

**AGENDA
CITY OF CARTER LAKE
REGULAR CITY COUNCIL MEETING
CITY HALL – 950 LOCUST ST.
MONDAY, JANUARY 17, 2022 AT 7:00 P.M.**

- I. Max Levy Hearing
 - II. Pledge of allegiance
 - III. Roll call
 - IV. Approval of the agenda
 - A. Additions or deletions
 - V. Consent agenda
 - VI. New business
 - A. Approve appointment of Mayor Pro Tem
 - B. Approve appointment of City Clerk
 - C. Approve appointment of City Attorney
 - D. Approve salvage yard permit for Lakeside Auto Recyclers
 - E. Approve salvage yard permit for City Super Shop
 - F. Approve liquor license for Improvement Club
 - G. Approve liquor license for Kwik Shop
 - H. Appeal regarding Conditional Use Permit for TSL property
 - I. Communication from the public:
 - a. None received
 - J. Communications from:
 - 1. Department Supervisors
 - 2. Mayor Ronald Cumberledge
 - a. Community Center Project
 - i. establish name
 - ii. management of community center
 - 3. Denise Teeple
 - a. NeighborWorks memorandum
 - b. Committees for interviewing:
 - i. Community Center Director
 - ii. Maintenance Director
 - 4. Victor Skinner
 - a. Wages
 - 5. Jackie Wahl
 - a. Meeting procedures regarding public input
 - 6. Planning Board update
- VII. ORDINANCES AND RESOLUTIONS:
 - A. Second reading of amendment for warehousing
 - B. Second reading for amendment for large garages added to residential areas
 - C. Second reading of ordinance to amend golf cart ordinance
 - D. Resolution to set wages for library staff
 - E. Resolution to set Max Levy

SEE NEXT PAGE

- F. Resolution to approve pay request #004 for community center project
 - G. Resolution to approve pay request #005 for SJ LOUIS construction of sewer lining
 - H. Resolution to approve pay request #006 for USDA reimbursement for sewer project
 - I. Resolution for Sewer agreement with Omaha
 - VIII. Comments from the Mayor, City Council members and citizens (3 minutes each)
- Adjourn

CONSENT AGENDA

- 1. City council minutes – DECEMBER
- 2. Planning board minutes – DECEMBER
- 3. Board of adjustments - none
- 4. Abstract of claims for approval – DECEMBER
- 5. Receipts for approval – DECEMBER
- 6. Overtime and comp time reports – DECEMBER
- 7. Financial reports as submitted to the council – DECEMBER
- 8. Department head reports – DECEMBER

NOTICE OF PUBLIC HEARING - CITY OF CARTER LAKE - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 1/17/2022 **Meeting Time:** 07:00 PM **Meeting Location:** Carter Lake City Hall at 950 Locust Street

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.cityofcarterlake.com

City Telephone Number
(712) 347-6320

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	182,862,031	194,448,385	194,448,385	
Tax Levies:				
Regular General	1,481,183	1,481,183	1,575,032	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs	58,270	58,270	58,270	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement			0	
FICA & IPERS	145,800	145,800	145,800	
Other Employee Benefits	132,070	132,070	132,070	
Total Tax Levy	1,817,323	1,817,323	1,911,172	5.16
Tax Rate	9.93822	9.34604	9.82868	

Explanation of significant increases in the budget:

There was a 5.16% increase in property tax assessments

If applicable, the above notice also available online at:

-

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

Explanation of MAX PROPERTY TAX LEVY requirements

The City Council is conducting a public hearing on the proposed Fiscal Year City maximum property tax levy (below) on Monday, January 17th at 7:00 p.m.

SF634 passed out of the Senate and then the House in April, 2019. The bill established "maximum property tax dollars" which is equal to 102% of last year's revenue for certain levies (listed below). The bill allows cities to exceed the 2% threshold with a 2/3 majority vote of council after notice, public hearing and 20 day wait as laid out in the bill.

Cities are now required to have two public hearings for their annual budget.

This first public hearing is establishing our maximum property tax dollars for our 2022/2023 budget. This includes our regular general levy, liability, property & self-insurance costs, emergency levy, FICA/IPERS, and other employee benefits (insurance costs). What is not included in this hearing is our Debt Service Levy. It will be included when the final budget is approved in March. The Carter Lake City Council will have another public hearing for the final budget which includes the taxes on this first hearing.

This is not a new tax, but an additional requirement of the annual budget process. We are simply required to have two public hearings. We are exceeding the 2% threshold because our need for tax dollars is no more than last year. Current year's tax levy is \$9.94. This year's tax levy will be no more than \$9.83 a decrease of 11 cents.

Following the first public hearing, SF 634 requires a resolution be adopted approving the maximum tax dollars (property tax plus utility replacement tax request) that may be assessed during the budget year.

The city is required to set the maximum requested property tax dollars for General Fund non-voted (Regular General, Contract for Use of Bridge, Operation & Maintenance of Non-Owned Civic Center, Operation & Maintenance of Owned Civic Center, Planning a Sanitary Disposal Project, Liability/Property/Self-Insurance, and Support of Local Emergency Management Commission) and Special Revenue Fund levies (Emergency, Police & Fire Retirement, FICA & IPERS, and Other Employee Benefits) for the next fiscal year.

If the total increase in requests is 2% higher than the current year, the council will need to approve the resolution by supermajority (2/3 vote). The adopted resolution must be posted on the city web site (if one exists) and must be maintained on the city website forever.

Following the resolution adoption, the council can set a time, date and place for the hearing on the full city budget and proceed in accordance with the regular budget process. Per SF 634, the regular budget hearing notice now includes how to obtain information on the process to protest a city budget. DOM has added this language to the standard notice.

The budget, as adopted by the council, now cannot exceed the maximum property tax asking as adopted in the maximum levy resolution. Lastly, SF 634 extended the budget deadline to March 31.

LAKESIDE AUTO RECYCLERS, INC.





**FETT'S CITY
MOTOR
CENTER, INC.**



**APPLICATION FOR
SALVAGE PERMIT**

TO: Mayor and City Council
Carter Lake, Iowa 51510

I hereby apply for a permit to operate a salvage yard at

2813 N 9th St

Street in Carter Lake, Iowa.

Legally described as:

Kind of Building:

Metal-Block

Total area in Square Feet:

3500 Sq Ft

Proposed Use of Building:

Commercial

Nature of Business:

Salvage Yard

Will sales or retail be made on the premises?

Yes

Owner's Name:

Michael Levell

Owner's Address:

2910 N 9th St Carter Lake IA 51510

Owner's Phone Number:

(402) 690-4087

Firm?

Partnership?

Corporation?

X

Name and addresses of all associates, partners or officers:

Michael Levell - same as above

Date of Application

11/19/21

I hereby agree to comply with all requirements set forth in the Carter Lake, Iowa City Code,
Chapter 5.12, Junk and Salvage Yards

Signature of Owner:

Michael Levell

APPLICATION FOR SALVAGE PERMIT

TO: Mayor and City Council
Carter Lake, Iowa 51510

Gentlemen:

I hereby apply for a permit to operate a salvage yard at City Super Shop

Street in Carter Lake, Iowa.

Legally described as: 1103 E Locust St

Kind of Building: Office & Shop

Total area in Square Feet: 135907

Proposed Use of Building: Shop

Nature of Business: Repairs

Will sales or retail be made on the premises? Yes

Owner's Name: GARY FETT

Owner's Address: 3711 W 13th St

Owner's Phone Number: 407-707-3388

Firm? _____ Partnership? _____ Corporation? Inc

Name and addresses of all associates, partners or officers: GARY FETT Owner

Scott Crowder, Director

Date of Application 12/16/21

I hereby agree to comply with all requirements set forth in the Carter Lake, Iowa City Code,
Chapter 5.12, Junk and Salvage Yards.

