

**NOTICE OF MEETING OF THE CITY COUNCIL  
OF THE CITY OF CARTER LAKE, IOWA**

*City Council agendas are available at [www.cityofcarterlake.com](http://www.cityofcarterlake.com)*

You are hereby notified a meeting of the City Council of the City of Carter Lake, Iowa, will be held **Monday, January 22, 2024, 7:00 p.m., in the Council Chambers, City Hall, 950 East Locust Street, Carter Lake, Iowa**, for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Council.

This is a formal meeting during which the Council may take official action on various items of business. If you wish to speak on an item, please follow the seven participation guidelines adopted by the Council for speakers:

1. Anyone may address the Council on any agenda item.
2. Speakers should approach the microphone one at a time and be recognized by the Mayor.
3. Speakers should give their name, spell their name, give their address, and then their statement.
4. Everyone should have an opportunity to speak. Therefore, please limit your remarks to three minutes on any one item.
5. At the beginning of the discussion on any item, the Mayor may request statements in favor of an action to be heard first, followed by statements in opposition to the action.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under 'Citizen Concerns'.
7. For the benefit of all in attendance, please turn off all cell phones and other communication devices while in the City Council Chambers.

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1. Public hearing on the proposal to enter into a Development Agreement with 10705 South 147th Street, LLC d/b/a Lavigne Enterprises and Patriot Custom Metals, LLC d/b/a PalmSHIELD.
2. Pledge of allegiance
3. Roll call
4. Approval of the agenda
  - a. additions or deletions
5. **CONSENT AGENDA**
  - a. Department head reports
    - i. Parks, Library, Community Center, Senior Services, Maintenance, Police, Fire/EMS
  - b. Liquor License renewal - Kwik Shop
  - c. Salvage Yard Permits
    - i. Lakeside Auto Recyclers
    - ii. Fett's City Super Shop
  - d. Application for Exemption – Urban Revitalization
    - i. 660 Key Circle – Dain Kjar
  - e. Special Commercial Parking Permits
    - i. Kaiser, Hineline, Sheard, Gundersen
  - f. City council minutes
  - g. Planning board minutes - no meeting in December
  - h. Overtime and comp time reports - November & December
  - i. Abstract of claims - November
  - j. Receipts - November
  - k. Financial reports - November

**--END OF CONSENT AGENDA--**

6. Appointments:

- a. City Attorney (1 year)
- b. City Clerk (2 years)
- c. Mayor Pro Tem (1 year)
- d. Planning Board Members (5 years)
  - i. Drew Evers
  - ii. Robert Horan

7. Communications from:

- a. Department Supervisors
- b. Mayor Ronald Cumberledge
  - i. SWIPCO
  - ii. IMPACT 5G – new rate proposal
- c. Jackie Wahl
  - i. Board Application
- d. Jackie Carl
  - i. Clerk Budget Schedule
  - ii. Set public hearing for Max Levy

8. ORDINANCES AND RESOLUTIONS:

- a. Ordinance reducing terms of Library board members from 6 years to 3 years
- b. Resolution approving and authorizing execution of a Development Agreement by and among the City of Carter Lake, 10705 South 147th Street, LLC d/b/a Lavigne Enterprises, and Patriot Custom Metals, LLC d/b/a PalmSHIELD.
- c. Resolution to adopt Ubiquity's Right of Way agreement
- d. Resolution for designated banking signatures
- e. Resolution to designate newspaper publisher
- f. Resolution to designate annual auditor
- g. Depository resolution
- h. Wage resolution for Elizabeth Sanders
- i. Wage resolution for Nicholas Dargy
- j. Wage resolution for Edward Clary
- k. Wage resolution for Jessica Claussen
- l. Wage resolution for Tasha Conley
- m. Wage resolution for Andrea Huey
- n. Wage resolution for Stacey Mecseji
- o. Wage resolution for Michelle Salerno
- p. Wage resolution for Perris Scott

9. Communication from the Public

- a. NONE RECEIVED

CITIZEN CONCERNS (3 minutes per resident)

COUNCIL CONCERNS (3 minutes per member)

ADJOURNMENT

**ADA AND INCLUSIVE LANGUAGE NOTICE**

The City of Carter Lake does not discriminate based on disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need auxiliary aid for effective communication in programs and services of the City of Carter Lake are invited to make their needs and preferences known to the ADA Compliance Officer, City Hall, 950 East Locust Street, (712) 347-6320.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990.

The City of Carter Lake promotes equity and inclusion of protected classes including sex, ethnicity, color, familial status, gender identity, age, marital status, national origin, geographic background, race, creed, religious and spiritual beliefs, sexual orientation, socioeconomic status, mental and physical disability, or veteran status in admission to, access to, or operations of its programs, services, or activities. This notice applies to all departments, employees, commissions, boards, and volunteers that work with the City of Carter Lake.

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF CARTER LAKE IN THE STATE OF IOWA, ON  
THE MATTER OF THE PROPOSAL TO ENTER INTO A  
DEVELOPMENT AGREEMENT WITH 10705 SOUTH 147TH  
STREET, LLC D/B/A LAVIGNE ENTERPRISES AND PATRIOT  
CUSTOM METALS, LLC D/B/A PALMSHIELD, AND THE  
HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Carter Lake in the State of Iowa, will hold a public hearing on January 22, 2024, at 7:00 P.M. in the Council Chambers, City Hall, 950 East Locust Street, Carter Lake, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with 10705 South 147th Street, LLC d/b/a Lavigne Enterprises (the "Developer") and Patriot Custom Metals, LLC d/b/a PalmSHIELD (the "Employer").

The Agreement would obligate the Developer to construct certain Required Improvements (as defined in the Agreement), and contemplates Development will construct certain Additional Improvements (as defined in the Agreement), on certain real property located within the Carter Lake Urban Renewal Area #5 as defined and legally described in the Agreement (the "Development Property"). The Agreement provides that the Required Improvements shall include the renovation of a 60,000 square foot Existing Building to include paving, building renovations, and screening/storage space; and the Additional Improvements include (1) the construction of a new 30,000 square foot building (the "Phase I Additional Improvements"); and (2) construction of a second new 30,000 square foot building (the "Phase II Additional Improvements"). One of the obligations of the Employer relates to employment retention and/or creation.

The Agreement would further obligate the City to make up to ten (10) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Qualifying Improvements (defined as including the Required Improvements and Additional Improvements), the cumulative total for all such payments not to exceed the lesser of \$500,000 or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement. The maximum cumulative total of Economic Development Grants would increase to \$1,000,000 if all of the Qualifying Improvements are timely completed.

The Agreement also proposes that Developer, the Employer, and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Required Improvements for tax purposes at not less than \$3,000,000.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Carter Lake, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer and the Employer. After all objections have been received and considered, the Council will at this

meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Carter Lake in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this 11<sup>th</sup> day of JANUARY, 2023.

A handwritten signature in cursive script that reads "Jackie Carl".

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

(End of Notice)





Membership prior to me coming on as director:



### Memberships By Status

As of 7/1/2023

Show/Hide Details

Mem#	First Name	Last name	Mode	Type	Starts	Expires	Extended?	Fee PerTerm
Active (226 memberships)								

Membership 5 months after I came on as director:



### Memberships By Status

As of 12/31/2023

Show/Hide Details

Mem#	First Name	Last name	Mode	Type	Starts	Expires	Extended?	Fee PerTerm
Active (314 memberships)								

-Prior to coming on the CLCC team, the community center offered ONLY A VIRTUAL OPTION of Les Mills fitness that was used ZERO times. The staff didn't even know how to operate it upon me coming on.

-Since taking over as director, I have created a collaborative partnership and brought on all of the instructors from Carter Lake's former business of The Feel Good Factory. In this effort, we are able to adequately pay these instructors the going rate for their services as well as provide a wide variety of live group fitness options for our members. These services have contributed to our growing membership and I know in the upcoming months as we launch this service into the next phase, it will only grow.

-In addition, the virtual LesMills program is used daily. We can now offer services catered to every demographic and desired physical activity.

-The recreation programming was simply nonexistent. The only participated program was pickleball. Although we love our pickleball participation, the center cannot thrive on it alone. In addition, we have began to offer scheduled open gym, youth level 1 tumbling and speed and agility that are all at capacity every week.

-In addition, Carter Lake's youth sports programs were not allowed to utilize the facility last year for practices or events. Currently, the center is used EVERY evening for our community's own youth programs, as well as a meeting host site for several of the city's committees.

-We hold several events and awareness clinics for the community and senior citizens of Carter Lake

-Lead the implementation of our new citywide programming of Sportsman. This program allowed myself and Lisa to design a clean, resourceful webpage where community members will be able to retrieve all city information, sign up for memberships and events, and register for youth sports. This program is

allowing us to place business online and allow for electronic payments which we have not had - - -  
YES!!!!!!! (CUE HAPPY DANCE!)

-When asked to take this position, I knew my biggest challenges would be to get the community to buy into what is being offered, and being able to offer services that reach all of our community's demographics. I am excited to report that our membership numbers have tripled as you can see above, we have contracted with one of our city's businesses to offer memberships and we now offer activities and programs to meet ages from Infant-senior citizens.



Listed below is a general outline of how the Carter Lake's recreation and youth sports program has grown since I have stepped in the role of the director:

**When I took over for Dan in May of 2021, the following programs were in place:**

Tee ball- 3 teams  
Coach pitch- 2 teams  
Baseball- 3 teams  
Softball- 1 team  
78 kids  
Fishing derby- 41 registered

**Since officially taking over and having two years under my belt we have grown to the following**

Blastball teams- 4  
Tee ball teams- 4  
Coach pitch teams- 4  
Baseball teams- 6  
Competitive "select" baseball teams- 2  
Softball teams- 4  
Flag football- 15 teams  
Tackle football- 3 teams  
Cheerleading- 3 teams  
Spring Season- over 175 participants  
Fall Season- over 120 participants  
Fishing derby- 106 registered

*Basketball- 4 teams*

**I am SO EXCITED to say we will be expanding our offerings this spring!!**

**In addition, events we have initiated and continue to host:**

- Held the community's first annual vendor fair
- Sweetheart Dance for Carter Lake's youth and their special adult guests
- Cancer awareness game events (summer and fall)
- Collectively over 100 hours of community service performed by our youth athletes
- Hydrant and Popsicles party
- Back to school bash where we were able to bless over 75 families with fully stocked backpacks to start the school year
- Community Halloween Party
- Sweet Street (continues to grow every year)
- Carter Lake Days (continues to grow every year. Our parade has a record breaking number of participants and the festival is the best it's ever been which now extends two days)
- Winter contests
- Holiday decorating contest
- Annual Fishing derby (Continues to grow every year)
- May Day Baskets for our Senior Citizens

- The recreation dept is taking over the annual egg hunt
- Held the first annual community cook off
- Held a community secret santa- meet a new neighbor gift exchange
- Host the baseball league planning/scheduling
- Host Triple Crown (nation wide event)

Over the course of these two years, we have helped launch the offerings we have within our youth sports programming. Aside from developing kids fundamentally (see achievements below), we develop kids with important characteristics they need to grow and mature into a respectful, successful adult.

#### BASEBALL (major) ACHIEVEMENTS:

- Back to back USSSA STATE OF IOWA RUNNER UP- Gold bracket 2022/2023
- Battle of the borders champion- 2023 (top 4 elite teams- IA vs NE)

#### FOOTBALL (major) ACHIEVEMENTS:

- 2022 (first year) all 3 teams were division champions
- 2022 (first year) 3/4 grade placed 3<sup>rd</sup> at state tournament
- 2022 (first year) 5/6 grade were league runner ups
- 2022 (first year) 5/6 grade were state champions
- 2022 (first year) 5/6 grade were invited to compete nationally
- 2023 3/4 team were division champs
- 2023 3/4 team were league runner ups

## PARKS AND REC

In the month of December for parks and rec, the board met and judged the house lighting competition, solidified plans for an upcoming sweetheart dance for the Carter Lake youth and their adult special guest- parents, grandparents, siblings, etc... I reached out to Jared (again), the GM at Shoreline to initiate a youth golf league for the upcoming spring/summer. He is supposed to be getting back to me this week with details. I also continued working on the spring baseball schedules. This is an exhausting and long task, but one that is enjoyable come Spring and Summer time!

- Holiday lighting contest winners:
  - 1<sup>st</sup> place: 4318 N 10<sup>th</sup> St
  - 2<sup>nd</sup> place: 1206 Lindwood Dr
  - 3<sup>rd</sup> place: 905 Reddick
  - HONORABLE MENTIONS: 1301 Lindwood Dr & 1406 Lindwood Dr
  - Sweetheart Dance:
    - Friday, February 9<sup>th</sup> 5p-7p at the Carter Lake Community Center
    - A dance for Carter Lake Youth and their special guest—parent, grandparent, etc...
    - DJ, Pictures, Red carpet entry
    - Light refreshments and snacks
    - Set Spring youth sports program registration for January-February
    - Offering: blastball, t-ball, coach pitch, baseball, softball & flag football
    - Submitted for a grant to help offset costs of desired renovations at the baseball fields
    - Began donation request planning for the annual Easter egg hunt- Carter Lake parks & rec will be taking over this event from the optimist club

In the month of December, the community center:

- Focused on increasing participation in all scheduled programming.
- Focused on how to reach the above goal while still being able to service our current members adequately
- Put senior events in place
- Boosted attendance in yoga, baby and me, speed and agility and group fitness
- Held the first annual community vendor fair that had over 40 vendors and 250 attendees
- Began developing a plan for the outside back space for the upcoming spring and summer to engage our members.

