT	HEALTH INS/Police	30.00	1323049	3/23/21	
3/30/21	AUXIANT	HEALTH INS/Police	48.89	1323050	3/30/21	
3/9/21	AUXIANT	HEALTH INS/Police	562.68	1,042.98	1323038	3/09/21
		110 POLICE TOTAL	1,042.98			
	FIRE					
3/30/21	AUXIANT	HEALTH INS/Fire	126.41	1323050	3/30/21	
		150 FIRE TOTAL	126.41			
		112 EMPLOYEE BENEFITS TOTAL	1,169.39			
	WATER REVENUE					
	LIABILITIES					
PR20210305	COLONIAL INSURANCE CO	COLONIAL INS	67.83	1323029	3/26/21	
PR20210319	COLONIAL INSURANCE CO	COLONIAL INS	67.83	135.66	1323029	3/26/21
PR20210305	DELTA DENTAL OF IOWA	DENTAL INS	54.60	1323027	3/26/21	
PR20210319	DELTA DENTAL OF IOWA	DENTAL INS	54.60	109.20	1323027	3/26/21
PR20210305	FED/FICA TAXES	FED/FICA TAX	889.84	1323013	3/12/21	
PR20210319	FED/FICA TAXES	FED/FICA TAX	807.40	1,697.24	1323022	3/26/21
PR20210305	IPERS	IPERS	689.76	1323023	3/26/21	
PR20210319	IPERS	IPERS	644.60	1,334.36	1323023	3/26/21
PR20210212	LIBERTY NATIONAL	LIBERTY NATIONA	12.00	1323052	3/26/21	
PR20210219	LIBERTY NATIONAL	LIBERTY NATIONA	16.00	1323052	3/26/21	
PR20210305	LIBERTY NATIONAL	LIBERTY NATIONA	13.00	1323052	3/26/21	
PR20210319	LIBERTY NATIONAL	LIBERTY NATIONA	13.00	54.00	1323052	3/26/21
PR20210305	GIS BENEFITS	LIFE INSURANCE	16.78	1323026	3/26/21	
PR20210319	GIS BENEFITS	LIFE INSURANCE	16.78	33.56	1323026	3/26/21
PR20210305	TREASURER, STATE OF IOWA	STATE TAXES	151.00	1323024	3/26/21	
PR20210319	TREASURER, STATE OF IOWA	STATE TAX	134.00	285.00	1323024	3/26/21
PR20210305	WELLMARK BLUE CROSS AND	MEDICAL INS	1,193.96	1323025	3/26/21	
PR20210319	WELLMARK BLUE CROSS AND	MEDICAL INS	1,193.96	2,387.92	1323025	3/26/21
		050 LIABILITIES TOTAL	6,036.94			