Signature of Owner: [Signature]

Jackie Carl

From: Phill Newton
Sent: Tuesday, January 4, 2022 12:53 PM
To: Jackie Carl
Cc: Denise Teeple; Jackie Wahl; Jason Gundersen; Keebie Kessler; Lisa Ruehle; Pat Paterson; Pat Paterson; ron cumberledge; Ronald Cumberledge
Subject: RE: Liquor Licenses
Attachments: Fett 3.jpg; LeVell 1.jpg; Fett 1.jpg; Fett 2 .jpg

Inspections on Improvement club was done last week and they are in compliance. Kwik shop was done earlier today and is compliance. I would recommend both of these license renewals.

Fetts City Motor, was inspected today as well. I had spoken with Gary last week about the ongoing fence issue which is still not fixed along avenue J where the fire was on 3-29-21. He said he cant get it fixed now either him or the insurance company due to no one to do it and now it's too cold. Spoke with Scotty today during the inspection and he doesn't know other than they don't want to pay for it cause they believe Lakeside should be paying. Myself and Shawn have had a few conversations per the Mayor to City motor about this since the fire . I told both Gary and Scotty I was going to address it in my notes to the Mayor and City Council and go from there. I have attached 3 pics of his fence as it currently is. Other than this he had a electrical panel that needed fixed which he was getting someone to do now and I asked him to move some piles of debris outside his building exits. Other than this things appear within compliance.

I also went through Lakeside today, Mike was sick but I met with his son. They are doing a very nice job on their property as for being in compliance. I did attach one picture of the huge cement blocks along Ave J and was told today that this is what they are going to use to build a new barrier between the properties of Lakeside and City Motor that way if they get hit it obviously wont tear them up like it would a steel fence. No time frame given, said he thinks they might be putting in some strong fitting to set them on.

Let me know if there is anything else you need, thanks.

Phillip J. Newton
Fire Department & Safety Coordinator

Carter Lake, Iowa Fire Department
950 Locust Street
Carter Lake, Iowa 51510
clfire@carterlake-ia.gov
Station # 712-347-5900
Cell# 402-657-8976

From: Jackie Carl <jackie.carl@carterlake-ia.gov>
Sent: Tuesday, January 4, 2022 10:54 AM
To: Phill Newton <phill.newton@carterlake-ia.gov>
Subject: RE: Liquor Licenses

How are you coming on checking the salvage yards?
Also need notes on Improvement Club and Kwik shop for their liquor licenses.

Jackie Carl

City Clerk

City of Carter Lake | 950 Locust Street | Carter Lake, IA 51510
Tel (712) 847-0534 | Fax (712) 347-5454 | www.cityofcarterlake.com

From: Phill Newton <phill.newton@carterlake-ia.gov>
Sent: Monday, December 27, 2021 9:38 AM
To: Jackie Carl <jackie.carl@carterlake-ia.gov>
Subject: RE: Liquor Licenses

Ok, plan on doing the junk yards this week as well

Phillip J. Newton
Fire Department & Safety Coordinator

Carter Lake, Iowa Fire Department
950 Locust Street
Carter Lake, Iowa 51510
clfire@carterlake-ia.gov
Station # 712-347-5900
Cell# 402-657-8976

From: Jackie Carl <jackie.carl@carterlake-ia.gov>
Sent: Monday, December 27, 2021 9:27 AM
To: Phill Newton <phill.newton@carterlake-ia.gov>; Chief Kannedy <chief.kannedy@clpd.carterlake-ia.gov>
Subject: Liquor Licenses

Please check on Kwik Shop and Improvement Club Liquor licenses for the January agenda

Jackie Carl
City Clerk

City of Carter Lake | 950 Locust Street | Carter Lake, IA 51510
Tel (712) 847-0534 | Fax (712) 347-5454 | www.cityofcarterlake.com

Jackie Carl

From: Chief Kannedy
Sent: Tuesday, January 4, 2022 10:10 AM
To: Jackie Carl
Subject: RE: Liquor Licenses

Both the Kwik Shop and the Improvement Club have NO violations or pending vioations.

Shawn

From: Jackie Carl <jackie.carl@carterlake-ia.gov>
Sent: Monday, December 27, 2021 9:27 AM
To: Phill Newton <phill.newton@carterlake-ia.gov>; Chief Kannedy <chief.kannedy@clpd.carterlake-ia.gov>
Subject: Liquor Licenses

Please check on Kwik Shop and Improvement Club Liquor licenses for the January agenda

Jackie Carl

City Clerk

City of Carter Lake | 950 Locust Street | Carter Lake, IA 51510
Tel (712) 847-0534 | Fax (712) 347-5454 | www.cityofcarterlake.com

City of Carter Lake, Iowa
Conditional Use Permit
2614 N 5th Carter Lake, Iowa
[1/10/2022 - LL and Lessee Comments/Draft]

Permit Holder:

Name and Address of Lessee

Permit Location:

2614 N. 5th Street
Carter Lake, IA 51510

Permit Time Period and Permit Renewal:

Conditional use permit is valid for the same lessee of the real property assuming that the lessee is in compliance with all zoning requirements and only for the use permitted. If the lease is transferred for any reason, or if the use of the property changes, the conditional use permit is withdrawn and canceled.

Permit Amendment:

Required for any change in use or change in site plan.

Inspections required:

Prior to issuing initial permit and prior to renewal of permit (if stipulated).

Inspections by Building Official, Fire Department and Public Health and Safety Official to be conducted on an annual basis.

City of Carter Lake can require more frequent inspections as necessary to ensure compliance with the applicable building, fire, health and safety codes and regulations.

City of Carter Lake can require more frequent inspections as necessary to ensure compliance with this conditional use permit.

M-1 Limited Industrial Use:

Equipment Rental and Sales.

Sale or rental of trucks, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing.

Equipment Rental and Sales as Defined:

Rental and sale of temporary liquid handling equipment including pumps, tanks, pipes, and filtration equipment used for flood relief, construction site dewatering, and sewer bypasses.

Days and Hours of Operation:

Monday through Friday, nominally 8 AM to 5 PM. On occasion weeknight and weekend work as needed to respond to emergency callouts.

Conditions:

The outdoor storage of equipment is allowed only in designated "storage" locations.

The equipment is to be maintained and stored consistent with best industry practices and in such a condition as to not result in noxious odor and dust.

The equipment will be kept in a clean condition and be free of any foreign materials or substances. All equipment must meet this requirement before entering the premises.

Any hazardous and/or toxic materials shall be used and stored in compliance with applicable environmental laws.

Compliance with the City of Carter Lake Iowa Uniform Land Development Ordinance Section 23 Supplemental Use Regulations pertaining to Subsection 2307 "Performance Standards in Industrial Districts," except as expressly provided herein. The most restrictive performance standards for both the M-1 Limited Industrial District and M-2 General Industrial District apply.

Landscaping, fencing and other means of screening of the outdoor storage areas will be required and is to be properly maintained to meet the screening standards of the Uniform Land Development Ordinance Section 25 Landscaping and Screening.

Storage of materials and equipment outside facility shall not be higher than the height of items allowed to be transported on a public highway.

Piping, tubing, hose, fittings, and accessories stored outdoors will use appropriate material storage racks with materials kept off the ground.

To the extent practical, the assembly, service, maintenance, and repair of equipment is to be performed indoors.

Storm water related facilities including detention / retention basins and drainage ways are to have turf areas established and be properly maintained according to city ordinances, including maintenance mowing.

Complaints, if any, received from the adjacent residential property owner are to be resolved in a fair and reasonable manner.