Dan Adams resigned from his position at the Carter Lake Community Center. The open position was re defined for the current center need and posted for applicants. Upon talking with the mayor, we both agreed on the importance of trying to fill this position with a Carter Lake resident or someone with an invested interest in Carter Lake. The goal of the community center is offering our community residents a personal, safe and fulfilling space that they can improve themselves and enjoy themselves in comradery and activities. I firmly believe to achieve this at the highest level that we need staff members that care about the center and everyone that steps inside- That wants the center to succeed and the membership programs to be the best offered. This begins with passion and pride- Passion for the city and passion for the center and everyone involved and pride for the city. I am confident we can find that person!

ACTIVE MEMBERS- 814

RENTALS BOOKED- 4

TOTAL CHECK INS: 1427



## 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 December 31, 2023

Case Number	Charges	Arrest Date	Last, First Name	Address
CL23-001082	Maintain Drug House, Vehicle, etc.;	11/27/23	FISHER, JEREMY	1031 AVE H, CARTER
CL23-001080	Fugitive From Justice - 1989;	11/25/23	COTTON, RONNESHA	1031 AVE H, CARTER
CL23-001080	GENERAL PURPOSE REPORT	11/25/23	ANDERSON, NADJA	1031 AVE H, CARTER
CL23-001078	GENERAL PURPOSE REPORT	11/25/23	FICHTER, KRISTY JO	914 SILVER LANE,
CL23-001030	Public Intoxication -- 1st Off	11/06/23	TILTON, DAWN R	1650 E LOCUST ST,
CL23-001018	DRIVING WHILE LICENSE	11/02/23	SANCHEZ,	3510 N 9TH STREET,
CL23-001014	Public Intoxication -- 1st Off	11/01/23	MCKNIGHT, WILLIAM	1202 E LOCUST ST,
CL23-001025	Theft 5th -- Possession of Stolen	11/05/23	AGEE, DARYL	1202 E LOCUST ST,
CL23-001073	Possession Of Controlled Substance	11/22/23	HARRIS, SCOTT JR	109 E LOCUST ST,
CL23-001059	Violation Of No Contact/Protective	11/15/23	ADAMS, BRYAN	2200 FREEDOM PARK
CL23-001034	GENERAL PURPOSE REPORT	11/08/23	KELLY, KANEYA	2210 ABBOTT DR,
CL23-001085	Fugitive From Justice - 1989;	11/28/23	SHEARER, DOUGLAS	4326 N 15TH ST,
CL23-001086	Possess Drug Paraphernalia; Theft	11/29/23	LOSTEINER, JOHN JR	9TH AND AVE H,
CL23-001086	Unlawful Possession Of Prescription	11/29/23	BORDEAUX,	900 AVENUE H,

Case Number	Charges	Arrest Date	Last, First Name	Address
CL23-001086	Fugitive From Justice - 1989	11/29/23	LOSTEINER, JULIA	900 AVENUE H,
CL23-001067	OWI -- 1st Offense	11/19/23	LOPEZ, EMMANUEL	1600 E LOCUST ST,
CL23-001065	GENERAL PURPOSE REPORT;	11/18/23	HUGHES, TONYA	500 AVENUE H,
CL23-001042	HOLD FOR OTHER IOWA	11/10/23	FLOWERS, TRENTON	1650 E LOCUST ST,
CL23-001028	Harassment 1st Deg -- Threaten	11/06/23	VIGIL, LAWRENCE SR	1334 HOLIDAY DRIVE,
CL23-001023	Possess Drug Paraphernalia	11/05/23	KYDNEY, MICHELLE	3000 AIRPORT RD,
CL23-001009	GENERAL PURPOSE REPORT	11/01/23	LEONARD, ADAM	1031 AVENUE H,
CL23-001046	Assault on Persons in Certain	11/10/23	WONDER, BRADLEY	3510 N 9TH ST LOT#

**Total Records: 22**



# 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 December 31, 2023

## Codes With Descriptions

	Totals	
911 - 911 HANGUP CALL	2	2
ADMIN - ADMINISTRATIVE ASSIGNMENT	2	2
ANIMAL - ANIMAL COMPLAINT	3	3
APANIC - HOLD UP, PANIC, DURESS, SILENT ALARM	1	1
ARES - RESIDENTIAL OR HOME ALARM	5	5
ARMED - ARMED SUBJECT	1	1
ASLE - ASSIST LAW ENFORCEMENT	1	1
ASSA - ASSAULT	3	3
BDC - BROADCAST	3	3
BURG - BURGLARY	3	3
CIVIL - CIVIL PAPERS, CIVIL SITUATION, KEEP THE PEACE	1	1
CLEAR - CLEAR THE LOT	1	1
CLOC - CHECK LOCATION	35	35
CLOC - CHECK LOCATION; E6 - BREATHING PROBLEMS; EMED2 - MEDICAL EMERGENCY 2ND ALARM	1	1
COMPLAINT - COMPLAINT REPORT	8	8
CRIM - CRIMINAL MISCHIEF OR VANDALISM	8	8
CWEL - CHECK THE WELFARE	27	27
DIST - DISTURBANCE	11	11
E17 - FALLS	1	1
E26 - SICK PERSON (SPECIFIC DIAGNOSIS)	1	1
E26 - SICK PERSON (SPECIFIC DIAGNOSIS); ASFD - ASSIST FIRE DEPARTMENT	2	2
E32 - UNKNOWN PROBLEM (PERSON DOWN); ASFD - ASSIST FIRE DEPARTMENT	1	1
E6 - BREATHING PROBLEMS	1	1
E9 - CARDIAC OR RESPIRATORY ARREST/DEATH; DEAD - DEAD BODY	1	1
EXPO - INDECENT EXPOSURE; E25 - PSYCHIATRIC/ABNORMAL BEHAVIOR/SUICIDE ATTEMPT	1	1
FOLL - FOLLOW UP	15	15
FRAUD - FRAUD OR FORGERY	1	1
FRES - RESIDENTIAL FIRE; ASFD - ASSIST FIRE DEPARTMENT	1	1
HARR - HARASSMENT	1	1
INTO - INTOXICATED SUBJECT	1	1
JUV - JUVENILE PROBLEMS	2	2
MJUV - MISSING JUVENILE	2	2
MOTA - MOTORIST ASSIST	5	5
MPERSON - MISSING PERSON	1	1
NOIS - NOISE COMPLAINTS	2	2
OPEN - OPEN DOOR	2	2
PARKING - PARKING PROBLEMS, CONTINUOUSLY PARKED VEHICLE	5	5
PDHR - PROPERTY DAMAGE HIT AND RUN	1	1
PD - PROPERTY DAMAGE ACCIDENT	4	4



**Codes With Descriptions****Totals**

RECO - RECOVERED PROPERTY/VEHICLE	3	3
SEXU - SEXUAL ASSAULT	2	2
SHOP - SHOPLIFTER	2	2
SHOTF - SHOTS FIRED	1	1
STNV - STOLEN VEHICLE	5	5
SUSP - SUSPICIOUS ACTIVITY	20	20
THEFT - THEFT	13	13
THREAT - THREATS	3	3
TRAFFIC - TRAFFIC STOP	171	171
TRAFFIC - TRAFFIC STOP; PURSUIT - VEHICLE PURSUIT	1	1
TRAFP - TRAFFIC PROBLEM	2	2
TRESPASS - TRESPASSING	17	17
WANTED - WANTED PERSON	4	4
<b>Totals</b>	<b>411</b>	<b>411</b>

# **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: DECEMBER 2023**

**Continuous Issues/Budget:**

**Employee and Organization Development:**

**Pancake Breakfast: Pancake Breakfast is FEB 4th at the Fire Station- 7:30 to Noon**

Monthly Meetings (1 <sup>st</sup> Tuesday):	6:30-Done	Officers, Members, Smoke Eaters
Fire training (1 <sup>st</sup> Saturday):	9-noon	hoisting and equipment.
Fire training (2 <sup>nd</sup> Tuesday):	7-10pm	hoisting and equipment.
EMS training (3 <sup>rd</sup> Tuesday):	7-10pm	Cardiac & Oxygenation

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

**Safety Committee:** Next Safety Meeting is Jan 3rd @ 13:00 at the Fire Station.

Total Calls for the month:	2023- 511 total calls ( 2 <sup>nd</sup> highest call year)	2022 484 total calls	2021- 546 Total(record) calls
EMS (ambulance)			
Fire/Other calls:			

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

- 1. Looking for In Town Volunteers, Call Phill at the Fire Station 712-347-5900**
- 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][illegible]

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

# SAFETY ACTION PLAN

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



# CARTER LAKE PUBLIC LIBRARY

WHERE COMMUNITY AND LEARNING COME TOGETHER.

## Library Director's Report January 8th, 2024 4:30 P.M.

<b><u>December Patron Data</u></b>	
<b>Monthly Network Usage</b>	<b>880</b>
<b>Unique Wifi Visitors</b>	<b>191</b>
<b>Computer Usage</b>	<b>140</b>
<b>New Library Cards</b>	<b>50</b>
<b>Renewed Cards</b>	<b>2</b>
<b>Patron Count</b>	<b>1630</b>
<b>Program (Services)</b>	<b>32</b>
<b>Programming (Participants)</b>	<b>481</b>
<b>Circulation</b>	<b>500</b>
<b>E-Audiobooks/ Ebooks</b>	<b>214</b>

**Community Members who checked out materials from the library in December saved a total of \$9,172.32**

<b><u>Library Revenue</u></b>	
<b>Black &amp; White Copies</b>	<b>26.40</b>
<b>Color Copies</b>	<b>2.75</b>
<b>Fax</b>	<b>25.25</b>
<b>Donations</b>	<b>500.00</b>
<b>Sales</b>	<b>0.00</b>
<b>Fines</b>	<b>0.00</b>
<b>NR. Library Card</b>	<b>30.00</b>
<b>Lamination</b>	<b>0.00</b>
<b>Monthly Total</b>	<b>584.40</b>



**CARTER LAKE PUBLIC LIBRARY**

WHERE COMMUNITY AND LEARNING COME TOGETHER.

**Month in Review:**

- ★ First Spielbound, Inc. Board Game night - Great Success
- ★ Penelope Rex made an appearance - Great Success
- ★ Wall Shelving was installed and looks great
- ★ Pott. County Health Dept. came and did a storytime
- ★ Winter Holiday Party - Made Gingerbread Houses and the Grinch made an appearance
- ★ Omaha Children's Museum did Bubbology
- ★ Received a \$500 donation from William Ideker
- ★ Noon Year's Eve Party - Great Success

In December, 191 unique patrons used your library WiFi. On average, these patrons visited to use the WiFi on just under 5 individual days.