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INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	WATER					
MISC00000445788	COUNCIL BLUFFS WATER WORKS	WATER TESTING	100.00	69127	3/02/21	
MISC00000447515	COUNCIL BLUFFS WATER WORKS	WATER TESTING	100.00	200.00 69203	3/23/21	
2/21	TREASURER, STATE OF IOWA	SALES TAX/Admin Fee		347.04 1323040	3/15/21	
2/21	TREASURER, STATE OF IOWA	WATER EXCISE TAX	2,108.00	1323041	3/15/21	
02/21	LIBERTY NATIONAL		2.00-	1323052	3/26/21	
2/26/21	MUD	WATER ACCT 112000331048	10,450.00	1323042	3/15/21	
37333	PEOPLESERVICE, INC	BILLING/WATER	7,939.09	69220	3/23/21	
		810 WATER TOTAL	21,042.13			
		600 WATER REVENUE TOTAL	27,079.07			
	SEWER REVENUE					
	SEWER					
126140	BACKLUND PLUMBING	CAMEL JET VAC TRUCK	1,800.00	69125	3/02/21	
521028	BACKLUND PLUMBING	REPAIRS/SEWER/	6,975.00	8,775.00 69201	3/23/21	
18165	BLUFFS ELECTRIC, INC.	SEWER REPAIRS		600.00 69126	3/02/21	
199051	CITY OF OMAHA CASHIER	SEWER	37,623.76	69206	3/23/21	
199136	CITY OF OMAHA CASHIER	SEWER	292.94	69170	3/12/21	
199137	CITY OF OMAHA CASHIER	SEWER/Pump Maint	15.72	37,932.42 69170	3/12/21	
2/23/21	COX BUSINESS SERVICES	TELEPHONES/SEWER		168.08 1323043	3/15/21	
2/21	TREASURER, STATE OF IOWA	SALES TAX/Sewer		452.84 1323040	3/15/21	
0118183.01-25	LAMP RYNEARSON & ASSOCIATES	Engineer Fees	2,058.92	69183	3/12/21	
0118183.02-5	LAMP RYNEARSON & ASSOCIATES	Engineer Fees	5,492.20	69183	3/12/21	
118183.02-4	LAMP RYNEARSON & ASSOCIATES	Engineer Fees	7,000.00	14,551.12 69183	3/12/21	
3/2/21	OPPD	UTILITIES		1,989.80 1323048	3/22/21	
72170	THIELE GEOTECH INC	SEWER/INFRASTRUCTURE REPAIR		120.00 69195	3/12/21	
2/28/21	WEX BANK	FUEL		677.60 1323047	3/22/21	
		815 SEWER TOTAL	65,266.86			
		610 SEWER REVENUE TOTAL	65,266.86			
	GARBAGE FEES					
	GARBAGE					
2/21	TREASURER, STATE OF IOWA	SALES TAX/Garbage		1.12 1323040	3/15/21	
666	IA WASTE SERVICES LLC	LANDFILL TONAGE		1,941.64 69140	3/02/21	
		840 GARBAGE TOTAL	1,942.76			
		670 GARBAGE FEES TOTAL	1,942.76			
	VILLAGE POST OFFICE					
	VILLAGE POST OFFICE					
3/30/21	USPS - US POSTAL SERVICE	POSTAGE/POST OFFICE	1,101.85	1323053	3/30/21	

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
3/9/21	USPS - US POSTAL SERVICE	POSTAGE/POST OFFICE	1,101.85	2,203.70	1323039	3/09/21
		890 VILLAGE POST OFFICE TOTAL		2,203.70		
		760 VILLAGE POST OFFICE TOTAL		2,203.70		
		Accounts Payable Total		210,251.03		
	Payroll Checks					
		001 GENERAL		1,781.57		
		Total Paid On: 3/01/21		1,781.57		
		001 GENERAL		27,896.94		
		004 PARKS HOTEL/MOTEL		2,375.60		
		110 ROAD USE TAX		1,289.73		
		600 WATER REVENUE		2,993.78		
		Total Paid On: 3/12/21		34,556.05		
		001 GENERAL		27,376.53		
		004 PARKS HOTEL/MOTEL		2,923.86		
		110 ROAD USE TAX		1,289.73		
		600 WATER REVENUE		2,754.03		
		Total Paid On: 3/26/21		34,344.15		
		Total Payroll Paid		70,681.77		
		Report Total		280,932.80		

# CLAIMS REPORT

## CLAIMS DEPT SUMMARY

Payroll Checks: 3/01/2021- 3/31/2021

DEPT	NAME	AMOUNT
------	------	--------

050	LIABILITIES	56,131.42
110	POLICE	46,309.30
150	FIRE	10,893.67
160	AMBULANCE	2,231.46
170	BUILDING INSPECTOR	1,018.62
190	ANIMAL CONTROL	601.77
210	ROAD USE	8,002.45
230	STREET LIGHTS	6,657.78
240	TRAFFIC	125.11
410	LIBRARY	8,891.64
430	PARKS/RECREATION	13,359.48
460	COMM CENTER CIP	3,910.00
499	SENIOR CENTER	3,955.25
610	LEGISLATIVE	978.78
611	EXECUTIVE	1,032.38
620	ADMINISTRATIVE	10,631.91
650	CITY HALL	8,600.54
699	MISC	1,397.98
810	WATER	26,789.94
815	SEWER	65,266.86
840	GARBAGE	1,942.76
890	VILLAGE POST OFFICE	2,203.70
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	TOTAL DEPARTMENTS	280,932.80