The parking and storage of trucks and trailers which are not currently licensed and not capable of being operated on public roadways is not allowed.

The parking and storage of trucks, trailers and equipment not owned by the lessee is not allowed.

The outdoor storage of frac tanks, weir tanks and other similar tanks (about 45' L x 8'6" W x 13' H + height of handrail) is allowed and not to exceed 10 tanks at any time.

The outdoor storage of poly tanks with a capacity of 4,900 to 6,900 gallons (about 10' diameter x 13'10" H) is allowed and not to exceed 4 tanks at any time.

The outdoor storage of roll off boxes (trash dumpsters) with a capacity of 10 to 20 cubic yards (about 10' L x 8' W x 6.5' H) is allowed and not to exceed 10 boxes at any time.

The outdoor storage of frac tanks, weir tanks and other similar tanks, poly tanks and roll-off boxes, to the extent permitted, are (a) to be grouped together and stored by type at a single designated location within the outdoor storage area that minimizes exposure to public view, and (b) to be stored in areas to minimize visibility from public streets.

Changes to outdoor lighting will be made to address any complaint from the public or adjacent property owners pertaining to but not limited to light pollution light intensity and glare.

MEMORANDUM OF UNDERSTANDING FOR PROJECT DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into as of the dates indicated below, by and between New Community Development Corporation d/b/a NeighborWorks Home Solutions, a Nebraska non-profit corporation (hereinafter referred to as “NWHS”) and the City of Carter Lake, Iowa (hereinafter referred to as the “CITY”). For the purposes of this Agreement, NWHS and the Owners may be referred to as a “Party” or collectively may be referred to as the “Parties”.

WHEREAS, NWHS is a Community Housing Development Corporation with an ongoing mission and directive to improve and enhance real estate in the community where it operates as part of its charitable purposes.

WHEREAS, the CITY has an interest in assisting development of residential housing within its jurisdiction thereby improving the welfare of its residents.

WHEREAS, the CITY and NWHS wish to enter into a more detailed Project Development Agreement regarding the use of Tax Increment Financing to develop residential real estate within the CITY’s boundaries, specifically at an area of approximately seven and 7/100 (7.06) acres near the intersection of Avenue K and 9th Street in Carter Lake, Iowa (hereinafter referred to as the “Property”).

WHEREAS, the parties believe it is appropriate and necessary to set forth their respective rights, obligations and expectations prior to investing resources to construct the improvements on the Property located near the intersection of Avenue K and 9th Street (collectively referred to as the “Project”).

WHEREAS, the parties believe that it will be necessary to enter in a more detailed agreement to include the specifics of the Project, including the terms and conditions of a Tax Increment Financing Agreement to be entered into between the parties.

NOW, THEREFORE, the Parties acknowledge that they have provided good and lawful consideration and enter into this Agreement and stipulate to the following:

- 1. TERM.** The term of this Agreement shall be from the date that this Agreement is signed by all parties to the time that NWHS substantially completes the Project.
- 2. INITIAL OBLIGATIONS OF THE CITY.** The CITY shall perform the following matters:
 - a) The CITY shall introduce and pass at a regularly-scheduled meeting of its City Council, with sufficient notice as may be required by law, a Resolution of the Council approving Tax Increment Financing to fund the cost of building the infrastructure needed for the Project, including any use of bonds to be issued by the CITY, if any, and any corresponding interest on said bonds.
 - b) The CITY shall obtain approval through its Planning Department of the Preliminary Plat for the project.

2. **OBLIGATIONS OF NWHS.** Following the completion of the CITY's obligations described in Section 2 of this Agreement, above, NWHS will perform the following matters:

- a) NWHS shall purchase the land necessary for the Project, that being a tract of real estate of approximately 7.06 acres near the intersection of Avenue K and 9th Street in Carter Lake, Iowa (hereinafter the "Property").
- b) NWHS shall undertake the Project and assume responsibility for the build-out of at least thirty-six (36) single-family homes at the Property following the assembly and completion of infrastructure at the Property.
- c) NWHS will fund the initial capital costs, including without limitation: Purchase of the Property, any necessary Feasibility Study, the architectural fees, engineering fees, materials, construction costs and associated costs to fully complete the Project.
- d) NWHS, by and through its employees and architects as may be needed, will handle all the construction bidding and contract administration matters to fully construct and complete the Project. All the bidding, contract award and construction administration will be administered by the NWHS Architects for the Project and be undertaken in accordance with generally recognized competitive bidding procedures that are substantially in compliance with public projects of this size and scope undertaken by municipalities. The results of the competitive bidding process will be reviewed with the CITY for approval prior to the award to a low, responsive bidder; CITY will not withhold approval to a low, responsible bidder as recommended by the Architects for the Project, unless for an objective, rational reason that is provided to NWHS in writing.
- e) During the construction of the Project, NWHS will ensure the construction documents for the same include provisions for the insurance coverage and amounts required by CITY and naming CITY as additionally insured during the period of construction and installation. NWHS will comply with the provisions of Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15, C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.
- f) NWHS agrees to indemnify, defend, and hold harmless CITY and its employees, officers, and agents from any liability, damages, loss, cost or expense for personal injury, death, or property damage incurred by either party, their employees, officers, or agents, or any third parties, including but not limited to NWHS members or volunteers, arising out of or in connection with the construction, installation, maintenance, repair, or use of the Project or the Property, except as may be caused by the intentional tort or gross negligence of CITY or its employees, officers or agents.
- g) NWHS, at its expense, agrees that upon ground breaking and during the term of this Agreement it shall purchase and maintain an insurance policy with respect to the Property in a form approved by CITY to provide insurance coverage against all risks of loss or damage

from every cause whatsoever, and such insurance policy shall include general liability insurance with a limit of no less than Two Million (\$2,000,000) general aggregate and One Million (\$1,000,000) per occurrence. Such insurance policy shall name CITY as an additional insured, and shall provide that such insurance may not be cancelled without at least ten (10) days prior written notice to CITY. Within ninety (90) days of the execution of this Agreement, NWHS shall furnish to CITY the appropriate certificate(s) evidencing that such insurance is in force and that CITY is an additional insured thereunder.

3. **ADDITIONAL CITY OBLIGATIONS.** CITY shall perform the following additional matters:

- a) CITY by and through its Public Works Department and/or Parks Department agrees to review and provide comment, input and assistance throughout the process to the NWHS, its employees, architects and its contractors;
- b) CITY agrees to grant to the NWHS a nonexclusive license to use the Property for the purposes stated in this Memorandum of Understanding as may be necessary, including the purposes stated in any subsequent Development Agreement to be entered into between the parties.
- c) CITY shall construct the infrastructure necessary for the project, including roads, sewers, water and other necessary utilities for residential housing at the Property.
- d) City will secure and be responsible for legal counsel qualified and with experience in TIF financing for development projects.
- e) CITY by resolution or other act of its City Council shall designate the property as an Urban Revitalization Zone.
- f) CITY shall hire Snyder and Associates as the engineering firm for the Project.
- g) CITY shall create and solicit an RFP process and proceed with selection of contractors for the infrastructure.
- h) Upon completion of infrastructure assembly at the Property, CITY shall convey any ownership and title interests it may have to the Property to NWHS. CITY shall prepare any necessary Deed and pay for any costs of the conveyance, if any, including any recordation fees.
- i) CITY shall contribute of its staff time per year of this Agreement toward routine maintenance and operation of the Property. Such routine maintenance and operation by CITY shall include snow removal, operation of gates as needed, routine cleanup, and mowing. NWHS shall provide all other maintenance and repairs of the Property, including pavement, sidewalk, and other structural repairs within the Property and its interior areas.
- j) CITY shall allow NWHS to annually conduct at least three large social events on the Property, as allowed by this section. NWHS may use the Property for three large events per year, without the need to apply to CITY for a CITY facility use and event permit nor pay the associated permit fee; provided, that NWHS shall, by January 31 of each year, fill out and provide to CITY the exact date and time of each; and provided further, that NWHS shall