Change from prior month



880 ↑ 2.56%

### Monthly Sessions



798 ↑ 1.4%

### Total Visits



191 ↓ -0.52%

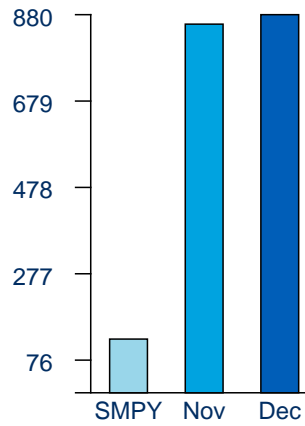
### Unique Visitors



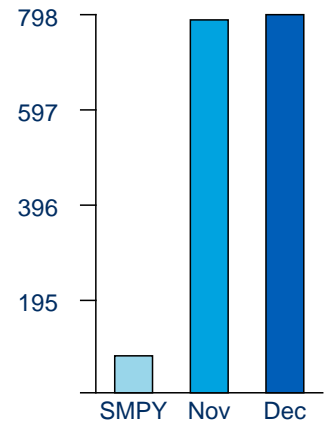
4.18 ↑ 1.95%

### Average Return Rate

### Total Monthly Session Count

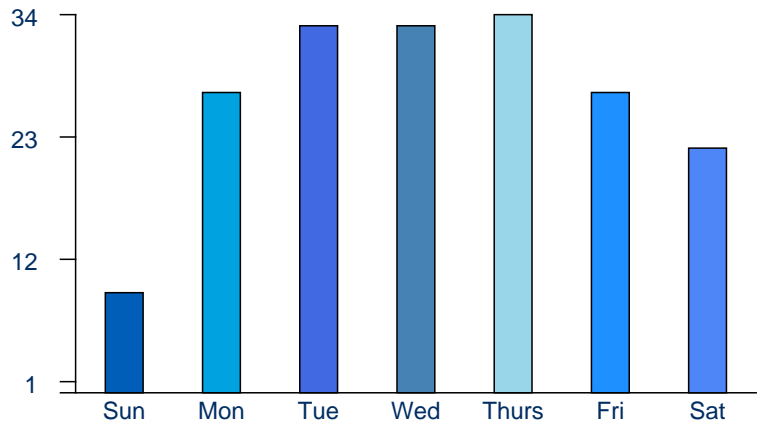


### Total Monthly Visits

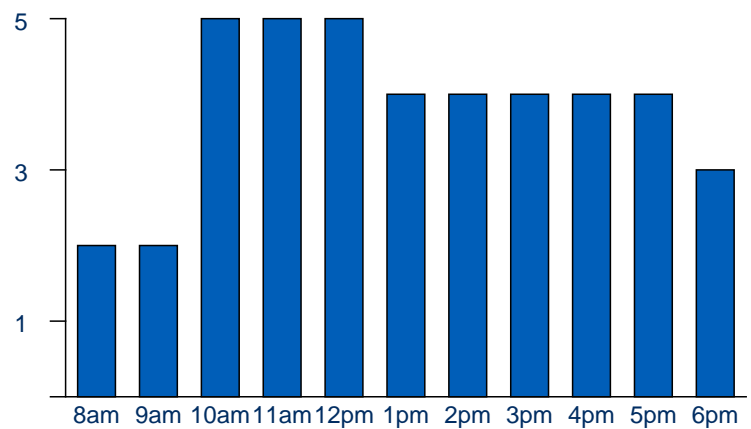


\*SMPY: Same Month Prior Year

### Average Daily Visits

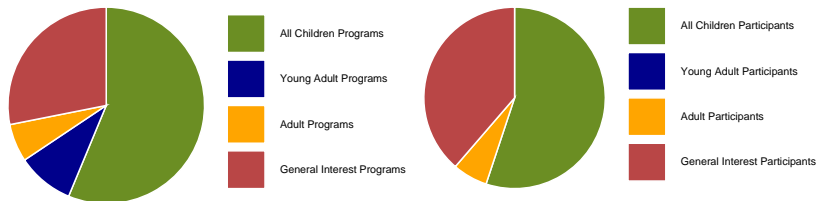


### Average Peak Hourly

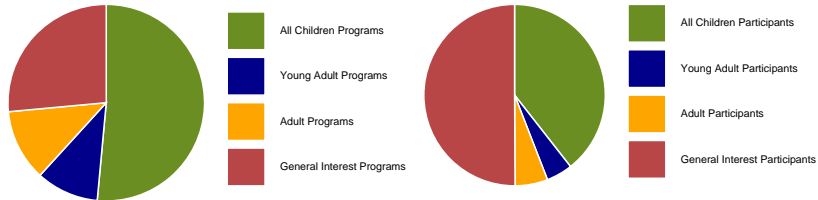




December					
Overview					
All Children Programs	18	56.25%	All Children Participants	265	55.09%
Young Adult Programs	3	9.38%	Young Adult Participants	0	0%
Adult Programs	2	6.25%	Adult Participants	30	6.24%
General Interest Programs	9	28.13%	General Interest Participants	186	38.67%
Total Programs	32		Total Participants	481	



Year in Review					
Overview					
All Children Programs	105	51.47%	All Children Participants	895	39.43%
Young Adult Programs	21	10.29%	Young Adult Participants	106	4.67%
Adult Programs	24	11.76%	Adult Participants	132	5.81%
General Interest Programs	54	26.47%	General Interest Participants	1137	50.09%
Total Programs	204		Total Participants	2270	



*City of*  
**CARTER LAKE**  

---

**EST. 1930**

Hope everybody had a happy holiday. It's a pretty trying time in the department with the weather mother nature throws at us. It's very hard to please everybody, but trust that we are doing the best we can. We just started a new brining system that we used for the first time to promising results. Being a resident of Carter Lake for 43 years, I've seen a lot of good and a lot of bad. But I think with the people that we have in charge; we are doing a very good job. You need to stop by the office and say hi or thank you to Jackie, Lisa, and Laurie for the phenomenal job they do keeping the city going. Also, I would like to say what an outstanding job our mayor Ron Cumberledge does. He has a very heavy load on his plate and always makes the best decisions for the City of Carter Lake. For the second largest city in Pottawattamie County, I believe the police chief and his staff deserve a big thank you for having the lowest crime rate around. In closing, this is a very wonderful town to live in and when you see one of these people, you ought to say thank you for the jobs they have done.

Sincerely, Maintenance Department

[illegible][illegible]



EXHIBIT 6

APPLICATION FOR EXEMPTION  
CARTER LAKE URBAN REVITALIZATION AREA

Please Type or Print

APPLICANT (Owner of Record) DAIN KSAR (402) 321-5437

ADDRESS 660 Key Circle Carter Lake IA

Name of other Owners of Record (if any)

Allyson KSAR

ADDRESS AND LEGAL DESCRIPTION OF PROPERTY (for which an exemption is requested):

Address: 660 Key Circle Carter Lake

Legal Description: New Home Build

CURRENT PROPERTY VALUE (from assessor's records):

Land: \$ \_\_\_\_\_

Buildings: \$ \_\_\_\_\_

TYPE OF IMPROVEMENTS (check one):

- ☒ New Construction on Vacant Land  
☐ Addition to Existing Structure  
☐ Replacement of Existing Structure (s)  
☐ Rehabilitation of Existing Structure (s)

ESTIMATED COST OF IMPROVEMENTS:

\$ \_\_\_\_\_

Date Started: 6/21/23

Date Completed: 12/22/23

TAX EXEMPTION:

Residential – 100% tax exemption on the value added by the improvements for a period of 3 years.

Note: This form should be submitted simultaneously with the Application for building permits. Applicants are referred to the Pottawattamie County Assessor's Office for specific tax information. (2<sup>nd</sup> Floor, Pottawattamie County Courthouse, 227 South 6<sup>th</sup> Street, Council Bluffs, Iowa 51503).

### ACKNOWLEDGEMENTS:

A copy of the pre-approval resolution for commercial projects (if applicable) is attached.

A copy of the building permit (if required) is attached.

The property to which improvements were made conform with the Carter Lake Zoning Ordinance.

The dwelling unit(s) for which improvements were made and an exemption is requested complies with the Carter Lake Minimum Dwelling Standards Ordinance.

A builder's cost breakdown of the project is attached.

The Applicant Certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining an exemption from taxes on improvements and is true and complete to the best of Applicants knowledge and belief. Verification may be obtained from any source named herein.

Signature of Applicant: \_\_\_\_\_

Date Signed: 12/12/23

.....

### CITY COUNCIL ACTION:

\_\_\_\_\_ Approved (Resolution No. \_\_\_\_\_)

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

\_\_\_\_\_ Disapproved.

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

Reason for Disapproval: \_\_\_\_\_

### COUNTY ASSESSOR ACTION:

\_\_\_\_\_ Reviewed and Approved

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

Assessed valuation of improvements: \$ \_\_\_\_\_

\_\_\_\_\_ Reviewed and Disapproved

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

Reason for Disapproval: \_\_\_\_\_

Notification sent to applicant of determination.

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

# ATTACHMENT TO EXHIBIT 6

## A. BUILDER'S COST BREAKDOWN

ARCHITECT  
 SURVEY  
 EXCAVATING AND GRADING  
 MASON                      Material  
                                  Labor  
 CONCRETE (BSMT, WALKS, DRIVE)  
 ORNAMENTAL  
 CARPENTER LABOR, LUMBER, HARDWARE  
 PAINTING AND DECORATING  
 ROOFING  
 HEATING AND AIR CONDITIONING  
 PLUMBING (INCLUDING SEWERS)  
 TILE  
 ELECTRICAL  
 INSULATION  
 DRY WALL  
 GLASS  
 BUILDING PERMITS  
 INSURANCE  
 CONSTRUCTION LOAN FEE AND INTEREST  
 TITLE EXPENSE  
 SALE EXPENSE  
 ADVERTISING  
 MISCELLANEOUS  
 OVERHEAD AND PROFIT

\$3,500  
 \$650.00  
 6,000  
 4,500  
 4,500  
 64,000  
 7,000  
 120,000  
 30,000  
 20,000  
 19,000  
 35,000  
 32,800  
 31,500  
 10,000  
 25,000  
 17,500  
 4,000  
 1,200  
 6,000  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ 102,000  
 \$ 553,150

TOTAL BUILDING COST  
 PURCHASE PRICE OF LAND

TOTAL (LAND PLUS IMPROVEMENT COST)

Will all work be contracted out ☒ YES ☐ NO If, no, describe work which will not be contracted.

Are you, the property owner, your own subcontractor?

☒ YES

☐ NO

**CERTIFICATION:** I, the undersigned, representing ownership on the above property, herewith certify that the above statement of amounts and actual values of said property is true and correct.

Subscribed and sworn to before me this 2 day of January, 2021.

Aisa M Buehler  
 Notary Public or City Clerk

[Signature]  
 Owner's Name



## Residential Building Permit City of Carter Lake

950 Locust Street  
Carter Lake, IA 51510  
Office (712) 847-0535 Fax (712) 347-5454

DATE: 6/21/2023

EXPIRES: 12/18/2023

PERMISSION IS HEREBY GRANTED TO: DAIN KJAR - TERRY LESLEY

TO ERECT – ENLARGE – ALTER – A STRUCTURE AT: 660 KEY CIR

AS FOLLOWS: NEW SFH - 2068 MAIN, 1542 FINISHED BASEMENT, 1116 GARAGE, ECT.

Quantity	Description	Total Fee
1	Building Permit Fee	2,483.35
1	Plan Review Fee (25% of Fee)	620.84

PAID  
CK # 4003  
\$3,104.19 SH

 6/21/23

Building Inspector  
City of Carter Lake, Iowa  
(712) 847-0535

TOTAL PERMIT FEE: \$ 3,104.19

This is inside the regularly established fire limits as fixed by ordinance and all work must conform to all the regulations of said ordinance.

This permit does not include permission to obstruct any street or alley with material or machinery during construction. Scrap material must be containerized and premises maintained in an acceptable appearance.

**SPECIAL COMMERCIAL VEHICLE PARKING PERMIT  
IN RESIDENTIAL AREAS**

City of Carter Lake, Iowa  
(Needs to be filed with City before January 10, 2024)

Case No.: \_\_\_\_\_

1. Owner/Occupant's Name: Ann Kaiser  
Address: 2112 Nessman Dr CL, IA 51510  
Telephone No.: \_\_\_\_\_

2. Description of commercial vehicle for permit:

<u>Yellow Case</u> Make	<u>580 B</u> Model	<u>5259613</u> VIN
<u>Yellow</u> Color	<u>1973</u> Year	

**Please attach a copy of the current title/registration.**

3. The undersigned hereby certifies that my personal residence is set on in paragraph 1 and that I am the owner of the commercial vehicle described in paragraph 2. I further certify that there are not more than two (2) commercial vehicles located and properly permitted at said residence, regardless of ownership, including the commercial vehicle in this request. I will fully comply with all requests of Carter Lake Ordinance 572, Section 26 Parking Regulations.

4. **FILING FEE \$20.00**

Non-refundable – make checks payable to Carter Lake City Clerk.

Ann Kaiser  
Applicant's Signature

12-25-23  
Date

This application has been reviewed and it has been determined that said request for a Special Commercial Parking permit is:

\_\_\_\_\_**APPROVED**

\_\_\_\_\_**DENIED**

\_\_\_\_\_  
City of Carter Lake – City Clerk

\_\_\_\_\_  
Date



**SPECIAL COMMERCIAL VEHICLE PARKING PERMIT  
IN RESIDENTIAL AREAS**

City of Carter Lake, Iowa  
(Needs to be filed with City before January 10, 2024)

Case No.: \_\_\_\_\_

1. Owner/Occupant's Name: Lem Sheard

Address: 1101 Lindwood Dr Carter Lake IA.

Telephone No.: 712 347 6563 402 714 9866

2. Description of commercial vehicle for permit:

White Freightliner  
Make

FL 80  
Model

1FVXJ6C B1X HF08922  
VIN

White  
Color

1999  
Year

**Please attach a copy of the current title/registration.**

3. The undersigned hereby certifies that my personal residence is set on in paragraph 1 and that I am the owner of the commercial vehicle described in paragraph 2. I further certify that there are not more than two (2) commercial vehicles located and properly permitted at said residence, regardless of ownership, including the commercial vehicle in this request. I will fully comply with all requests of Carter Lake Ordinance 572, Section 26 Parking Regulations.

4. **FILING FEE \$20.00**

Non-refundable – make checks payable to Carter Lake City Clerk.

  
Applicant's Signature

December 23, 2023  
Date

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This application has been reviewed and it has been determined that said request for a Special Commercial Parking permit is:

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DENIED**

\_\_\_\_\_  
City of Carter Lake – City Clerk

\_\_\_\_\_  
Date

Or  
Sheard Construction  
Sheard, Lemuel Ray III  
1101 Lindwood  
Carter Lake IA 51510

**\*\*Keep this receipt with vehicle**  
**Registration Renewal Receipt**

Managing Co. **Pottawattamie**  
Usage **Regular**  
Title No. **78AB96532**

Issue Date **06/02/2023**  
Tonnage **26**

Validation No. **MXB60906202401**  
Plate No. **MXB609**

Or  
Sheard Construction  
Sheard, Lemuel Ray III  
1101 Lindwood  
Carter Lake IA 51510



VIN **1FVXJ6CB1XHF09822**

Type **Truck**

Year **1999**  
Cyl. **6**  
Color **White**

Make **Freightliner**  
Fuel **Diesel**  
ADS Capable

Model **FL80**  
Weight **LP.**

Style **Dump Truck**  
GVWR  
Sq. Ft.

Plate Type **County Std**  
Designation  
Cumulative Damage  
Annual Fee **\$1,010**

hgeh  
Audit No. **7413824**

**Lea A. Voss**  
County Treasurer

	Fee	Penalty
Registration Fees	\$1,010.00	\$0.00
Plate Fees	\$0.00	
Other Fees	\$0.00	
Totals	\$1,010.00	\$0.00
Grand Total	\$1,010.00	

**DO NOT DETACH**

If the vehicle being sold is a regular or semi trailer weighing 2,000 lbs. or less and not issued a title, complete the information below and give to the buyer.