**CLAIMS REPORT**  
**WARNING REPORT**

Payroll Checks: 3/01/2021- 3/31/2

ERROR MESSAGE	PAID THRU	# EMP
PAYROLL NOT UPDATED:	12/30/2009	8 CHECKS

**OVERTIME AND COMPTIME REPORT****March 5, 2021****MAINTENANCE OVERTIME**

		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
BOB MCCLOUD			
02/21/21	Snow Removal	6 1/2	165.75
02/24/21		2	51.00
02/26/21		3/4	19.13
02/28/21		2	51.00
		<u>11 1/4</u>	<u>\$ 286.88</u>
RANDY SMITH			
02/21/21	Snow Removal	6 1/2	\$ 171.99
	<b>TOTAL MAINT OVERTIME:</b>	<b>17 3/4</b>	<b>\$ 458.87</b>

**POLICE OVERTIME**

		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
MATT OWENS			
03/03/21	K9 Recertification	8	315.96
03/04/21		1	39.50
2/20 to 3/5	1/2 hr x 6 days / Dog Maintenance	3	118.49
	<b>TOTAL POLICE OVERTIME:</b>	<b>12</b>	<b>\$ 473.94</b>

**PARKS DEPT OVERTIME**

		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
CHARLES BENNETT			
02/21/21	Snow Removal	2	\$ 37.86
RONNIE FISHER			
02/21/21	Snow removal	4 1/4	\$ 114.75
MARK MURRAY			
02/21/21	Snow removal	4 1/4	\$ 146.63
	<b>TOTAL PARKS OVERTIME:</b>	<b>10 1/2</b>	<b>\$ 299.24</b>

**FIRE DEPT OVERTIME:**

		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
PHILLIP NEWTON			
02/21/21	Snow Removal	6	\$ 209.52
	<b>TOTAL FIRE DEPT OVERTIME:</b>	<b>6</b>	<b>\$ 209.52</b>
	<b>TOTAL ALL OVERTIME:</b>	<b><u>46 1/4</u></b>	<b><u>\$ 1,441.56</u></b>

**COMPTIME EARNED:**

		<b><u>OT HOURS</u></b>	<b><u>COMP HRS</u></b>
JOSH DRISCOLL			
02/22/21	Project Harmony Interviews	3	4 1/2
02/27/21	Late call	1/2	3/4
		<u>3 1/2</u>	<u>5 1/4</u>
JACOB HUSCROFT			
02/25/21		1	1 1/2
03/04/21	Court	3	4 1/2
		<u>4</u>	<u>6</u>
ADAM SWINARSKI			
02/28/21	Late Call	1/4	1/2
LAURI WILHITE			
02/25/21		1/4	3/8
03/01/21		1 1/4	1 7/8
		<u>1 1/2</u>	<u>2 1/4</u>
	<b>TOTAL COMPTIME EARNED:</b>	<b><u>9 1/4</u></b>	<b><u>14</u></b>

## OVERTIME AND COMPTIME REPORT

March 5, 2021

### COMPTIME USED:

### HOURS

GARY CHAMBERS	
03/01/21	4
NICK DARGY	
02/24/21	10
02/25/21	10
	<hr/> 20
JOSH DRISCOLL	
03/01/21	6
MARCOS MARQUEZ	
03/03/21	4
MATTHEW SEWING	
03/03/21	3
ADAM SWINARSKI	
02/23/21	1/2
02/27/21	4 3/4
	<hr/> 5 1/4
<b>TOTAL COMPTIME USED:</b>	<hr/> <b>42 1/4</b> <hr/>

### COMPTIME BALANCES:

### HOURS

GARY CHAMBERS	5 1/4
NICK DARGY	49
JOSH DRISCOLL	37 1/4
RYAN GONSIOR	49
JACOB HUSCROFT	71 1/4
MARCOS MARQUEZ	3
ROBERT MCCLOUD	43 1/2
MATT OWENS	45 3/4
MATTHEW SEWING	14 3/4
ADAM SWINARSKI	16 1/2
LAURI WILHITE	2 1/4
<b>TOTAL COMP BALANCES:</b>	<hr/> <b>337 1/2</b> <hr/>

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### ADMIN BALANCES:

### HOURS

SHAWN KANNEDY	80
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**OVERTIME AND COMPTIME REPORT**

March 19, 2021

**MAINTENANCE OVERTIME**

		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
RANDY SMITH			
03/13/21	Storm pumps	2	52.92
03/14/21	Storm pumps	6	158.76
<b>TOTAL MAINT OVERTIME:</b>		<b>8</b>	<b>\$ 211.68</b>

**POLICE OVERTIME**

		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
JOSH DRISCOLL			
03/11/21		1/2	\$ 23.84
MATT OWENS			
3/6 to 3/19	1/2 hr x 6 days / Dog Maintenance	3	\$ 122.24
<b>TOTAL POLICE OVERTIME:</b>		<b>3 1/2</b>	<b>\$ 146.08</b>

**PARKS DEPT OVERTIME**

		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
CHARLES BENNETT			
02/21/21	Correction from last P/R	2 1/4	42.59
<b>TOTAL PARKS OVERTIME:</b>		<b>2 1/4</b>	<b>\$ 42.59</b>
<b>TOTAL ALL OVERTIME:</b>		<b>13 3/4</b>	<b>\$ 400.35</b>

**COMPTIME EARNED:**

		<b><u>OT HOURS</u></b>	<b><u>COMP HRS</u></b>
MATTHEW SEWING			
03/10/21	Late call	1/2	3/4
03/13/21	Late call	3/4	1 1/4
		1 1/4	2
ADAM SWINARSKI			
03/07/21	Late Call	1/4	3/8
03/10/21	Late Call	3/4	1 1/8
		1	1 1/2
<b>TOTAL COMPTIME EARNED:</b>		<b>2 1/4</b>	<b>3 1/2</b>

**COMPTIME USED:**

GARY CHAMBERS		
03/10/21		2 1/4
JACOB HUSCROFT		
03/07/21		3
03/19/21		2
		<hr/> 5
MARCOS MARQUEZ		
03/13/21		3
ROBERT MCCLLOUD		
03/12/21		2 3/4
03/15/21		8
03/16/21		8
03/17/21		8
03/18/21		8
03/19/21		8
		<hr/> 42 3/4
MATTHEW SEWING		
03/17/21		1 1/2
03/18/21		1/2
		<hr/> 2
ADAM SWINARSKI		
03/13/21		8
		<hr/>
TOTAL COMPTIME USED:		63

## OVERTIME AND COMPTIME REPORT

March 19, 2021

### COMPTIME BALANCES:

### HOURS

GARY CHAMBERS	3
NICK DARGY	49
JOSH DRISCOLL	37 1/4
RYAN GONSIOR	49
JACOB HUSCROFT	66 1/4
MARCOS MARQUEZ	0
ROBERT MCCLOUD	3/4
MATT OWENS	45 3/4
MATTHEW SEWING	14 3/4
ADAM SWINARSKI	10
LAURI WILHITE	2 1/4
<b>TOTAL COMP BALANCES:</b>	<b>278</b>

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### ADMIN BALANCES:

### HOURS

SHAWN KANNEDY	80
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Library Board Meeting  
Brooks-Fennell Multi-Purpose Room  
Monday, March 29, 2021  
2:00 p.m.

Attendees: Bonnie Freeman, Viki Hawkins, Donna Callender and Bob Zagozda. Library Director Theresa Hawkins. Late: Delbert Settles. Absent: Patti Midkiff and Jo Chullino

Bonnie called the meeting to order.

Minutes: Bob made the motion to accept the minutes of the February 2021 meeting. Donna seconded. Motion passed.

Financial Report: Bob made the motion to accept the January 2021 city financial report. Viki seconded. Motion passed.

Action on Bills: Discussion on the damaged computer desks. Maintenance Supervisor ordered new tops. Maintenance Department should pay invoice for desks and Library will reimburse Maintenance Department back when new tops are installed without damage. Donna made the motion to approve all other bills. Bob seconded. Motion passed.

Librarian' Report: Bob made the motion to accept the report. Viki seconded. Motion passed.