comply with all other City Code regulations applicable to such events on CITY property. NWHS may reasonably use the Property for itself, or allow use of the Property by third parties, for events other than the semi-annual events, subject to application and approval of event permits if and as required under City Code, at least 60 days in advance of the event. The scheduling of such other events may be denied or changed to accommodate CITY's scheduling of other events or activities at Sumtur Amphitheater or elsewhere in the immediate area. CITY may reasonably use the Property from time to time for meetings and events for and by CITY or third parties authorized by it, without compensation; provided, however, that CITY shall provide the NWHS with written notice of any such event at least ten (10) business days prior to the event. The parties agree that they will not use the Property or permit any other person or organization to use the Property in violation of any law, ordinance, or public regulation. CITY may set reasonable rules and regulations which set restrictive capacity limits and govern the use of the Property and parking and other issues that may arise on adjoining areas.

- k) CITY agrees to permit NWHS to conduct educational programs in and around the Property in accordance with rules and regulations that CITY may establish.

4. TERMINATION. This Agreement may be terminated by CITY with ninety (90) days advance written notice upon NWHS for failure to comply with the material terms and conditions of this Agreement, or the failure to raise enough funds to cover the costs of purchase of the Property, construction and installations of the improvements contemplated by this Project. Within ninety (90) days of the termination of this Agreement, NWHS will remove all moveable improvements, if any. Should NWHS fail to remove all moveable improvements, CITY shall have the option to remove all moveable improvements at the cost of NWHS. Upon termination of this Agreement, all permanent improvements shall remain the property of CITY.

This Agreement may be terminated by NWHS if it determines within six (6) months of the execution of this Agreement that there is not enough financial support for the Project and notifies CITY of the situation. Similarly, if NWHS determines it will or likely will fall short of funding goals and cannot proceed, NWHS may notify CITY of its determination to terminate this Agreement without penalty. Any such notice of termination will be communicated to CITY in writing as detailed in Section 5 below.

0. MISCELLANEOUS.

- a) NWHS represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of CITY with a view toward securing a contract or favorable treatment with respect to the wording, amending or making of any determination with respect to the performance of this Agreement.
- b) Tax Increment Financing such as bonds or any other financing method shall not be used to reimburse NWHS for any services or materials provided for this Project.
- c) NWHS will not discriminate or permit discrimination against any person in the participation of fundraising, volunteer services, or other activities contemplated under this Agreement because of race, color, religion, age, sex, sexual orientation, national origin or disability.

- d) This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous, written or oral negotiations, agreements, negotiations, correspondence and understandings between the Parties respecting the subject matter of this Agreement. This Agreement may be modified only by an instrument in writing duly executed by both Parties.
- e) NWHS agrees that it shall not assign this Agreement without the express written approval of Owners. Any transfer or assignment of this Agreement, even if it is caused by the operation of the law, without Owners' approval, shall be void. NWHS further agrees that it shall not sublicense any part of the Property without the Owners' express written approval.
- f) Notification of the parties shall be made by personal delivery or first class mailing as follows:

NWHS: David Hazlewood
NeighborWorks Home Solutions
222 S. 6th St.
Council Bluffs, IA 51501
Tel: (402) 451-2939
Email: dhazlewood@nwhomesolutions.org

With Copy To: Matthew S. McKeever
Burnett Wilson Law, LLP
17525 Arbor St.
Omaha, NE 68130
mckeever@burnettwilsonlaw.com
(402) 934-5500

CITY: _____

With Copy To:

- g) Should any disagreements arise between the parties that cannot be first resolved by discussion, negotiation and mediation, the Parties agree that any such disagreements shall be resolved in an appropriate forum in Pottawattamie County, IA. This Agreement is to be construed and interpreted under the laws and procedures of the State of Iowa.
- h) The individuals executing this Memorandum of Understanding represent that they have the necessary authority to sign and obligate their respective parties to this Agreement.
- i) The Recitals listed in this Agreement are hereby incorporated into this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT

BLANK] [SIGNATURES TO FOLLOW]

IN WITNESS HEREOF, the Parties have duly authorized and executed this Agreement as of the dates indicated below.

**NEW COMMUNITY DEVELOPMENT
CORPORATION d/b/a
NEIGHBORWORKS HOME SOLUTIONS,**
a Nebraska Nonprofit Corporation

BY: _____ Dated:
David Hazlewood
Chief Operating Officer

CITY OF CARTER LAKE, IOWA,
an Iowa Municipal Corporation

BY: _____ Dated:
Printed Name: _____
Title: _____



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

Nathan J. Overberg

515.246.0329

noverberg@ahlerslaw.com

Jenna H.B. Sabroske

515.246.0328

jsabroske@ahlerslaw.com

January 13, 2022

Sent via email: jackie.carl@carterlake-ia.gov

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

RE: Engagement Letter – Urban Renewal Plan/Amendment and Development Agreement

Dear Jackie:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Carter Lake, Iowa (the “City”) in connection with adopting an amendment to an existing urban renewal plan or a new urban renewal plan (the “Amendment/Plan”) and related a development agreement with NeighborWorks Home Solutions in the urban renewal area (the “Development Agreement”), in accordance with Iowa Code Chapter 403.

SCOPE OF ENGAGEMENT

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

1. Prepare the Amendment/Plan in accordance with Iowa Code Chapter 403;
2. Prepare letters of instructions, notices of meetings, and partial agendas for City Council proceedings related to the Amendment/Plan;
3. Prepare proceedings for a resolution setting the dates of a consultation and public hearing on the Amendment/Plan;
4. Prepare proceedings to be used on the date fixed for a public hearing and adoption of the Amendment/Plan;

5. Prepare an ordinance for the division of revenues within the Urban Renewal Area related to the Amendment/Plan under Iowa Code Section 403.19 (“tax increment financing” or “TIF”), and prepare proceedings for adoption (if necessary);
6. Prepare the Development Agreement, per the terms provided to us by the City;
7. Prepare proceedings to be used for setting the date of a public hearing on the Development Agreement, and proceedings for the date fixed for the public hearing and adoption of the Development Agreement;
8. Answer questions and advise City staff and the Council throughout the adoption process for the Amendment/Plan and Development Agreement; and
9. Complete a transcript file record related to the adoption of the Amendment/Plan and Development Agreement.

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

1. Preparing the legal descriptions to be used in the Amendment/Plan or Development Agreement;
2. Defending any legal challenges to or arising out of the Amendment/Plan, any TIF ordinance, or any development agreements thereunder (including the Development Agreement);
3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, or pursuant to a given project, or otherwise acting in a financial advisory role;
4. Administering the Urban Renewal Area or Amendment/Plan, any urban renewal projects, the collection of tax increment, or the Development Agreement after the adoption of the Amendment/Plan and Development Agreement (and after completion of the transcript file on the Amendment/Plan and Development Agreement); or
5. Any bond (finance) related services.

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

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Amendment/Plan and Development Agreement are adopted/approved by the Council and our final invoice has been paid.

FEES

We will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. Mr. Overberg's current hourly rate is \$320, Ms. Sabroske's rate is \$220, and our legal assistant's rate is \$125. It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

RECORDS

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

APPROVAL

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

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


Ahlers & Cooney, P.C.

Sincerely,

By:


Nathan J. Overberg

By:


Jenna H.B. Sabroske

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

By: _____ Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2022.