Date of Sale \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

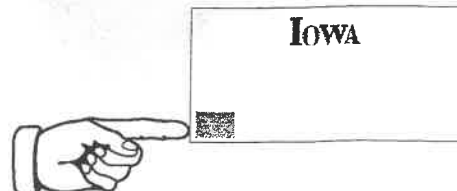
Buyer \_\_\_\_\_

Buyer's Address \_\_\_\_\_

Seller's Signature \_\_\_\_\_



**\*\*Valid for one month after expiration**



**\*\*Expiration Date 06/30/2024**

**SPECIAL COMMERCIAL VEHICLE PARKING PERMIT  
IN RESIDENTIAL AREAS**

City of Carter Lake, Iowa  
(Needs to be filed with City before January 10, 2024)

Case No.: \_\_\_\_\_

1. Owner/Occupant's Name: Hingline Home Furnishings  
Address: 2023 23rd St. Harlan, Ia  
Telephone No.: 715/755-5118

2. Description of commercial vehicle for permit:

<u>Dodge Ram</u>	<u>Primaster 350</u>	<u>3C6MRV7PE512296</u>
Make	Model	VIN
<u>White</u>	<u>2300</u>	
Color	Year	

**Please attach a copy of the current title/registration.**

3. The undersigned hereby certifies that my personal residence is set on in paragraph 1 and that I am the owner of the commercial vehicle described in paragraph 2. I further certify that there are not more than two (2) commercial vehicles located and properly permitted at said residence, regardless of ownership, including the commercial vehicle in this request. I will fully comply with all requests of Carter Lake Ordinance 572, Section 26 Parking Regulations.

**4. FILING FEE \$20.00**

Non-refundable – make checks payable to Carter Lake City Clerk.

Gary L Hingline  
Applicant's Signature

1/8/23  
Date

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This application has been reviewed and it has been determined that said request for a Special Commercial Parking permit is:

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DENIED**

\_\_\_\_\_  
City of Carter Lake – City Clerk

\_\_\_\_\_  
Date

Managing Co. Page  
Usage Regular  
Title No. 73AA97296

Issue Date 11/06/2023  
Tonnage 0

Validation No. MTR09810202401  
Plate No. MTR098

Hineline Home Furnishings Inc  
1215 W Nishna Rd  
Shenandoah IA 516012115



VIN 3C6MRVJG7PE512296

Type Multi-purpose

Year	2023	Make	Ram	Model	Promaster 3500 3500 High	Style	CG
Cyl.	6	Fuel	Flexible Fuel	Weight	5,000	GVWR	
Color	White	ADS Capable		LP.	\$51,000	Sq. Ft.	

Plate Type County Std  
Designation  
Cumulative Damage  
Annual Fee \$530

cchu  
Audit No. 12341221

Angie Dow  
County Treasurer

	Fee	Penalty
Registration Fees	\$530.00	\$0.00
Plate Fees	\$0.00	
Other Fees	\$1.00	
Totals	\$531.00	\$0.00
Grand Total	\$531.00	

DO NOT DETACH

If the vehicle being sold is a regular or semi trailer weighing 2,000 lbs. or less and not issued a title, complete the information below and give to the buyer.

Date of Sale \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Buyer \_\_\_\_\_

Buyer's Address \_\_\_\_\_

Seller's Signature \_\_\_\_\_

**SPECIAL COMMERCIAL VEHICLE PARKING PERMIT  
IN RESIDENTIAL AREAS**

City of Carter Lake, Iowa  
(Needs to be filed with City before January 10, 2024)

Case No.: \_\_\_\_\_

1. Owner/Occupant's Name: Jay Gundersen

Address: 111 Carolina Dr.

Telephone No.: 402 680-5555

2. Description of commercial vehicle for permit:

John Deere  
Make

410 K  
Model

17410LXLMF411690  
VIN

Yellow  
Color

2021  
Year

**Please attach a copy of the current title/registration.**

3. The undersigned hereby certifies that my personal residence is set on in paragraph 1 and that I am the owner of the commercial vehicle described in paragraph 2. I further certify that there are not more than two (2) commercial vehicles located and properly permitted at said residence, regardless of ownership, including the commercial vehicle in this request. I will fully comply with all requests of Carter Lake Ordinance 572, Section 26 Parking Regulations.

4. **FILING FEE \$20.00**

Non-refundable – make checks payable to Carter Lake City Clerk.

  
Applicant's Signature

12-24-23  
Date

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This application has been reviewed and it has been determined that said request for a Special Commercial Parking permit is:

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DENIED**

\_\_\_\_\_  
City of Carter Lake – City Clerk

\_\_\_\_\_  
Date

CARTER LAKE CITY COUNCIL MEETING  
MONDAY, DECEMBER 18, 2023

The mayor conducted the swearing in ceremony for incoming council members, Jason Gundersen, Jacob Hanika, and Aaron Grell. Their four-year term begins January 1, 2024.

Mayor Ronald Cumberledge called the meeting to order at 7:00 p.m. Roll call of the council, present: Ashley Wilson, Jackie Wahl, Keebie Kessler, Victor Skinner; and Pat Paterson; Clerk Jackie Carl and city attorney Mike O'Bradovich were present.

Upon motion duly made by Kessler, and seconded by Wilson, the council's agenda was approved unanimously minus the November financials which will be part of the approval for January.

New Business: Jack Levell's attorney Joe Thorton was present to request a salvage yard permit per the court order from the case. The council agreed it should be sent to the Planning Board for review. Rick Tice was present to voice his opinion/frustrations with each member of the council except he skipped over for Jackie Wahl, the clerk and Mayor. Tim Mandalfo was present to reiterate his concerns from the past couple of meetings.

Department supervisors: Captain Josh Driscoll updated the council on the success of the Shop with a Hero program. Library Director, Shannon Putnam requested permission from the council to move forward with ordering the rest of the shelving to complete the upgrade. Kessler moved to approve, and Paterson seconded, unanimously approved. Librarian Meggie Schmidt was present to thank the council for allowing her to take the dyslexia training and she is looking forward to working with new students in the library.

Mayor spoke about the DNR notice concerning the storm water and requested the council support to have an attorney review and assist with resolving the matter. The council supported the Mayor's request.

Skinner requested to review the employee policies to remove Council members from the random drug test pool Paterson moved to table for the new council to decide, seconded by Skinner, unanimously approved.

Skinner moved to table Ubiquity's request to have the city sign off on the right of way agreement to the next meeting, seconded by Kessler.

Wahl moved regarding Carter Lake Amended and Restated Urban Renewal Plan #5: Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with 10705 South 147th Street, LLC d/b/a Lavigne Enterprises and Patriot Custom Metals, LLC d/b/a PalmSHIELD, seconded by Skinner, unanimously approved.

Kessler moved to approve a second reading of the library board member terms from six years to three years, seconded by Wilson; unanimously approved. Willson moved table the amendment to the random drug testing policy, seconded by Kessler, unanimously approved. Paterson moved to approve the Annual Road Use tax report, seconded by Kessler, unanimously approved.

The city council adjourned the meeting at 8:30 p.m.

Jackie Carl City Clerk

Ronald Cumberledge, Mayor

**OVERTIME AND COMPTIME REPORT**

November 10, 2023

<b><u>POLICE OVERTIME</u></b>		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
GARY CHAMBERS			
11/04/23	Daylight savings	1	65.88
11/05/23	Late call	1	65.88
		<u>2</u>	<u>\$ 131.76</u>
JOSH DRISCOLL			
11/29/23	Late call	1/2	\$ 35.33
NOAH MEYER			
11/04/23	Daylight savings	1	\$ 45.05
<b>TOTAL POLICE OVERTIME:</b>		<b>3 1/2</b>	<b>\$ 212.14</b>
<b><u>COMMUNITY CENTER OVERTIME</u></b>		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
DAN ADAMS			
11/03/23		1/2	16.05
11/10/23		3/4	24.07
		<u>1 1/4</u>	<u>\$ 40.11</u>
NICK HOLMAN			
11/03/23		1/4	\$ 8.02
<b>TOTAL COMMUNITY CENTER OVERTIME:</b>		<b>1 1/2</b>	<b>\$ 48.13</b>
<b>TOTAL ALL OVERTIME:</b>		<b><u>5</u></b>	<b><u>\$ 260.27</u></b>

<b><u>COMPTIME EARNED:</u></b>	<b><u>OT HOURS</u></b>	<b><u>COMP HRS</u></b>
CHELSEA BOLLOM		
11/03/23 Director on medical leave	1	1 1/2
NICHOLAS HOLMAN		
11/08/23 CPR Certification	1/2	3/4
ADAM SWINARSKI		
11/04/23 Daylight savings / Late call	1 1/4	2
<b>TOTAL COMPTIME EARNED:</b>	<b><u>2 3/4</u></b>	<b><u>12 1/4</u></b>

<b><u>COMPTIME USED:</u></b>	<b><u>HOURS</u></b>
RYAN GONSIOR	
11/09/23	1
ADAM SWINARSKI	
11/03/23	4
11/09/23	4 1/2
	<u>8 1/2</u>
<b>TOTAL COMPTIME USED:</b>	<b><u>9 1/2</u></b>

<b><u>COMPTIME BALANCES:</u></b>	<b><u>HOURS</u></b>
DAN ADAMS	3 1/2
NATE BENTZINGER	8
CHELSEA BOLLOM	26 1/4
GARY CHAMBERS	-4
NICK DARGY	22 1/2
JOSH DRISCOLL	72
RYAN GONSIOR	66 3/4
NICK HOLMAN	36
JACOB HUSCROFT	28 1/2
ROBERT MCCLLOUD	42 1/2
NOAH MEYER	8
MEGGIE SCHMIDT	16 3/4
ADAM SWINARSKI	22
<b>TOTAL COMP BALANCES:</b>	<b><u>348 3/4</u></b>

<b><u>ADMIN BALANCES:</u></b>	<b><u>HOURS</u></b>
SHAWN KANNEDY	0

# OVERTIME AND COMPTIME REPORT

November 24, 2023

<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
NATE BENTZINGER			
11/21/23		1/4	12.11
11/24/23	Worked holiday	4 3/4	230.00
		<u>5</u>	<u>\$ 242.10</u>
GARY CHAMBERS			
11/23/23	Worked Holiday	10	\$ 658.80
NICK DARGY			
11/24/23	Worked Holiday	10	\$ 529.20
JOSH DRISCOLL			
11/12/23	Cover shift	1 1/2	105.98
11/24/23	Worked Holiday	10	706.50
		<u>11 1/2</u>	<u>\$ 812.48</u>
RYAN GONSIOR			
11/23/23	Worked Holiday	10	\$ 643.80
JACOB HUSCROFT			
11/24/23	Worked holiday	10	\$ 552.30
NOAH MEYER			
11/23/23	Worked holiday	10	\$ 450.45
<b>TOTAL POLICE OVERTIME:</b>		<b>66 1/2</b>	<b>\$ 3,889.13</b>

<u>COMMUNITY CENTER OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
NICK HOLMAN			
11/22/23		1 3/4	\$ 56.16
<b>TOTAL COMMUNITY CENTER OVERTIME:</b>		<b>1 3/4</b>	<b>\$ 56.16</b>

<u>FIRE DEPT OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
PHILLIP NEWTON			
11/16/23	Late calls	1/2	\$ 21.63
<b>TOTAL FIRE DEPT OVERTIME:</b>		<b>1/2</b>	<b>\$ 21.63</b>

<u>ADMIN OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
LAURI WILHITE			
11/22/23		3/4	\$ 24.20
<b>TOTAL ADMIN OVERTIME:</b>		<b>3/4</b>	<b>\$ 24.20</b>
<b>TOTAL ALL OVERTIME:</b>		<b>69 1/2</b>	<b>\$ 3,991.12</b>

<u>COMPTIME EARNED:</u>		<u>OT HOURS</u>	<u>COMP HRS</u>
NATE BENTZINGER			
11/23/23	Holiday hours	10	10
11/24/23	Holiday hours	10	10
		<u>20</u>	<u>20</u>
CHELSEA BOLLOM			
11/17/23	Director on medical leave	2	3
11/21/23	Director on medical leave	3 3/4	6
		<u>5 3/4</u>	<u>9</u>
GARY CHAMBERS			
11/23/23	Holiday hours	10	10
RYAN GONSIOR			
11/24/23	Holiday hours	10	10
NOAH MEYER			
11/23/23	Holiday hours	10	10
MEGGIE SCHMIDT			
11/17/23	Director on medical leave	3 1/4	5
ADAM SWINARSKI			
11/19/23	Daylight savings / Late call	1/4	3/4
11/23/23	Holiday hours	10	10
		<u>10 1/4</u>	<u>18 3/4</u>
<b>TOTAL COMPTIME EARNED:</b>		<b>69 1/4</b>	<b>62 3/4</b>



**OVERTIME AND COMPTIME REPORT**

November 24, 2023

<b><u>COMPTIME USED:</u></b>	<b><u>HOURS</u></b>
NATE BENTZINGER 11/22/23	1 3/4
RYAN GONSIOR 11/13/23	1
11/14/23	1
11/15/23	1
	<hr/> 3
NOAH MEYER 11/18/23	2
<b>TOTAL COMPTIME USED:</b>	<hr/> <b>6 3/4</b> <hr/>

<b><u>COMPTIME BALANCES:</u></b>	<b><u>HOURS</u></b>
DAN ADAMS	3 1/2
NATE BENTZINGER	26 1/4
CHELSEA BOLLOM	35
GARY CHAMBERS	6
NICK DARGY	22 1/2
JOSH DRISCOLL	72
RYAN GONSIOR	73 3/4
NICK HOLMAN	36
JACOB HUSCROFT	28 1/2
ROBERT MCCLOUD	42 1/2
NOAH MEYER	16
MEGGIE SCHMIDT	21 3/4
ADAM SWINARSKI	34 1/2
<b>TOTAL COMP BALANCES:</b>	<hr/> <b>418 1/4</b> <hr/>