**February Circulation/Revenue Reports**

Magazine/Newspaper Circulation	37
Reference Questions	28
WIFI Usage	87
Computer Usage	76
Tech Help	25
Bridges	(Audio - 10, E-Book - 22, Magazine - 8 & Movie - 5)
Notary	2
New Cards	Adult – 1 Juvenile - 1
Patron Count	674
Circulation	369
Fontenelle Forest Pass	0
Lauritzen Garden Pass	3
Coffee Club	3 meetings/27Adults
Grab & Go	14
Makerspace	3
Multi-Purpose Meetings	2 meetings/21 Adults

**Revenue**

Photo Copies	\$ 7.20
Computer Print-outs	\$29.65
Fax	\$14.00
Laminate	\$ 0.00
Donation (Library CIP)	\$23.25

Masks are no longer required in the library but there are signs asking that patrons please wear a mask while in the library.

Art Center Makerspace is available for use. Teens have been using the Teen Area after school.

E-mail notifications to Lauritzen Gardens, Fontenelle Forest, Durham Museum and the Omaha Henry Doorly Zoo about the library pass program. Have only heard back from Lauritzen Gardens and Fontenelle Forest.

Copier/Fax machine quit working. Technician from Bishop Equipment came and had to replace the hard drive and add newest software updates. Graph of most circulated books for 30-day period February 15 – March 15.

Unfinished Business: None

New Business: Change library board meetings back to 6:00 pm starting April 26, 2021 meeting. Delbert made the motion to accept the time change. Bob seconded. Motion passed.

Policy Updates – Bulletin Board/Display Policy and Weather/Emergency Closing Policy. Discussion on wording changes to both policies. Theresa will make changes as discussed for adoption.

Viki made the motion to adjourn. Delbert seconded. Meeting adjourned 2:50 p.m.

Submitted  
Viki Hawkins, Secretary  
March 29, 2021

# **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 & Rescue \*\*\*\***

### **Month: March 2021**

**Continuous Issues/Budget:**

**Employee and Organization Development:**

**Pancake Breakfast: Pancake Breakfast on May 2<sup>nd</sup>, 2021 at the Fire Station**

Monthly Meetings:	6:30-Done	Officers: 9 members, Mass: 18 members, Smoke Eaters, 17 members
Fire training:	9-noon	gear/scba 7 members
Fire training:	7-10pm	gear/scba 9 members
EMS training:	7-10pm	psych, medications 14 members

**Safety Minutes:** Please see safety minutes attached to email

**Safety Committee:** Next Safety Meeting is May 5th 13:00 at City Hall.

**Total Calls for the month:** 2020 – 431 Total calls 2019- 443 Total Calls 2018 – 494 Total Calls

EMS (ambulance) 35

Fire/Other calls: 8

**Other: Additional Information for Mayor, City Council & Citizens:**

#### **1. Looking for In Town Volunteers, Call Phill at station 712-347-5900**

2. New Breakfast schedule. Public breakfasts will now be 3 times a year. Breakfasts will be in February, May & October. We will also continue to do the breakfast in July for pancakes in the park. This will be held only in the park and only for the attendees of the church service.