ZONING CHANGE TO ADD WAREHOUSING

The proposed draft to rezone a portion of the C/L district and C/A district: The Land Use Development Ordinances adopted by the City of Carter Lake, Iowa on August 28, 2006, shall be amended as follows: REZONE A PORTION OF THE C/L DISTRICT AND C/A DISTRICT as described below: Beginning at the Southeastern corner of the intersection at 9th Street and Locust in Carter Lake, Iowa, continuing East to the State boundary line with Nebraska, thence in a southwesterly direction along the State boundary line with Nebraska to Avenue J in Carter Lake, Iowa, thence West to 13th Street in Carter Lake, Iowa, thence North to Wood Avenue in Carter Lake, Iowa, thence West to 9th Street in Carter Lake, Iowa, thence north to the point of beginning, known as the Southeastern corner of the intersection at 9th Street and Locust in Carter Lake, Iowa; To now be included in the C-1 Zoning District in the City of Carter Lake.

AND

Amend the approved use of C-1 District to now include warehousing (enclosed) as a Conditional Use in the C-1 Zoning District of the Unified Land Use Development Ordinances to read as follows:

Warehousing (Enclosed) shall be defined as set forth on page 36, paragraph "I" of said Ordinance as applied to this use.

Minimum Terms for Conditional Use Permit:

1. As a part of the eligibility to obtain a Conditional Use Permit, at least 10% of the enclosed warehouse building space shall be exclusively designated for retail space only, as defined on page 32, paragraph "z" OF THE Unified Land Use Development Ordinances and for no other use. Said retail space show shall be open to and face the main public street adjacent to the front of the building or maybe open to and face the end side of the building should a drive through lane be in use.
2. The site plan, structure, landscaping, and screening of loading docks, loading doors and other service area, shall meet all other requirements of the City of Carter Lake Zoning ordinances and the Unified Land Use Development Ordinances.
3. Compliance with the Uniform Land Development Ordinance's Section 23 Supplemental Use Regulations pertaining to Subsection 2307 "Performance

Standards in Industrial Districts.” The most restrictive performance standard for the both the M-1 Limited Industrial District and M-2 General Industrial District shall apply.

4. Landscaping/fencing and other means of screening of traffic circulation areas or truck and/or trailer parking areas (as defined here) will be required as is to be properly maintained to meet the screening standards of the Uniform Land Development Ordinance.

5. Landscaping/fencing and other means of screening of loading docks, loading doors and other service areas (as defined here) will be required and is to be properly maintained to meet the screening standards of the Uniform Land Development Ordinance.

6. Avenue H is designated as a Truck Route. Access to Ave H via 5th Street. Locust Street is not designated as a Truck Route. The Applicant shall consult the Chief of Police for options of truck routes.

7. The parking and storage of trucks and trailers which are not currently capable of being operated on public roadways are not allowed.

AND

that the TABLE 4-1 "Use Matrix for C-1 type in the Code shall be amended as an approved use for “Warehousing” (enclosed) allowed through a Conditional Use permit (C) in the C-1 Zoning District.

PROPOSED GARAGE SIZE ORDINANCE
REVISED 12-13-2021

2404 Setback Adjustments

(e) Maximum Size: No accessory building other than a garage shall exceed 200 square feet, or 1.5% of total lot area, whichever is larger, within the R-1, R-2, R-3, R/CC, and RM zoning districts, providing that the necessary building permit is obtained. The maximum size of a single-family attached or duplex residential uses shall not exceed 720 square feet, or 25% of the building coverage of the main residential structure, whichever is larger. All accessory buildings on a site, taken together, must comply with the building coverage requirements for the zoning district and shall not occupy more than 30% of any required rear yard. Any individual accessory structure with an area over 120 square feet shall require a building permit and shall utilize exterior materials and building design consistent with the character of the primary structure.

ADD, at the request of the Planning Board:

DETACHED GARAGES: The maximum size of a detached garage for a single-family dwelling on a residential lot being in excess of ½ acre in size, shall have a maximum garage square footage no larger than 4% of the total lot size and no larger than the square footage of the existing home.

RESOLUTION NO. 2022-

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Genevieve Hawkin's wages be set at \$23.50 per hour beginning January 1, 2022. Genevieve was hired to take over as Library Director. She has been employee of the Carter Lake Library for 10.5 years.

Recommended by: Carter Lake Library Board.

Passed and approved this 17th day of January, 2022.

Ron Cumberledge, Mayor

ATTEST:

Jackie Carl, City Clerk

RESOLUTION NO. 2022-

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Elizabeth Byers wages be set at \$12.50 per hour beginning January 1, 2022. Elizabeth was hired as Library Clerk.

Recommended by: Carter Lake Library Board.

Passed and approved this 17th day of January, 2022.

Ron Cumberledge, Mayor

ATTEST:

Jackie Carl, City Clerk

Explanation of MAX PROPERTY TAX LEVY requirements

The City Council is conducting a public hearing on the proposed Fiscal Year City maximum property tax levy (below) on Monday, January 17th at 7:00 p.m.

SF634 passed out of the Senate and then the House in April, 2019. The bill established "maximum property tax dollars" which is equal to 102% of last year's revenue for certain levies (listed below). The bill allows cities to exceed the 2% threshold with a 2/3 majority vote of council after notice, public hearing and 20 day wait as laid out in the bill.

Cities are now required to have two public hearings for their annual budget.

This first public hearing is establishing our maximum property tax dollars for our 2022/2023 budget. This includes our regular general levy, liability, property & self-insurance costs, emergency levy, FICA/IPERS, and other employee benefits (insurance costs). What is not included in this hearing is our Debt Service Levy. It will be included when the final budget is approved in March. The Carter Lake City Council will have another public hearing for the final budget which includes the taxes on this first hearing.

This is not a new tax, but an additional requirement of the annual budget process. We are simply required to have two public hearings. We are exceeding the 2% threshold because our need for tax dollars is no more than last year. Current year's tax levy is \$9.94. This year's tax levy will be no more than \$9.83 a decrease of 11 cents.

Following the first public hearing, SF 634 requires a resolution be adopted approving the maximum tax dollars (property tax plus utility replacement tax request) that may be assessed during the budget year.

The city is required to set the maximum requested property tax dollars for General Fund non-voted (Regular General, Contract for Use of Bridge, Operation & Maintenance of Non-Owned Civic Center, Operation & Maintenance of Owned Civic Center, Planning a Sanitary Disposal Project, Liability/Property/Self-Insurance, and Support of Local Emergency Management Commission) and Special Revenue Fund levies (Emergency, Police & Fire Retirement, FICA & IPERS, and Other Employee Benefits) for the next fiscal year.

If the total increase in requests is 2% higher than the current year, the council will need to approve the resolution by supermajority (2/3 vote). The adopted resolution must be posted on the city web site (if one exists) and must be maintained on the city website forever.

Following the resolution adoption, the council can set a time, date and place for the hearing on the full city budget and proceed in accordance with the regular budget process. Per SF 634, the regular budget hearing notice now includes how to obtain information on the process to protest a city budget. DOM has added this language to the standard notice.

The budget, as adopted by the council, now cannot exceed the maximum property tax asking as adopted in the maximum levy resolution. Lastly, SF 634 extended the budget deadline to March 31.