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<b><u>ADMIN BALANCES:</u></b>	<b><u>HOURS</u></b>
SHAWN KANNEDY	0

**OVERTIME AND COMPTIME REPORT**

December 8, 2023

**MAINTENANCE OVERTIME****HOURS****AMOUNTS**

RANDY SMITH		
12/06/23	Sewer backup 13th & P	2
12/07/23		1/2
		<hr/>
<b>TOTAL MAINT OVERTIME:</b>		<b>2 1/2</b>

65.28

16.32

**\$ 81.60****POLICE OVERTIME****HOURS****AMOUNTS**

GARY CHAMBERS		
12/03/23	STEP	5
12/06/23	OWI paperwork	1/2
12/08/23	STEP	5
		<hr/>
		10 1/2
		<hr/>
		\$ 676.74
JOSH DRISCOLL		
12/01/23	STEP	5
12/07/23	STEP	3
		<hr/>
		8
		<hr/>
		\$ 565.20
JACOB HUSCROFT		
12/03/23	STEP	6 1/2
		<hr/>
		\$ 349.25
ADAM SWINARSKI		
11/28/23	Late arrests	1 1/2
12/08/23	STEP	8 1/2
		<hr/>
		10
		<hr/>
		\$ 588.90
<b>TOTAL POLICE OVERTIME:</b>		<b>35</b>

321.90

32.94

321.90

\$ 676.74

353.25

211.95

\$ 565.20

\$ 349.25

90.25

498.65

\$ 588.90

**\$ 2,180.09****PARKS DEPT OVERTIME****HOURS****AMOUNTS**

BRUCE BIRGE		
11/26/23	Snow removal	2 1/2
		<hr/>
		\$ 71.25
RONNIE FISHER		
11/26/23	Snow removal	2 3/4
		<hr/>
		\$ 106.47
<b>TOTAL PARKS OVERTIME:</b>		<b>5 1/4</b>

\$ 71.25

\$ 106.47

**\$ 177.72****FIRE DEPT OVERTIME:****HOURS****AMOUNTS**

PHILLIP NEWTON		
11/29/23	Late call	1/2
12/02/23	New radio programming at CBFD	2 3/4
12/07/23	Late call	1
		<hr/>
<b>TOTAL FIRE DEPT OVERTIME:</b>		<b>4 1/4</b>

21.64

118.99

43.27

**\$ 183.89****ADMIN OVERTIME:****HOURS****AMOUNTS**

LAURI WILHITE		
12/07/23		1 1/2
		<hr/>
<b>TOTAL ADMIN OVERTIME:</b>		<b>1 1/2</b>

48.40

**\$ 48.40****TOTAL ALL OVERTIME: 48 1/2****\$ 2,671.70****COMPTIME EARNED:****OT HOURS****COMP HRS**

LIZ SANDERS		
12/03/23		2 3/4
		<hr/>
<b>TOTAL COMPTIME EARNED:</b>		<b>2 3/4</b>

4 1/4

**18 1/4****COMPTIME USED:****HOURS**

NATE BENTZINGER		
12/08/23	Final check	26 1/4
RYAN GONSIOR		
11/28/23		2
12/07/23		1
		<hr/>
		3
NOAH MEYER		
11/29/23		10
12/06/23		6
		<hr/>
		16
LIZ SANDERS		
12/07/23		2

2

**OVERTIME AND COMPTIME REPORT**

December 8, 2023

<b><u>COMP TIME USED CONT.:</u></b>	<b><u>HOURS</u></b>
ADAM SWINARSKI	
11/29/23	2 3/4
12/03/23	3
12/07/23	2 3/4
	<hr/>
	8 1/2
	<hr/>
<b>TOTAL COMPTIME USED:</b>	<b><u><u>55 3/4</u></u></b>

<b><u>COMPTIME BALANCES:</u></b>	<b><u>HOURS</u></b>
DAN ADAMS	3 1/2
NATE BENTZINGER	0
CHELSEA BOLLOM	35
GARY CHAMBERS	6
NICK DARGY	22 1/2
JOSH DRISCOLL	72
RYAN GONSIOR	70 3/4
NICK HOLMAN	36
JACOB HUSCROFT	28 1/2
ROBERT MCCLLOUD	42 1/2
NOAH MEYER	0
LIZ SANDERS	2 1/4
MEGGIE SCHMIDT	21 3/4
ADAM SWINARSKI	26
	<hr/>
<b>TOTAL COMP BALANCES:</b>	<b><u><u>366 3/4</u></u></b>

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<b><u>ADMIN BALANCES:</u></b>	<b><u>HOURS</u></b>
SHAWN KANNEDY	0

**OVERTIME AND COMPTIME REPORT**

December 22, 2023

**MAINTENANCE OVERTIME****HOURS****AMOUNTS**

ETHAN CHAMBERS

12/17/24 Pumpstation 13th &amp; K

2

\$ 57.00

RANDY SMITH

12/17/23 Pumpstation 13th &amp; K

2

65.28

12/22/23 Pumpstation

2 1/4

73.44

4 1/4\$ 138.72**TOTAL MAINT OVERTIME:****6 1/4****\$ 195.72****POLICE OVERTIME****HOURS****AMOUNTS**

NICK DARGY

12/11/23 STEP

5

257.10

12/15/23 STEP

5

257.10

10\$ 514.20

JACOB HUSCROFT

12/11/23 STEP

3 1/2

188.06

12/13/23 Late call

1/4

13.81

3 3/4\$ 201.87

LIZ SANDERS

12/12/23 STEP

2

\$ 82.80

**TOTAL POLICE OVERTIME:****15 3/4****\$ 831.81****LIBRARY OVERTIME:****HOURS****AMOUNTS**

CHELSEA BOLLOM

12/09/23 New shelving

2 3/4

\$ 84.56

**TOTAL LIBRARY OVERTIME:****2 3/4****\$ 84.56****FIRE DEPT OVERTIME:****HOURS****AMOUNTS**

PHILLIP NEWTON

12/10/23 Scene preservation / Assist w/investigation

2 1/2

\$ 108.17

**TOTAL FIRE DEPT OVERTIME:****2 1/2****\$ 108.17****ADMIN OVERTIME:****HOURS****AMOUNTS**

LAURI WILHITE

12/14/23

2 3/4

88.73

12/22/23

3/4

24.20

3 1/2\$ 112.93**TOTAL ADMIN OVERTIME:****3 1/2****\$ 112.93****TOTAL ALL OVERTIME:****30 3/4****\$ 1,333.19****COMPTIME EARNED:****OT HOURS****COMP HRS**

RYAN GONSIOR

12/11/23 Late call

1/4

1/2

LIZ SANDERS

12/17/23

1

1 1/2

12/19/23

4

6

57 1/2**TOTAL COMPTIME EARNED:****5 1/4****22****COMPTIME USED:****HOURS**

JOSH DRISCOLL

12/20/23

3

RYAN GONSIOR

12/13/23

1

ADAM SWINARSKI

12/21/23

3 1/2

**TOTAL COMPTIME USED:****7 1/2**

# OVERTIME AND COMPTIME REPORT

December 22, 2023

<u>COMPTIME BALANCES:</u>	<u>HOURS</u>
DAN ADAMS	3 1/2
NATE BENTZINGER	0
CHELSEA BOLLOM	35
GARY CHAMBERS	6
NICK DARGY	22 1/2
JOSH DRISCOLL	69
RYAN GONSIOR	70 1/4
NICK HOLMAN	36
JACOB HUSCROFT	28 1/2
ROBERT MCCLOUD	42 1/2
NOAH MEYER	0
LIZ SANDERS	9 3/4
MEGGIE SCHMIDT	21 3/4
ADAM SWINARSKI	22 1/2
<b>TOTAL COMP BALANCES:</b>	<b><u><u>367 1/4</u></u></b>

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<u>ADMIN HOURS EARNED</u>	<u>HOURS</u>
SHAWN KANNEDY	
12/16/23      Anniversary	<u>80</u>
<b>TOTAL ADMIN HOURS EARNED:</b>	<b><u><u>80</u></u></b>

<u>ADMIN BALANCES:</u>	<u>HOURS</u>
SHAWN KANNEDY	80

/endor Checks: 11/01/2023-11/30/2023

Payroll Checks: 11/01/2023-11/30/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	GENERAL LIABILITIES					
PR20231027	CITY OF CARTER LAKE	SERVICE CHARGE	1.00	73028	11/17/23	
PR20231110	CITY OF CARTER LAKE	SERVICE CHARGE	1.00	2.00 73028	11/17/23	
PR20231027	COLONIAL INSURANCE CO	COLONIAL INS	185.14	1324672	11/17/23	
PR20231110	COLONIAL INSURANCE CO	COLONIAL INS	183.38	368.52 1324672	11/17/23	
PR20231027	DELTA DENTAL OF IOWA	DENTAL INS	271.83	1324678	11/17/23	
PR20231110	DELTA DENTAL OF IOWA	DENTAL INS	271.29	543.12 1324678	11/17/23	
PR20231027	FED/FICA TAXES	FED/FICA TAX	12,206.28	1324629	11/03/23	
PR20231101	FED/FICA TAXES	FED/FICA TAX	321.62	1324626	11/01/23	
PR20231110	FED/FICA TAXES	FED/FICA TAX	12,335.05	1324670	11/17/23	
PR20231122	FED/FICA TAXES	FED/FICA TAX	257.10	25,120.05 1324682	11/22/23	
PR20231027	IA CHILD SUPPORT RECOVERY UNIT	CHILD SUPPORT	312.46	1324630	11/03/23	
PR20231110	IA CHILD SUPPORT RECOVERY UNIT	CHILD SUPPORT	312.46	624.92 1324676	11/17/23	
PR20231027	IPERS	IPERS-PROTECTIV	7,288.02	1324671	11/22/23	
PR20231101	IPERS	IPERS	31.46	1324671	11/22/23	
PR20231110	IPERS	IPERS-PROTECTIV	7,438.09	1324671	11/22/23	
PR20231122	IPERS	IPERS-PROTECTIV	40.36	14,797.93 1324671	11/17/23	
PR20231027	LIBERTY NATIONAL	LIBERTY/AFTERTX	46.36	1324677	11/17/23	
PR20231110	LIBERTY NATIONAL	LIBERTY/AFTERTX	45.35	91.71 1324677	11/17/23	
PR20231027	GIS BENEFITS	LIFE INSURANCE	248.61	1324675	11/17/23	
PR20231110	GIS BENEFITS	LIFE INSURANCE	248.44	497.05 1324675	11/17/23	
PR20231027	TREASURER, STATE OF IOWA	STATE TAXES	1,823.77	1324673	11/22/23	
PR20231110	TREASURER, STATE OF IOWA	STATE TAX	1,824.49	1324673	11/22/23	
PR20231122	TREASURER, STATE OF IOWA	STATE TAXES	30.00	3,678.26 1324673	11/22/23	
PR20231027	WELLMARK BLUE CROSS AND	MEDICAL INS	4,739.45	1324674	11/17/23	
PR20231110	WELLMARK BLUE CROSS AND	MEDICAL INS	5,738.16	10,477.61 1324674	11/17/23	
		050 LIABILITIES TOTAL		56,201.17		
	POLICE					
10/31/23	AMERICAN NATIONAL BANK	INDEED/JOB LISTINGS POLICE	606.25	1324724	11/05/23	
10/17/23	BLACK HILLS ENERGY	UTILITIES	91.10	1324725	11/06/23	
343590	GREASE MONKEY	FLASHLIGHT GONSOIR UNIF ALLOWA	175.00	73013	11/14/23	
28628-1	GREAT PLAINS UNIFORMS LLC	UNIFORM/ JACOB HUSCROFT	197.00	73014	11/14/23	
324981	IA LAW ENFORCEMENT ACADEMY	RYAN HOGUELSON	400.00	73015	11/14/23	
550399942	K&M TIRE OMAHA	CRUISER #101	266.78	73033	11/16/23	
ZZCS67956	KARL CHEVROLET INC	23 CHEV TRK SPOTLIGHT	895.00	73034	11/16/23	
290334191	KONICA MINOLTA BUSINESS	COPIER-POLICE & ADMIN	36.04	73037	11/16/23	
12/23	GIS BENEFITS		24.45-	1324675	11/17/23	
11/1/23	OPPD	UTILITIES	436.93	1324741	11/21/23	
10/30/23	PETTY CASH	REIMB FUEL/POLICE TRAINING	34.00	73000	11/06/23	
120423	PETTY CASH - POLICE	SHOP W COP/HOLIDAY W HERO	6,000.00	73109	11/28/23	
11/2/23	SAM'S CLUB	SWEET STREET CANDY/POLICE	185.83	1324745	11/22/23	
55901	STANDARD & ASSOCIATES	ENTRYLEVE LAW ENF TEST FORM	40.50	73080	11/21/23	
9947614708	VERIZON WIRELESS/ ACH	PHONES/POLICE	166.52	1324734	11/12/23	
9947656581	VERIZON WIRELESS/ ACH	WIFI/TABLETS POLICE CRUISERS	360.09	526.61 1324735	11/12/23	
10/31/23	WEX BANK	FUEL		2,351.87 1324728	11/08/23	
		110 POLICE TOTAL		12,218.46		
	FIRE					
238AUG16-2	AMERICAN LIFT AND SIGN	MONUMENT GRANT FIRE DEPT	19,500.00	73102	11/28/23	
10/31/23	AMERICAN NATIONAL BANK	ETSY/BANQUET GIFS FIRE DEPT	161.88	1324724	11/05/23	