# Carter Lake Iowa Police Department

950 E Locust St, Carter Lake, IA 51510

Phone (712) 347-5920 Fax (712) 347-6486

## CFS Monthly Report

Printed on March 31, 2021

### Codes With Descriptions

	Totals	
911 - 911 HANGUP CALL	3	3
ADMIN - ADMINISTRATIVE ASSIGNMENT	1	1
ALAA - AUDIBLE ALARM	1	1
ALAB - BUSINESS ALARM	3	3
ANIMAL - ANIMAL COMPLAINT	10	10
ARES - RESIDENTIAL OR HOME ALARM	2	2
ASSA - ASSAULT	2	2
BDC - BROADCAST	5	5
BURG - BURGLARY	6	6
CIVIL - CIVIL PAPERS, CIVIL SITUATION, KEEP THE PEACE	3	3
CLOC - CHECK LOCATION	26	26
CLOC - CHECK LOCATION; EMED - MEDICAL EMERGENCY	1	1
CLOC - CHECK LOCATION; FOBURN - OPEN BURN (FIRE RESPONSE)	1	1
COMPLAINT - COMPLAINT REPORT	7	7
CRIM - CRIMINAL MISCHIEF OR VANDALISM	3	3
CWEL - CHECK THE WELFARE	20	20
CWEL - CHECK THE WELFARE; EMED - MEDICAL EMERGENCY	1	1
DISTBAR - DISTURBANCE AT A BAR	1	1
DIST - DISTURBANCE	23	23
DIST - DISTURBANCE; E4 - ASSAULT/SEXUAL ASSAULT/STUN GUN	1	1
E12 - CONVULSIONS/SEIZURES; ASFD - ASSIST FIRE DEPARTMENT	1	1
E17 - FALLS; ASFD - ASSIST FIRE DEPARTMENT	2	2
E26 - SICK PERSON (SPECIFIC DIAGNOSIS); ASFD - ASSIST FIRE DEPARTMENT	2	2
FOLL - FOLLOW UP	26	26
FOUND - FOUND PROPERTY	5	5
FRAUD - FRAUD OR FORGERY	1	1
HARR - HARASSMENT	2	2
HOLD - POLICE HOLD	2	2
INTO - INTOXICATED SUBJECT	2	2
JUV - JUVENILE PROBLEMS	5	5
MJUV - MISSING JUVENILE	2	2
MOTA - MOTORIST ASSIST	2	2
MPERSON - MISSING PERSON	1	1
NOIS - NOISE COMPLAINTS	3	3
OPEN - OPEN DOOR	2	2
PARKING - PARKING PROBLEMS, CONTINUOUSLY PARKED VEHICLE	6	6
PDHR - PROPERTY DAMAGE HIT AND RUN	1	1
REST - PROTECTIVE OR RESTRAINING ORDER VIOLATION	1	1
ROAD - ROAD RAGE	1	1

**Codes With Descriptions**

	<b>Totals</b>	
STNV - STOLEN VEHICLE	1	1
SUSP - SUSPICIOUS ACTIVITY	28	28
THEFT - THEFT	7	7
THREAT - THREATS	3	3
TRAFFIC - TRAFFIC STOP	154	154
TRESPASS - TRESPASSING	15	15
TRESPASS - TRESPASSING; E21 - HEMORRHAGE/LACERATIONS	1	1
VICE - DRUGS, PROSTITUTION, VICE ASSIGNMENT	1	1
WANTED - WANTED PERSON	2	2
<b>Totals</b>	<b>399</b>	<b>399</b>



## Carter Lake Iowa Police Department

950 E Locust St, Carter Lake, IA 51510

Phone (712) 347-5920 Fax (712) 347-6486

### CLPD Monthly Arrest Report

Printed on March 31, 2021

Case Number	Charges	Arrest Date	Last, First Name	Address
CL21-000110	Possess Drug Paraphernalia; Carry	02/25/21	WEBSTER, RYAN	1031 AVENUE H,
CL21-000082	POSSESSION OF CONTROLLED	02/09/21	DAHLGREN, DANNY	1000 LOCUST STREET,
CL21-000091	VIOLATION OF NO	02/28/21	KOMOR, APRIL	
CL21-000121	Trespass -- Refuse to Vacate, \$0	02/28/21	KOMOR, APRIL	
CL21-000120	OMVWOC -- Motor Vehicle;	02/28/21	HAWKINS, TYLAN	901 SILVER LANE,
CL21-000118	OPERATING WHILE	02/26/21	BAUGHMAN,	
CL21-000070	Disorderly Conduct -- Fighting	02/03/21	BENNETT, REMO	2510 ABBOTT PLZA,
CL21-000115	VIOLATION OF NO	02/26/21	DANIELS, PATRICK	13TH AND AVE P,
CL21-000068	FUGITIVE FROM JUSTICE - 1989	02/03/21	PORTER, RANDY	
CL21-000105	HOLD FOR OTHER IOWA	02/22/21	SPORLEDER, JAMES	9TH AND AVE H,
CL21-000065	Domestic Abuse Assault, 1st Off	02/02/21	RING, DANIEL	1507 WALKER STREET,
CL21-000088	Child Endangerment, Bodily Injury	02/13/21	RIOS, JUAN	3510 N 9TH STREET,
CL21-000087	Domestic Abuse Assault, 1st Off	02/12/21	ROSS, RYAN	
CL21-000078	FUGITIVE FROM JUSTICE - 1989	02/08/21	KUNZMAN, JOSHUA	9TH AND WOOD AVE,

Case Number

Charges

Arrest Date

Last, First Name

Address

**Total Records: 14**