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:		PROJECT:	APPLICATION NO:	Distribution to:
Carter Lake Community Center		Carter Lake Community Center	4	OWNER <input type="checkbox"/>
Tack Architects, Inc.		1120 Willow Road	PERIOD TO:	ARCHITECT <input type="checkbox"/>
2922 N 61st Street, Studio 1		Carter Lake, IA 51510	12/31/2021	CONTRACTOR <input type="checkbox"/>
Omaha, NE 68104		VIA ARCHITECT:	CONTRACT FOR:	FIELD <input type="checkbox"/>
FROM CONTRACTOR:	Rogge General Contractors Inc.		CONTRACT DATE:	OTHER <input type="checkbox"/>
	6101 S. 58th St., Ste. A		8/16/2021	
	Lincoln, NE 68516		PROJECT NOS:	
			CARTER /	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	4,285,650.00
2. NET CHANGE BY CHANGE ORDERS	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	4,285,650.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	878,200.00
5. RETAINAGE:		
a. 5.00% of Completed Work		
(Columns D + E on G703)	\$	43,910.00
b. % of Stored Material		
(Column F on G703)	\$	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	43,910.00
6. TOTAL EARNED LESS RETAINAGE	\$	834,290.00
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	639,586.55
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	194,703.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 minus Line 6)	\$	3,451,360.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Rogge General Contractors Inc.

By: [Signature]

State of: Iowa

County of: Pottawattamie

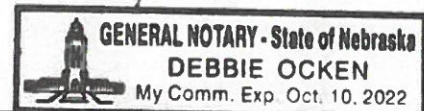
Subscribed and sworn to before me this

7th day of January, 2022

Notary Public: [Signature]

My commission expires:

10-10-22



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 194,703.45

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature]

By: [Signature]

Date: 1-13-2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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REQUEST FOR PAYMENT DETAIL

Project: CARTER / Carter Lake Community Center Invoice: 3330

Draw: 4

Period Ending Date: 12/31/2021

Page 2 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1-060	Mobilization	22,140.00	20,000.00			20,000.00	90.33	2,140.00	1,000.00
1-100	General Conditions	154,519.00	40,655.00	14,233.00		54,888.00	35.52	99,631.00	2,744.40
1-400	Bond	55,350.00	55,350.00			55,350.00	100.00		2,767.50
2-045	Termite Treatment	3,446.00		1,498.00		1,498.00	43.47	1,948.00	74.90
2-062	Landscaping	29,944.00						29,944.00	
2-070	Selective Demolition	20,655.00	6,634.00			6,634.00	32.12	14,021.00	331.70
2-300	Earthwork	103,330.00	44,370.00			44,370.00	42.94	58,960.00	2,218.50
2-750	Paving Sealant	1,105.00						1,105.00	
2-821	Chain-Link Fences	25,830.00	7,764.00			7,764.00	30.06	18,066.00	388.20
3-036	Concrete Reinforcing	11,708.00	11,708.00			11,708.00	100.00		585.40
3-300	ConcreteFlatwk/footings	260,672.00	136,979.00			136,979.00	52.55	123,693.00	6,848.95
3-410	Precast Concrete	423,976.00		42,178.00		42,178.00	9.95	381,798.00	2,108.90
3-415	Grouting	6,578.00						6,578.00	
4-810	Masonry	46,844.00						46,844.00	
5-040	Steel/Precast Erection	165,019.00						165,019.00	
5-120	Structural Steel	498,701.00	274,784.00			274,784.00	55.10	223,917.00	13,739.20
6-100	Rough Carpentry	8,837.00						8,837.00	
6-200	Trim Carpentry	21,262.00						21,262.00	
6-400	Casework	13,947.00						13,947.00	
6-405	Countertops	21,649.00						21,649.00	
7-210	Building Insulation	20,611.00						20,611.00	
7-412	Wall Panels	38,659.00		20,562.00		20,562.00	53.19	18,097.00	1,028.10
7-500	Weather Barrier	19,992.00						19,992.00	
7-531	Roofing	278,272.00						278,272.00	
7-900	Joint Sealant	19,846.00						19,846.00	
8-010	Doors, Frames & Hardware	82,606.00		20,229.00		20,229.00	24.49	62,377.00	1,011.45
8-040	Glass & Glazing	97,861.00						97,861.00	
8-331	Coiling Doors	9,152.00						9,152.00	
9-005	Carpet/Resilient Flooring	71,298.00						71,298.00	
9-260	Drywall	265,169.00		37,950.00		37,950.00	14.31	227,219.00	1,897.50
9-653	Gym Flooring	92,691.00						92,691.00	
9-900	Painting	76,379.00						76,379.00	
10-110	Visual Displays	1,877.00						1,877.00	

REQUEST FOR PAYMENT DETAIL

Project: CARTER / Carter Lake Community Center Invoice: 3330



Draw: 4

Period Ending Date: 12/31/2021

Page 3 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
10-155	Toilet Partitions	13,786.00						13,786.00	
10-265	Wall Protection	399.00						399.00	
10-505	Lockers	3,371.00						3,371.00	
10-520	Fire Extinguisher Cabinet	1,458.00						1,458.00	
10-651	Folding Panel Partition	34,556.00						34,556.00	
10-800	Toilet & Bath Accessories	7,298.00						7,298.00	
11-490	Gym Equipment	59,439.00	5,864.00			5,864.00	9.87	53,575.00	293.20
12-491	Blinds	3,707.00						3,707.00	
12-760	Telescoping Stands	23,416.00						23,416.00	
15-100	Plumbing	260,926.00	54,191.00			54,191.00	20.77	206,735.00	2,709.55
15-500	HVAC	457,403.00		48,013.00		48,013.00	10.50	409,390.00	2,400.65
15-900	Fire Sprinkler	37,554.00		4,600.00		4,600.00	12.25	32,954.00	230.00
16-100	Electrical	412,412.00	14,950.00	15,688.00		30,638.00	7.43	381,774.00	1,531.90
Totals		4,285,650.00	673,249.00	204,951.00		878,200.00	20.49	3,407,450.00	43,910.00

Contractor's Application for Payment

Owner: CITY OF CARTER LAKE Engineer: LAMP, RYNEARSON Contractor: S.J. LOUIS CONSTRUCTION, INC. Project: SEWER COLLECTION SYSTEM IMPROVEMENTS Contract: SANITARY SEWER SYSTEM IMPROVEMENTS	Owner's Project No.: NA Engineer's Project No.: 0118183.02-004 Contractor's Project No.: NA
Application No.: 5 Application Date: 1/6/2022	
Application Period: From 12/1/2021 to 12/31/2021	
1. Original Contract Price 2. Net change by Change Orders 3. Current Contract Price (Line 1 + Line 2) 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) 5. Retainage a. 10% X \$ 1,343,572.90 Work Completed b. X \$ - Stored Materials c. Total Retainage (Line 5.a + Line 5.b) 6. Amount eligible to date (Line 4 - Line 5.c) 7. Less previous payments (Line 6 from prior application) 8. Amount due this application 9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 2,359,553.90 \$ - \$ 2,359,553.90 \$ 1,343,572.90 \$ 134,357.29 \$ - \$ 134,357.29 \$ 1,209,215.61 \$ 731,328.21 \$ 477,887.40 \$ 1,015,981.00
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor: S.J. Louis Construction, Inc.	
Signature:  Date: 1/10/2022	
Recommended by Engineer By: _____ Title: Senior Construction Engineer Date: 1/10/2022	Approved by Owner By:  _____ Title: City Clerk Date: 1/10/2022
Approved by Funding Agency	
By: Jessica Bass Title: Area Specialist - Rural Development USDA Date: 1/10/2022	By: Grant Anderson Title: MAPA - Comm & Econ Dev. Planner Date: 1/10/2022

Progress Estimate - Unit Price Work

Owner:	CITY OF CARTER LAKE	Contractor's Project No.:	NA
Engineer:	LAMP, RYNEARSON	Engineer's Project No.:	0118183.02-004
Contractor:	S.J. LOUIS CONSTRUCTION, INC.	Contractor's Project No.:	NA
Project:	SEWER COLLECTION SYSTEM IMPROVEMENTS		
Contract:	SANITARY SEWER SYSTEM IMPROVEMENTS		