/endor Checks: 11/01/2023-11/30/2023

Payroll Checks: 11/01/2023-11/30/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
10/17/23	BLACK HILLS ENERGY	UTILITIES		40.90	1324725	11/06/23
19287	BLUFFS ELECTRIC, INC.	ELEC FLAG/STATUE LIGHTING	7,985.00		73104	11/28/23
19288	BLUFFS ELECTRIC, INC.	BREAKER FOR AMBULANCE	293.01	8,278.01	73104	11/28/23
00216484	CHI HEALTH CLINIC	PREEMPLOYMENT UA 07/31/23		291.00	73010	11/14/23
10/26/23	COX BUSINESS SERVICES	INTERNET/FIRE STATION		76.34	1324732	11/11/23
1981	DAU KEVIN	CUSTOM 200Z TUMBLERS		500.00	72998	11/06/23
12445	FIRE CATT	HOSE TESTING TRUCKS		800.00	73012	11/14/23
1924801033679	INTERSTATE ALL BATTERY CENTER	BAATTERY/DRY7505 EVER		90.84	73021	11/14/23
515294858	KONICA MINOLTA PREM FINAN	FIRE DEPT PRINTER		61.12	73036	11/16/23
10/18/23	OFFICE DEPOT/ACH	OFFICE SUPPLIES/FIRE DEPT		76.77	1324733	11/12/23
11/1/23	OPPD	UTILITIES		247.75	1324741	11/21/23
10/31/23	WEX BANK	FUEL		156.45	1324728	11/08/23
150 FIRE TOTAL				30,281.06		
AMBULANCE						
2680278	IOWA WESTERN COMM COLLEGE	TRAINING - EMS FIRE		65.00	73017	11/14/23
SEPT-OCT 2023	JENNIE EDMUNDSON HOSPITAL	SUPPLIES/AMBULANCE		102.81	73022	11/14/23
38989426	LINDE GAS & EQUIPMENT	CYLINDER/OXYGEN	163.59		73038	11/16/23
39052545	LINDE GAS & EQUIPMENT	OXYGEN	35.58	199.17	73038	11/16/23
00124	PAUL LUCHT & SONS, INC	NON CHGNG PROB ENGINE REPAIR	2,368.83		73074	11/21/23
00179	PAUL LUCHT & SONS, INC	VEHICLE MAINT/REPAIRS	2,007.48	4,376.31	73074	11/21/23
9947614708	VERIZON WIRELESS/ ACH	PHONE/AMBULANCE		41.63	1324734	11/12/23
10/31/23	WEX BANK	FUEL		186.71	1324728	11/08/23
160 AMBULANCE TOTAL				4,971.63		
BUILDING INSPECTOR						
10/17/23	BLACK HILLS ENERGY	UTILITIES		5.36	1324725	11/06/23
2311088	JDW MIDWEST	BUILDING/RENTAL INSPECTOR		9,369.56	73106	11/28/23
11/1/23	OPPD	UTILITIES		38.55	1324741	11/21/23
170 BUILDING INSPECTOR TOTAL				9,413.47		
ANIMAL CONTROL						
R23-450481	NEBRASKA HUMANE SOCIETY	CONTRACT-ANIMAL CONTROL		133.00	73108	11/28/23
10/30/23	PETTY CASH	SUPPLIES/ANIMAL CONTROL		26.54	73000	11/06/23
11242023	TRACTOR SUPPLY CREDIT PLAN	3 ANIMAL TRAPS		134.97	73111	11/28/23
9947614708	VERIZON WIRELESS/ ACH	PHONE/ANIMAL CONTROL		24.46	1324734	11/12/23
10/31/23	WEX BANK	FUEL		55.91	1324728	11/08/23
190 ANIMAL CONTROL TOTAL				374.88		
TRAFFIC						
11/1/23	OPPD	UTILITIES		132.54	1324741	11/21/23
240 TRAFFIC TOTAL				132.54		
LIBRARY						
10/23	AMAZON / ACH	PROGRAM SUPPLIES/LIBRARY		2,540.75	1324731	11/11/23
10/31/23	AMERICAN NATIONAL BANK	OVERDRIVE/LIBRARY		1,152.70	1324724	11/05/23
2037845789	BAKER & TAYLOR	BOOKS/LIBRARY	92.74		1324737	11/13/23
2037867099	BAKER & TAYLOR	BOOKS/LIBRARY	15.98		1324736	11/13/23
2037872469	BAKER & TAYLOR	BOOKS/LIBRARY	240.61		1324737	11/13/23

# CLAIMS REPORT

/endor Checks: 11/01/2023-11/30/2023

Payroll Checks: 11/01/2023-11/30/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
2037872931	BAKER & TAYLOR	BOOKS/LIBRARY	16.06	1324736	11/13/23	
2037896251	BAKER & TAYLOR	BOOKS/LIBRARY	73.53	1324737	11/13/23	
2037902546	BAKER & TAYLOR	BOOKS/LIBRARY	17.76	1324737	11/13/23	
2037927911	BAKER & TAYLOR	BOOKS/LIBRARY	128.31	1324746	11/27/23	
2037930405	BAKER & TAYLOR	BOOKS/LIBRARY	1,314.36	1,899.35	1324746	11/27/23
12/23	GIS BENEFITS			.02-	1324675	11/17/23
119083	MITINET	BESTMARC PLUS	449.00	73042	11/16/23	
11/2/23	SAM'S CLUB	VIDEOS/LIBRARY		318.39	1324745	11/22/23
		410 LIBRARY TOTAL		6,360.17		
	PARKS/RECREATION					
10/31/23	AMERICAN NATIONAL BANK	COBRA/BASKETBALL REG - PARKS	560.00	1324724	11/05/23	
2400003	CB COMMUNITY SCHOOL DIST.	WICK TACKLE FB 2023	768.00	73029	11/16/23	
10/23	TREASURER, STATE OF IOWA	SALES TAX/PARKS	9.80	1324751	11/30/23	
10/30/23	PETTY CASH	CLEANING SUPPLIES/PARKS	38.46	73000	11/06/23	
11/2/23	SAM'S CLUB	SWEET STREET SUPPLIES	1,837.59	1324745	11/22/23	
11172023	YMCA	GIRLS BASKETBALL	575.00	73086	11/21/23	
		430 PARKS/RECREATION TOTAL		3,788.85		
	SENIOR CENTER					
10/17/23	BLACK HILLS ENERGY	UTILITIES	75.46	1324725	11/06/23	
10/26/23	COX BUSINESS SERVICES		37.80-	1324732	11/11/23	
1	MARK MARKUSON III	BRICK SIGN POST BB PARK	6,077.00	73025	11/14/23	
11/1/23	OPPD	UTILITIES	132.69	1324741	11/21/23	
11042023	PETTY CASH/KENDRA HOLLENBACH	BB TOURN 11/04/23	60.00	73002	11/08/23	
111072023	PETTY CASH/KENDRA HOLLENBACH	BB TOURN 11/11/23 PRIZE MONEY	140.00	200.00	73002	11/08/23
		499 SENIOR CENTER TOTAL		6,447.35		
	EXECUTIVE					
10/31/23	AMERICAN NATIONAL BANK	CORUMS/FLOWERS MAYOR	98.46	1324724	11/05/23	
10/17/23	BLACK HILLS ENERGY	UTILITIES	5.36	1324725	11/06/23	
NOVEMBER2023	CUMBERLEDGE, RON	PHONE REIMBURSEMENT	50.00	73062	11/21/23	
11/1/23	OPPD	UTILITIES	38.55	1324741	11/21/23	
		611 EXECUTIVE TOTAL		192.37		
	ADMINISTRATIVE					
50938	ALL FLAGS, ETC.	3" SPUN ALUMINUM COLLAR	103.01	73101	11/28/23	
10/31/23	AMERICAN NATIONAL BANK	IA LEAGUE/TRAINING ADMIN	50.00	1324724	11/05/23	
10/17/23	BLACK HILLS ENERGY	UTILITIES	34.83	1324725	11/06/23	
10/31/23	GLOBAL PAYMENTS INTEGRATED	CREDIT CARD PROCESSING FEES	156.58	1324721	11/01/23	
290333661	KONICA MINOLTA BUSINESS	COPIER-POLICE & ADMIN	98.28	73037	11/16/23	
I-23-530A	MAHONEY FIRE SPRINKLER INC	Fire Sprinkler Repair	230.00	73039	11/16/23	
10/18/23	OFFICE DEPOT/ACH	OFFICE SUPPLIES/ADMIN	192.51	1324733	11/12/23	
11/1/23	OPPD	UTILITIES	167.06	1324741	11/21/23	
10/30/23	PETTY CASH	TRAINING/ADMIN	106.11	73000	11/06/23	
10/23/23	PURCHASE POWER	Postage/Admin	402.50	1324726	11/06/23	
		620 ADMINISTRATIVE TOTAL		1,540.88		



Vendor Checks: 11/01/2023-11/30/2023

Payroll Checks: 11/01/2023-11/30/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
10102023	ELECTIONS POTTAWATTAMIE COUNTY AUDITOR	ELECTION COSTS CITY COUNCIL	7,628.27	73076	11/21/23	
	630	ELECTIONS TOTAL	7,628.27			
10/17/23	CITY HALL BLACK HILLS ENERGY	UTILITIES	125.93	1324725	11/06/23	
16032	BUG-Z TERMITE/PEST CNTRL	PEST CONTROL	107.00	73105	11/28/23	
15600117520	COVERALL N. AMERICA, INC	CLEANING	757.56	73087	11/22/23	
1560017129cr	COVERALL N. AMERICA, INC		151.51-	73087	11/22/23	
1560017184.1	COVERALL N. AMERICA, INC	CLEANING	446.19	73087	11/22/23	
1560017350	COVERALL N. AMERICA, INC	CLEANING	757.56	73087	11/22/23	
10/26/23	COX BUSINESS SERVICES	TELEPHONE/INTERNET CITY HALL	554.96	1324732	11/11/23	
31988	IMPACT7G	GRANT WRITING	500.00	73019	11/14/23	
10765	MENARDS	CHRIS LGHTS EXT CRD GFI OUTLET	241.38	73040	11/16/23	
11/1/23	OPPD	UTILITIES	604.01	1324741	11/21/23	
10/30/23	PETTY CASH	CLEANING SUPPLIES/CITY HALL	4.28	73000	11/06/23	
212271	THERMAL HEATING AIR PLUMB	CITY HALL HVAC	473.20	73110	11/28/23	
212780	THERMAL HEATING AIR PLUMB	CITY HALL HVAC	255.20	73110	11/28/23	
213272	THERMAL HEATING AIR PLUMB	CITY HALL HVAC	394.43	73110	11/28/23	
21700	WEBSITES TO IMPRESS	WEBSITE	240.00	73113	11/28/23	
	650	CITY HALL TOTAL	5,310.19			
	MISC					
10/23	AMERICAN NATIONAL BANK	ACCOUNT ANALYSIS CHARGE 10/23	58.21	1324730	11/08/23	
11/1/23	AUXIANT	Insurance Admin Fee	212.75	1324720	11/01/23	
13739249	BOMGAARS	SAFETY BOOTS/RANDY SMITH	165.16	73006	11/08/23	
	699	MISC TOTAL	436.12			
	001	GENERAL TOTAL	145,297.41			
	COMMUNITY CENTER LIABILITIES					
PR20231027	COLONIAL INSURANCE CO	COLONIAL INS	28.09	1324672	11/17/23	
PR20231110	COLONIAL INSURANCE CO	COLONIAL INS	29.81	57.90	1324672	11/17/23
PR20231027	DELTA DENTAL OF IOWA	DENTAL INS	73.35	1324678	11/17/23	
PR20231110	DELTA DENTAL OF IOWA	DENTAL INS	73.89	147.24	1324678	11/17/23
PR20231027	FED/FICA TAXES	FED/FICA TAX	1,622.88	1324629	11/03/23	
PR20231110	FED/FICA TAXES	FED/FICA TAX	1,352.40	2,975.28	1324670	11/17/23
PR20231027	IPERS	IPERS	1,448.04	1324671	11/22/23	
PR20231110	IPERS	IPERS	1,234.81	2,682.85	1324671	11/22/23
PR20231027	LIBERTY NATIONAL	LIBERTY/AFTERTX	16.22	1324677	11/17/23	
PR20231110	LIBERTY NATIONAL	LIBERTY/AFTERTX	17.23	33.45	1324677	11/17/23
PR20231027	GIS BENEFITS	LIFE INSURANCE	56.98	1324675	11/17/23	
PR20231110	GIS BENEFITS	LIFE INSURANCE	57.14	114.12	1324675	11/17/23
PR20231027	TREASURER, STATE OF IOWA	STATE TAXES	189.50	1324673	11/22/23	
PR20231110	TREASURER, STATE OF IOWA	STATE TAX	168.95	358.45	1324673	11/22/23
PR20231027	WELLMARK BLUE CROSS AND	MEDICAL INS	1,288.90	1324674	11/17/23	
PR20231110	WELLMARK BLUE CROSS AND	MEDICAL INS	1,510.61	2,799.51	1324674	11/17/23