Contractor's Application for Payment

Application No.: 5		Application Period: From 12/01/21 to 12/31/21		Application Date: 01/06/22							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + J) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
1	Mobilization, Bonds, Insurance	1	LS		Original Contract	0.90	121,500.00		121,500.00	90%	13,500.00
2	Pre-Rehabilitation Pipe Cleaning and Inspection	49,366	LF	\$3.65	180,185.90	49,366.00	180,185.90		180,185.90	100%	-
3	Portland Cement Concrete Pavement Full Depth Patches	590	SY	\$153.00	90,270.00	446.00	68,238.00		68,238.00	76%	22,032.00
4	Sidewalk Removal	25	SY	\$62.00	1,550.00		-		-	0%	1,550.00
5	5" PCC Sidewalk	25	SY	\$155.00	3,875.00		-		-	0%	3,875.00
6	Remove 12" or Smaller Sewer Pipe - Transite Pipe	189	LF	\$86.00	17,114.00	198.00	17,028.00		17,028.00	99%	86.00
7	Remove 12" or Smaller Sewer Pipe - Non Transite Pipe	339	LF	\$13.00	4,407.00	339.00	4,407.00		4,407.00	100%	-
8	Construct 8" Sanitary Sewer Pipe	284	LF	\$700.00	198,800.00	103.00	72,100.00		72,100.00	36%	125,700.00
9	Construct 10" Sanitary Sewer Pipe	216	LF	\$900.00	194,400.00	210.80	189,720.00		189,720.00	98%	4,680.00
10	Construct 12" Sanitary Sewer Pipe	29	LF	\$1,500.00	43,500.00	29.00	43,500.00		43,500.00	100%	-
11	Construct Sanitary Sewer Cleanout	24	EA	\$3,200.00	76,800.00	24.00	76,800.00		76,800.00	100%	-
12	Construct 8" CIPP Spot Liner (24 Locations)	48	LF	\$980.00	47,040.00		-		-	0%	47,040.00
13	Construct 10" CIPP Spot Liner (3 Locations)	6	LF	\$980.00	5,880.00		-		-	0%	5,880.00
14	Construct 12" CIPP Spot Liner (1 Location)	2	LF	\$2,000.00	4,000.00		-		-	0%	4,000.00
15	Construct 8" CIPP Liner	44,056	LF	\$20.00	881,120.00	26,598.00	531,960.00		531,960.00	60%	349,160.00
16	Construct 10" CIPP Liner	2,615	LF	\$21.00	54,915.00	1,304.00	27,384.00		27,384.00	50%	27,531.00
17	Construct 12" CIPP Liner	2,186	LF	\$22.00	47,652.00		-		-	0%	47,652.00
18	Reinstate Service Lateral	809	EA	\$25.00	20,225.00	430.00	10,750.00		10,750.00	53%	9,475.00
19	Centrifugally Cast Cementitious Mortar Manhole Liner (111	808	VF	\$210.00	169,680.00		-		-	0%	169,680.00
20	Centrifugally Cast Cementitious Mortar Manhole Liner With	272	VF	\$430.00	116,960.00		-		-	0%	116,960.00
21	Manhole Invert Repairs	11	EA	\$700.00	7,700.00		-		-	0%	7,700.00
22	Replace Perforated Manhole Cover With Solid Cover	33	EA	\$500.00	16,500.00		-		-	0%	16,500.00
23	Rental of Loader, Fully Operated	50	HR	\$225.00	11,250.00		-		-	0%	11,250.00
24	Rental of Skid Loader, Fully Operated	50	HR	\$185.00	9,250.00		-		-	0%	9,250.00
25	Rental of Dump Truck, Fully Operated	50	HR	\$125.00	6,250.00		-		-	0%	6,250.00
26	Rental of Crawler Backhoe, Fully Operated	50	HR	\$250.00	12,500.00		-		-	0%	12,500.00
27	Conventional Seeding - Type 1	0.2	AC	\$5,000.00	1,000.00		-		-	0%	1,000.00
28	Roll Erosion Control Product - Type 2.A	200	SY	\$6.15	1,230.00		-		-	0%	1,230.00
					Original Contract Totals	\$ 2,359,553.90	\$ 1,343,572.90	\$ -	\$ 1,343,572.90	57%	\$ 1,015,981.00

Contractor's Application for Payment

Owner's Project No.:	NA
Engineer's Project No.:	0118183.02-004
Contractor's Project No.:	NA

[illegible]

CHANGE ORDER NO.: 1

Owner: **CITY OF CARTER LAKE** Owner's Project No.: **NA**
 Engineer: **LAMP, RYNEARSON** Engineer's Project No.: **0118183.02-004**
 Contractor: **S.J. LOUIS CONSTRUCTION, INC.** Contractor's Project No.: **NA**
 Project: **SEWER COLLECTION SYSTEM IMPROVEMENTS**
 Contract Name: **SANITARY SEWER SYSTEM IMPROVEMENTS**
 Date Issued: **12/21/2021** Effective Date of Change Order: **12/21/2021**

The Contract is modified as follows upon execution of this Change Order:

Description:

Revision to Article 4.02 "Contract Times: Date" of the contract document.

Attachments:


None.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 2,359,553.90		Substantial Completion:	November 1, 2021
		Ready for final payment:	December 1, 2021
Increase from previously approved Change Orders No.:		Increase from previously approved Change Orders:	
\$ 0.00		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 2,359,553.90		Substantial Completion:	November 1, 2021
		Ready for final payment:	December 1, 2021
Increase this Change Order:		Increase this Change Order:	
\$ 0.00		Substantial Completion:	272 days
		Ready for final payment:	273 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 2,359,553.90		Substantial Completion:	July 31, 2022
		Ready for final payment:	August 31, 2022


Recommended by Engineer

By: 
 Title: Senior Construction Engineer
 Date: 12/21/2021

Accepted by Contractor

By: 
 Title: S.J. Louis – Project Manager
 Date: 12/21/2021

Authorized by Owner

By: 
 Title: City Clerk
 Date: 12/21/2021

Approved by Funding Agency

By: _____
 Title: Area Specialist – Rural Development USDA
 Date: 12/21/2021

ESTIMATE OF FUNDS NEEDED
FOR
30-Day Period Commencing

Name of Borrower _____

Items	Amount of Funds
Development	\$
Contract or Job No. _____	
Contract or Job No. _____	
Contract or Job No. _____	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Part200 Audit	
Other	
TOTAL	\$

Prepared by _____
Name of Borrower

By _____

Date _____

Approved by _____

Date _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

December 20, 2021

Invoice No: 0118183.02 - 0000015

City of Carter Lake
950 Locust Street
Carter Lake, IA 51510

Project 0118183.02 City of Carter Lake - Sewer Improvement

Professional Services through December 4, 2021

Task 004 Construction Administration

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount
Principal II			
McIntosh, Michael	3.00	243.00	729.00
Oetken, David	.50	243.00	121.50
Senior Project Engineer IV			
Oswald, Scott	6.50	173.00	1,124.50
Senior Construction Engineer IV			
Kratky, Bryan	29.80	167.00	4,976.60
Observer IV			
Mitchell, Robert	22.50	87.00	1,957.50
Wight, Steve	7.50	87.00	652.50
Totals	69.80		9,561.60
Total Labor			9,561.60

Reimbursable Expenses

Mileage/Fuel/Auto Rental	318.28
Total Reimbursables	318.28

Total this Task \$9,879.88

TOTAL INVOICE AMOUNT \$9,879.88

Outstanding Invoices

Number	Date	Balance
0000014	12/8/2021	15,359.14
Total		15,359.14

Terms: Due Upon Receipt

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

***** Check us out on Facebook — Carter Lake Fire & Rescue *****

Month: December 2021

Continuous Issues/Budget:

Employee and Organization Development:

Pancake Breakfast: Pancake Breakfast on February 6th at the Fire Station

Monthly Meetings:	6:30-Done	Officers: 9 members, Mass: 22 members, Smoke Eaters, 21 members
Fire training:	9-noon	search and rescue 6 members
Fire training:	7-10pm	search and rescue 10 members
EMS training:	7-10pm	Pediatric emergencies 16 members

Safety Minutes: Please see safety minutes attached to email

Safety Committee: Next Safety Meeting is October 6th 13:00 at City Hall.