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050 LIABILITIES TOTAL			9,168.80			
	COMMUNITY CENTER					
216195	ACTION BATTERIES	2013 BATTERY GRANDCARAVAN	164.94	73100	11/28/23	
10/2023	AMAZON / ACH	SWEET STREET SUPPLIES	1,317.98	1324719	11/02/23	
10/23	AMAZON / ACH	SWEET STREET SUPPLIES/LIBRARY	210.52	1,528.50	1324731	11/11/23
10/31/23	AMERICAN NATIONAL BANK	MENARDS/SWEET STREET SUPPLIES		2,435.67	1324724	11/05/23
10/31/23	GLOBAL PAYMENTS INTEGRATED	CREDIT CARD PROCESSING FEES		156.57	1324721	11/01/23
10/23	TREASURER, STATE OF IOWA	SALES TAX/COMMUNITY CENTER		250.58	1324751	11/30/23
12/23	GIS BENEFITS			32.16-	1324675	11/17/23
580694	MIDWEST TROPHY & AWARDS	BSKBLL MEDALS TOURNAMENT	79.20	73041	11/16/23	
10/23	ELAINE OETJEN	FITNESS CLASSES/COMM CENT	648.00	1324743	11/21/23	
222560	OMAHA COMPOUND COMPANY	CLCC SUPPLIES		72.00	73043	11/16/23
11/19/23	PAYPAL - LIBRARY/COMM CENTER	MARKETING-LIBRARY/COMM CENTER	35.00		1324739	11/20/23
11/21/23	PAYPAL - LIBRARY/COMM CENTER	MARKETING	12.96		1324742	11/21/23
11/26/23	PAYPAL - LIBRARY/COMM CENTER	MARKETING	6.61	54.57	1324747	11/27/23
11082023	PETTY CASH	PETTY CASH SENIOR CENTER	466.82	73003	11/08/23	
11082023	PLEWA, MIKE	COVERING DONATION GYM FLOOR	231.12	73004	11/08/23	
01222	SALERNO MICHELLE	PURCH SUP FEEL GOOD FACTORY	2,500.00	73005	11/08/23	
11/2/23	SAM'S CLUB	PROGRAM FOOD/COMMUNITY CENTER	403.98	1324745	11/22/23	
10/31/23	WEX BANK	FUEL	78.71	1324728	11/08/23	
460 COMMUNITY CENTER TOTAL			9,038.50			
	COMM CENTER/LIBRARY					
10/2023	AMAZON / ACH	CLEANING SUPPLIES/COMM CENTER	81.97	1324719	11/02/23	
2540075100	ARAMARK	MATS CLCC	66.76	73009	11/14/23	
10/17/23	BLACK HILLS ENERGY	UTILITIES	79.57	1324725	11/06/23	
16022	BUG-Z TERMITE/PEST CNTRL	PEST CONTROL	107.00	73105	11/28/23	
559471	CLEARFLY	PHONES-COMM CENTER/LIBRARY	294.11	1324723	11/01/23	
1560017601	COVERALL N. AMERICA, INC	CLEANING CLCC	1,070.00	73087	11/22/23	
10/26/23	COX BUSINESS SERVICES	PHONE/INTERNET COMMCENT/LIBRAR	516.36	1324732	11/11/23	
11/1/23	OPPD	UTILITIES	1,477.34	1324741	11/21/23	
6767342T050	PAPILLION SANITATION	DUMPSTER/LIBRARY	290.02	73072	11/21/23	
462 COMM CENTER/LIBRARY TOTAL			3,983.13			
003 COMMUNITY CENTER TOTAL			22,190.43			
	PARKS HOTEL/MOTEL					
	LIABILITIES					
PR20231027	BOMGAARS	UNIFORMS	421.90	72967	11/03/23	
PR20231027	DELTA DENTAL OF IOWA	DENTAL INS	32.30	1324678	11/17/23	
PR20231110	DELTA DENTAL OF IOWA	DENTAL INS	32.30	1324678	11/17/23	
PR20231027	FED/FICA TAXES	FED/FICA TAX	1,118.84	1324629	11/03/23	
PR20231110	FED/FICA TAXES	FED/FICA TAX	813.98	1324670	11/17/23	
PR20231110	FED/FICA TAXES	FED/FICA TAX	212.59	1324679	11/17/23	
VOID111723	FED/FICA TAXES		2.44-	2,142.97	1324679	11/17/23
PR20231027	IPERS	IPERS	688.05	1324671	11/22/23	
PR20231110	IPERS	IPERS	702.80	1324671	11/22/23	
VOID111723	IPERS		2.52-	1,388.33	1324671	11/22/23
PR20231027	GIS BENEFITS	LIFE INSURANCE	19.25	1324675	11/17/23	

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PR20231110	GIS BENEFITS	LIFE INSURANCE	19.25	38.50	1324675	11/17/23
PR20231027	TREASURER, STATE OF IOWA	STATE TAXES	148.46		1324673	11/22/23
PR20231110	TREASURER, STATE OF IOWA	STATE TAX	129.40	277.86	1324673	11/22/23
PR20231027	WELLMARK BLUE CROSS AND	MEDICAL INS	524.11		1324674	11/17/23
PR20231110	WELLMARK BLUE CROSS AND	MEDICAL INS	640.72	1,164.83	1324674	11/17/23
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		050 LIABILITIES TOTAL		5,498.99		
	PARKS/RECREATION					
10/17/23	BLACK HILLS ENERGY	UTILITIES		5.36	1324725	11/06/23
10/26/23	COX BUSINESS SERVICES	TELEPHONES/PARKS		56.44	1324732	11/11/23
9748	LINKON LOGS	12 AT TJ PRACTICE FIELD FOR CL		240.00	73024	11/14/23
11/1/23	OPPD	UTILITIES		969.32	1324741	11/21/23
9947614708	VERIZON WIRELESS/ ACH	PHONES/PARKS		66.09	1324734	11/12/23
10/31/23	WEX BANK	FUEL		389.63	1324728	11/08/23
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		430 PARKS/RECREATION TOTAL		1,726.84		
		004 PARKS HOTEL/MOTEL TOTAL		7,225.83		
	AMBULANCE FEES					
	AMBULANCE					
32876	QUICK MED CLAIMS	BILLING/AMBULANCE		624.87	1324740	11/20/23
3853234	ZOLL MEDICAL CORP GPO	CARDIAC MONITOR		45,620.06	73044	11/16/23
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		160 AMBULANCE TOTAL		46,244.93		
		010 AMBULANCE FEES TOTAL		46,244.93		
	ROAD USE TAX					
	LIABILITIES					
PR20231027	COLONIAL INSURANCE CO	COLONIAL INS	54.11		1324672	11/17/23
PR20231110	COLONIAL INSURANCE CO	COLONIAL INS	54.11	108.22	1324672	11/17/23
PR20231027	DELTA DENTAL OF IOWA	DENTAL INS	16.15		1324678	11/17/23
PR20231110	DELTA DENTAL OF IOWA	DENTAL INS	16.15	32.30	1324678	11/17/23
PR20231027	FED/FICA TAXES	FED/FICA TAX	551.35		1324629	11/03/23
PR20231110	FED/FICA TAXES	FED/FICA TAX	526.29	1,077.64	1324670	11/17/23
PR20231027	IPERS	IPERS	393.25		1324671	11/22/23
PR20231110	IPERS	IPERS	393.25	786.50	1324671	11/22/23
PR20231027	LIBERTY NATIONAL	LIBERTY NATIONA	6.50		1324677	11/17/23
PR20231110	LIBERTY NATIONAL	LIBERTY NATIONA	6.50	13.00	1324677	11/17/23
PR20231027	GIS BENEFITS	LIFE INSURANCE	10.75		1324675	11/17/23
PR20231110	GIS BENEFITS	LIFE INSURANCE	10.75	21.50	1324675	11/17/23
PR20231027	TREASURER, STATE OF IOWA	STATE TAXES	85.94		1324673	11/22/23
PR20231110	TREASURER, STATE OF IOWA	STATE TAX	80.71	166.65	1324673	11/22/23
PR20231027	WELLMARK BLUE CROSS AND	MEDICAL INS	478.80		1324674	11/17/23
PR20231110	WELLMARK BLUE CROSS AND	MEDICAL INS	570.61	1,049.41	1324674	11/17/23
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		050 LIABILITIES TOTAL		3,255.22		

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	ROAD USE					
10/31/23	AMERICAN NATIONAL BANK	INDEED/JOB LISTINGS	17.91	1324724	11/05/23	
S100038201.001	AMERICAN UNDERGROUND SUP	AVK HYDRANT 2700 MODERN RED	7,453.17	73103	11/28/23	
10/17/23	BLACK HILLS ENERGY	UTILITIES	39.00	1324725	11/06/23	
6218	CITY OF COUNCIL BLUFFS	GALLONS BRINE	825.00	73011	11/14/23	
1128	GOCHANOUR CONSTRUCTION CO	CONCRETE 9TH AVE + A PANEL	58,260.00	73007	11/10/23	
1128-2	GOCHANOUR CONSTRUCTION CO	CLC STREET REPAIR CONCRETE	7,500.00	65,760.00	73030	11/16/23
R-19778	HEAVY INDUSTRIES	CLN CONCRETE TANDEM DUMP	80.00	73031	11/16/23	
88147	IA MUNICIPALITIES WORKERS COMP	WORKERS COMP PREMIUM	229.02	73020	11/14/23	
10025	MENARDS	REC HITCH CHAIN SAW BLADES	80.94	73040	11/16/23	
10847	MENARDS	25LB BAG OIL DRI/GLOVES LEATHE	23.97	104.91	73040	11/16/23
1937-095815	NAPA AUTO PARTS	WATER PUMP TRUCK 1	341.32	73107	11/28/23	
1937-096186	NAPA AUTO PARTS	FUEL MODULE OIL FILTER	355.22	73107	11/28/23	
1937-097599	NAPA AUTO PARTS	NAPA GOLD OIL FILTER	331.98	73107	11/28/23	
1937-097600	NAPA AUTO PARTS	MOBIL 5W50	122.87	73107	11/28/23	
1937-097999	NAPA AUTO PARTS	WATER PUMP	144.99	73107	11/28/23	
90144CR	NAPA AUTO PARTS		58.98-	1,237.40	73107	11/28/23
222291A	OMAHA COMPOUND COMPANY	MULTI-GREEN W SCRUBBERS	126.00	73043	11/16/23	
11/1/23	OPPD	UTILITIES	216.52	1324741	11/21/23	
10/30/23	PETTY CASH	SUPPLIES/MAINTENANCE	2.67	73000	11/06/23	
9947614708	VERIZON WIRELESS/ ACH	PHONES/IPADS MAINTENANCE	241.65	1324734	11/12/23	
10/31/23	WEX BANK	FUEL	525.31	1324728	11/08/23	
		210 ROAD USE TOTAL	76,858.56			
	STREET LIGHTS					
11/1/23	OPPD	UTILITIES	7,878.56	1324741	11/21/23	
		230 STREET LIGHTS TOTAL	7,878.56			
		110 ROAD USE TAX TOTAL	87,992.34			
	EMPLOYEE BENEFITS					
	POLICE					
10/31/23	AUXIANT	HEALTH INS	90.00	1324722	11/01/23	
11/14/23	AUXIANT	HEALTH INS	30.00	1324738	11/14/23	
11/21/23	AUXIANT	HEALTH INS	154.35	1324744	11/21/23	
11/7/23	AUXIANT	HEALTH INS	110.00	384.35	1324729	11/08/23
88147	IA MUNICIPALITIES WORKERS COMP	WORKERS COMP PREMIUM	2,366.54	73020	11/14/23	
		110 POLICE TOTAL	2,750.89			
	FIRE					
88147	IA MUNICIPALITIES WORKERS COMP	WORKERS COMP PREMIUM	4,046.02	73020	11/14/23	
		150 FIRE TOTAL	4,046.02			
	BUILDING INSPECTOR					
88147	IA MUNICIPALITIES WORKERS COMP	WORKERS COMP PREMIUM	38.17	73020	11/14/23	
		170 BUILDING INSPECTOR TOTAL	38.17			

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88147	ANIMAL CONTROL IA MUNICIPALITIES WORKERS COMP WORKERS COMP PREMIUM		152.68	73020	11/14/23	
		190 ANIMAL CONTROL TOTAL	152.68			
88147 12/23	LIBRARY IA MUNICIPALITIES WORKERS COMP WORKERS COMP PREMIUM GIS BENEFITS		38.17 .01-	73020 1324675	11/14/23 11/17/23	
		410 LIBRARY TOTAL	38.16			
11/14/23 11/21/23 88147	PARKS/RECREATION AUXIANT AUXIANT IA MUNICIPALITIES WORKERS COMP WORKERS COMP PREMIUM	HEALTH INS HEALTH INS	90.00 81.30	171.30	1324738 1324744	11/14/23 11/21/23
		430 PARKS/RECREATION TOTAL	705.68		73020	11/14/23
11/14/23 11/21/23 12/23	COMMUNITY CENTER AUXIANT AUXIANT GIS BENEFITS	HEALTH INS HEALTH INS	66.40 30.00	96.40	1324738 1324744	11/14/23 11/21/23
		460 COMMUNITY CENTER TOTAL	96.39		1324675	11/17/23
88147	SENIOR CENTER IA MUNICIPALITIES WORKERS COMP WORKERS COMP PREMIUM		38.16	73020	11/14/23	
		499 SENIOR CENTER TOTAL	38.16			
88147	LEGISLATIVE IA MUNICIPALITIES WORKERS COMP WORKERS COMP PREMIUM		19.09	73020	11/14/23	
		610 LEGISLATIVE TOTAL	19.09			
10/31/23 11/14/23 11/21/23 11/7/23 88147 12/23	ADMINISTRATIVE AUXIANT AUXIANT AUXIANT AUXIANT IA MUNICIPALITIES WORKERS COMP WORKERS COMP PREMIUM GIS BENEFITS	HEALTH INS HEALTH INS HEALTH INS HEALTH INS	83.33 68.85 40.00 89.84	282.02	1324722 1324738 1324744 1324729	11/01/23 11/14/23 11/21/23 11/08/23
		620 ADMINISTRATIVE TOTAL	320.18		73020	11/14/23
		112 EMPLOYEE BENEFITS TOTAL	8,205.42		1324675	11/17/23
12/23 4696 12/23 I875 12/23 I876	DEBT SERVICE DEBT SERVICE UMB BANK UMB BANK UMB BANK	2015B City Hall Int 0185404696 2021A City Hall Refi/Int I875 2021B Comm Center/Int I876	2,400.00 9,432.50 20,000.00	31,832.50	1324748 1324749 1324750	11/30/23 11/30/23 11/30/23