Total Calls for the month:	2021- 546 Total calls	2020 – 431 Total calls	2019- 443
Total Calls			

EMS (ambulance)

Fire/Other calls: **All-time record for calls in 2021**

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

- 1. Looking for In Town Volunteers, Call Phill at the Fire 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.

Meeting Date: _____ Location: _____

Location: _____

[illegible]

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This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

[illegible]

SAFETY ACTION PLAN

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

November 29, 2021

Jackie Carl
Clerk
Carter Lake
950 Locust Street
Carter Lake, Iowa 51510-1529

Dear Jackie Carl:

Thank you for meeting with me on November 16, 2021. The site visit revealed your facilities were in good order and there were either no safety issues identified or the concerns are in the process of being properly addressed.

You and your staff are to be commended for your efforts in providing a safe and healthy work environment.

Thank you, Carter Lake, for your membership with IMWCA. We look forward to working with you to further enhance your safety and loss control efforts.

Please contact me if I can be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "William B. Dickey". The ink is dark and the signature is fluid, with a long, sweeping tail on the letter 'y'.

Bill Dickey
Safety and Risk Improvement Adviser

BUDGET WORKSHOP
Monday, December 13, 2021
Library
6:00 PM

Board members present: Patti, Bonnie, Viki, Delbert, Jo, and Donna.

Absent: Bob

Discussed and reviewed Library Budget: Bob submitted three proposals for wages and Theresa submitted Living Wage Calculator for Iowa. Library board proposing 3% raise for Genevieve in July and a \$1 raise and 40 hours a week for Elizabeth Byers to match up with Iowa living wage. The library board, at their discretion, may hire a new library clerk part-time at \$12.50 an hour after the Community Center opens. Add note on budget to designate \$3,000 out of library CIP for new computers.

Adjourn.

Library Board Meeting
Monday, December 27, 2021
6:00 p.m.

Attendees: Patti Midkiff, Bonnie Freeman, Viki Hawkins, Jo Chullino, Bob Zagozda, and Delbert Settles.

Absent: Donna Calendar.

Library Director Theresa Hawkins and Assistant Director Genevieve Hawkins.

Patti called the meeting to order.

Discuss and finalize library budget FY 22/23.

Bonnie made the motion to set library budget and wages for director and library clerk. Bob seconded.

Motion passed.

Adjourn. Viki made the motion to adjourn. Bob seconded. Meeting adjourned 6:30 p.m.

Submitted
Viki Hawkins, Secretary
December 27, 2021



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 January 1, 2022

Codes With Descriptions

	Totals	
911 - 911 HANGUP CALL	3	3
ADMIN - ADMINISTRATIVE ASSIGNMENT	3	3
ALAB - BUSINESS ALARM	5	5
ANIMAL - ANIMAL COMPLAINT	5	5
ARES - RESIDENTIAL OR HOME ALARM	2	2
ASLE - ASSIST LAW ENFORCEMENT	1	1
BDC - BROADCAST	2	2
BUILD - BUILDING CHECK	1	1
BURG - BURGLARY	7	7
CLOC - CHECK LOCATION	25	25
CLOC - CHECK LOCATION; FSMOKE - CHECK AREA FOR SMOKE	1	1
COMPLAINT - COMPLAINT REPORT	1	1
CRIM - CRIMINAL MISCHIEF OR VANDALISM	4	4
CWEL - CHECK THE WELFARE	15	15
DIST - DISTURBANCE	12	12
DUI - OWI OR IMPAIRED DRIVER	1	1
E21 - HEMORRHAGE/LACERATIONS	1	1
E23 - OVERDOSE/POISONING (INGESTION); ASFD - ASSIST FIRE DEPARTMENT	1	1
E26 - SICK PERSON (SPECIFIC DIAGNOSIS); BDC - BROADCAST	3	3
FOLL - FOLLOW UP	9	9
FOUND - FOUND PROPERTY	2	2
FRAUD - FRAUD OR FORGERY	2	2
HOLD - POLICE HOLD	1	1
INTO - INTOXICATED SUBJECT	1	1
MOTA - MOTORIST ASSIST	2	2
MPERSON - MISSING PERSON	2	2
PARKING - PARKING PROBLEMS, CONTINUOUSLY PARKED VEHICLE	4	4
PDHR - PROPERTY DAMAGE HIT AND RUN	1	1
PD - PROPERTY DAMAGE ACCIDENT	5	5
SHOTF - SHOTS FIRED	1	1
SOLI - SOLICITOR OR SALES PROBLEM	1	1
SUSP - SUSPICIOUS ACTIVITY	12	12
THEFT - THEFT	9	9
TRAFFIC - TRAFFIC STOP	90	90
TRANS - TRANSPORT ARREST/PRISONER	1	1
TRESPASS - TRESPASSING	13	13
VICE - DRUGS, PROSTITUTION, VICE ASSIGNMENT	2	2
WANTED - WANTED PERSON	6	6
Totals	257	257



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 January 1, 2022

Case Number	Charges	Arrest Date	Last, First Name	Address
CL21-001016	HOLD FOR OTHER IOWA	12/30/21	SMITS, ANGELA	3000 AIRPORT RD,
CL21-001003	FUGITIVE FROM JUSTICE - 1989	12/26/21	TAYLOR, PRESTON	400 E LOCUST ST,
CL21-000940	GENERAL PURPOSE REPORT	12/12/21	STOKES, JORDAN	9TH AND SILVER LANE,
CL21-000978	GENERAL PURPOSE REPORT	12/09/21	WOOLSONCROFT,	1031 AVENUE H,
CL21-000968	VIOLATION OF NO	12/02/21	BENNETT, SARAH	1309 SILVER LANE,
CL21-001000	Hold for RCF/Probation Violation	12/25/21	DANIELS, PATRICK	4322 N 15TH ST,
CL21-001000	Contempt --Violation of No	12/25/21	DANIELS, RALPH JR	4322 N 15TH ST,
CL21-000993	Provide False Identification	12/18/21	ASH, CONNOR	3510 N 9TH ST LOT
CL21-000973	VIOLATION OF NO	12/05/21	PECK, TIFFANY	NORTH 9TH ST &
CL21-000949	Contempt --Violation of No	12/25/21	DANIELS, RALPH JR	4322 N 15TH ST,
CL21-001017	POSSESSION OF A CONTROLLED	12/30/21	LOUX, TYRESS	200 E LOCUST ST,
CL21-000982	Improper Rear Lamps; DRIVING	12/11/21	LINDSEY, GIANNA	9TH AND AVE K,
CL21-000974	Child Endangerment, Substantial	12/06/21	LAPOINTE, KRISTA	FREEDOM PARK RD,
CL21-000971	Burglary 3rd Deg -- Non Vehicle	12/04/21	WILSON, VERNON	2210 ABBOTT DR,

Case Number

Charges

Arrest Date

Last, First Name

Address

Total Records: 14