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		710 DEBT SERVICE TOTAL		31,832.50		
		200 DEBT SERVICE TOTAL		31,832.50		
	WATER REVENUE					
	LIABILITIES					
PR20231027	BOMGAARS	UNIFORMS	119.81	72967	11/03/23	
PR20231027	CITY OF CARTER LAKE	UNIFORMS	15.16	72966	11/03/23	
PR20231027	COLONIAL INSURANCE CO	COLONIAL INS	76.38	1324672	11/17/23	
PR20231110	COLONIAL INSURANCE CO	COLONIAL INS	76.38	152.76	1324672	11/17/23
PR20231027	DELTA DENTAL OF IOWA	DENTAL INS	38.32	1324678	11/17/23	
PR20231110	DELTA DENTAL OF IOWA	DENTAL INS	40.37	78.69	1324678	11/17/23
PR20231027	FED/FICA TAXES	FED/FICA TAX	1,108.85	1324629	11/03/23	
PR20231110	FED/FICA TAXES	FED/FICA TAX	1,043.82	2,152.67	1324670	11/17/23
PR20231027	IPERS	IPERS	728.66	1324671	11/22/23	
PR20231110	IPERS	IPERS	719.37	1,448.03	1324671	11/22/23
PR20231027	LIBERTY NATIONAL	LIBERTY NATIONA	6.50	1324677	11/17/23	
PR20231110	LIBERTY NATIONAL	LIBERTY NATIONA	6.50	13.00	1324677	11/17/23
PR20231027	GIS BENEFITS	LIFE INSURANCE	28.05	1324675	11/17/23	
PR20231110	GIS BENEFITS	LIFE INSURANCE	28.05	56.10	1324675	11/17/23
PR20231027	TREASURER, STATE OF IOWA	STATE TAXES	154.76	1324673	11/22/23	
PR20231110	TREASURER, STATE OF IOWA	STATE TAX	142.54	297.30	1324673	11/22/23
PR20231027	WELLMARK BLUE CROSS AND	MEDICAL INS	680.39	1324674	11/17/23	
PR20231110	WELLMARK BLUE CROSS AND	MEDICAL INS	837.32	1,517.71	1324674	11/17/23
		050 LIABILITIES TOTAL		5,851.23		
	WATER					
10/19/23	STEVE AMOS	DEPOSIT REFUND/WATER	77.01	73056	11/21/23	
11/17/23	NATHAN ARMSTRONG	DEPOSIT REFUND/WATER	77.01	73057	11/21/23	
11/21/23	AUXIANT	HEALTH INS	30.00	1324744	11/21/23	
11/7/23	AUXIANT	HEALTH INS	40.00	70.00	1324729	11/08/23
9/19/23	DRAKE BEYER	DEPOSIT REFUND/WATER	108.29	73058	11/21/23	
10/19/23	JERALD BILLESBACH	CREDIT REFUND/WATER	4.82	73059	11/21/23	
10/19/23	RONALD BOTHWELL	DEPOSIT REFUND/WATER	82.21	73060	11/21/23	
10/19/23	DEB COLEMAN	DEPOSIT REFUND/WATER	64.47	73061	11/21/23	
12/23	DELTA DENTAL OF IOWA		2.05-	1324678	11/17/23	
8/23/23	BAILEY EVERS	DEPOSIT REFUND/WATER	74.39	73063	11/21/23	
11/17/23	WILLIAM & CATHERINE FOLLMER	DEPOSIT REFUND/WATER	79.01	73064	11/21/23	
10/19/23	JENNIFER HALL	DEPOSIT REFUND/WATER	166.20	73065	11/21/23	
8/23/23	STEPHANIE HUGHES	DEPOSIT REFUND/WATER	60.49	73066	11/21/23	
10/23	TREASURER, STATE OF IOWA	SALES TAX/ADMIN FEE	350.11	1324751	11/30/23	
10/23	TREASURER, STATE OF IOWA	WATER EXCISE TAX	2,365.38	1324752	11/30/23	
88147	IA MUNICIPALITIES WORKERS COMP	WORKERS COMP PREMIUM	57.26	73020	11/14/23	
11/17/23	SHAWN M. KANNEDY	CREDIT REFUND/WATER	25.80	73067	11/21/23	
OCTOBER 2023	KEMPER, KIRK	WATER CONSULTANT	811.80	73035	11/16/23	
11/17/23	LAQUINTA INN & SUITES	DEPOSIT REFUND/WATER	35.28	73068	11/21/23	
10/19/23	COURTNEY LAWRENSON	DEPOSIT REFUND/WATER	44.36	73069	11/21/23	
10/19/23	TRISTEN LIDDICK	DEPOSIT REFUND/WATER	8.25	73070	11/21/23	
8/23/23	TINA LIFE	DEPOSIT REFUND/WATER	62.19	73071	11/21/23	
10/24/23	MUD	WATER ACCT 112000331048	18,781.58	1324727	11/08/23	
11/17/23	PEGASUS INVESTMENTS LLC	CREDIT REFUND/WATER	317.80	73075	11/21/23	

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10/30/23	PETTY CASH	REFUND/WATER	10.02	73000	11/06/23	
8/23/23	RICHARD SAVICKY	CREDIT REFUND/WATER	6.90	73077	11/21/23	
10/19/23	JEFF SCHWEID	DEPOSIT REFUND/WATER	30.57	73078	11/21/23	
11/17/23	CHRISTINA SHANNON	DEPOSIT REFUND/WATER	79.59	73079	11/21/23	
266696	STATE HYGIENIC LABORATORY	WATER TESTING	275.00	73081	11/21/23	
9/23	STEPHANIE BALDWIN	CREDIT REFUND/WATER	125.00	73001	11/06/23	
9/19/23	BRADLEY STOKES	DEPOSIT REFUND/WATER	69.60	73082	11/21/23	
9/19/23	WILLIAM & DENISE TEEPLE	DEPOSIT REFUND/WATER	15.01	73083	11/21/23	
8/23/23	LISA TRITSCH	DEPOSIT REFUND/WATER	68.89	73084	11/21/23	
11/17/23	KEVIN YALE	DEPOSIT REFUND/WATER	74.39	73085	11/21/23	
			-----			
	810	WATER TOTAL	24,476.63			
			-----			
	600	WATER REVENUE TOTAL	30,327.86			
SEWER REVENUE						
SEWER						
10/26/23	COX BUSINESS SERVICES	TELEPHONES/SEWER	169.80	1324732	11/11/23	
10/23	TREASURER, STATE OF IOWA	SALES TAX/SEWER	462.04	1324751	11/30/23	
88147	IA MUNICIPALITIES WORKERS COMP	WORKERS COMP PREMIUM	76.34	73020	11/14/23	
11/1/23	OPPD	UTILITIES	2,108.15	1324741	11/21/23	
9947614708	VERIZON WIRELESS/ ACH	PHONES-WIFI/SEWER	174.09	1324734	11/12/23	
10/31/23	WEX BANK	FUEL	742.66	1324728	11/08/23	
			-----			
	815	SEWER TOTAL	3,733.08			
			-----			
	610	SEWER REVENUE TOTAL	3,733.08			
GARBAGE FEES						
GARBAGE						
10/23	TREASURER, STATE OF IOWA	SALES TAX/GARBAGE	2.80	1324751	11/30/23	
2361	IA WASTE SERVICES LLC	LANDFILL TONAGE	2,493.31	73016	11/14/23	
6767280T050	PAPILLION SANITATION	RECYCLING/GARBAGE	530.39	73073	11/21/23	
6767868T050	PAPILLION SANITATION	RECYCLING/GARBAGE	581.60	73073	11/21/23	
CLAUGUST-2023	WASTE CONNECTIONS FKA RR WASTE	GARBAGE PICKUP FEE-MONTHLY	18,980.56	73112	11/28/23	
CLOCTOBER-2023	WASTE CONNECTIONS FKA RR WASTE	GARBAGE PICKUP FEE-MONTHLY	19,173.25	73112	11/28/23	
			-----			
	840	GARBAGE TOTAL	41,761.91			
			-----			
	670	GARBAGE FEES TOTAL	41,761.91			
			=====			
			Accounts Payable Total	424,811.71		
Payroll Checks						
			-----			
	001	GENERAL	1,806.40			
			-----			
			Total Paid On: 11/01/23	1,806.40		

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
		001 GENERAL	32,515.63			
		003 COMMUNITY CENTER	7,102.45			
		004 PARKS HOTEL/MOTEL	2,885.14			
		110 ROAD USE TAX	1,696.12			
		600 WATER REVENUE	3,329.38			
			-----			
		Total Paid On: 11/03/23	47,528.72			
		001 GENERAL	33,085.94			
		003 COMMUNITY CENTER	5,874.23			
		004 PARKS HOTEL/MOTEL	3,045.36			
		110 ROAD USE TAX	1,627.58			
		600 WATER REVENUE	3,304.72			
			-----			
		Total Paid On: 11/17/23	46,937.83			
		001 GENERAL	1,294.30			
			-----			
		Total Paid On: 11/22/23	1,294.30			
			=====			
		Total Payroll Paid	97,567.25			
			=====			
		Report Total	522,378.96			
			=====			



DEPT	NAME	AMOUNT
050	LIABILITIES	79,975.41
110	POLICE	57,493.01
150	FIRE	39,209.66
160	AMBULANCE	51,216.56
170	BUILDING INSPECTOR	9,451.64
190	ANIMAL CONTROL	1,178.60
210	ROAD USE	80,182.26
230	STREET LIGHTS	7,878.56
240	TRAFFIC	132.54
410	LIBRARY	16,168.86
430	PARKS/RECREATION	12,151.87
460	COMMUNITY CENTER	22,111.57
462	COMM CENTER/LIBRARY	3,983.13
499	SENIOR CENTER	7,883.85
610	LEGISLATIVE	922.41
611	EXECUTIVE	1,095.45
620	ADMINISTRATIVE	9,530.78
630	ELECTIONS	7,628.27
650	CITY HALL	5,310.19
699	MISC	436.12
710	DEBT SERVICE	31,832.50
810	WATER	31,110.73
815	SEWER	3,733.08
840	GARBAGE	41,761.91
-----		
	TOTAL DEPARTMENTS	522,378.96

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

**CITY OF CARTER LAKE  
RECEIPTS  
NOVEMBER 2023**

GENERAL FUND	233,655.33
COMMUNITY CENTER FUND	48,455.64
PARKS HOTEL/MOTEL FUND	71,688.79
E OMAHA DD #21 FUND	0.80
AMBULANCE FEES FUND	7,551.40
CASINO - PONCA TRIBE FUND	250,162.19
AMERICAN RESCUE PLAN FUND	242,092.00
ROAD USE TAX FUND	41,962.95
EMPLOYEE BENEFITS FUND	13,068.39
LOCAL OPTION TAX FUND	25,322.00
POLICE FORFEITURE FUND	3.27
WATER REVENUE FUND	147,112.70
VILLAGE POST OFFICE FUND	563.34
<b>TOTAL REVENUE BY FUND</b>	<b>\$ 1,081,638.80</b>

# BALANCE SHEET

## CALENDAR 11/2023, FISCAL 5/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	14,725.02	4,387,233.63-
003-000-1110	CHECKING - COMMUNITY CENTER	18,378.58	192,835.98
004-000-1110	CHECKING - PARKS HOTEL/MOTEL	60,714.11	70,319.57
005-000-1110	CHECKING - LIBRARY RESERVE		5,893.16
007-000-1110	CHECKING - FIRE DONATIONS		1,100.20
008-000-1110	CHECKING - POOL DONATIONS		501.00
010-000-1110	CHECKING - AMBULANCE FEES	38,693.53-	254,920.02
011-000-1110	CHECKING - POLICE RESERVE UNIT		1,748.84
012-000-1110	CHECKING - CASINO PONCA TRIBE	250,162.19	775,162.19
013-000-1110	CHECKING - AMERICAN RESCUE \$	242,092.00	1,077,157.34
015-000-1110	CHECKING - FIRE DEPT FEES		90,884.47
017-000-1110	CHECKING - BUILDING PERMIT DEP		1,800.00
018-000-1110	CHECKING - LAKE EXPENSES		800.00-
110-000-1110	CHECKING - ROAD USE TAX	49,353.09-	684,122.74
112-000-1110	CHECKING - EMPLOYEE BENEFITS	29,356.67-	15,226.57-
121-000-1110	CHECKING - LOCAL OPTION-BOND \$	25,322.00	64,610.00
129-000-1110	CHECKING - UR #5		1,096,835.53
145-000-1110	CHECKING - UR #2		63,006.76
177-000-1110	CHECKING - POLICE FORFEITURE		10.00-
200-000-1110	CHECKING - DEBT SERVICE	31,832.50-	110,943.58-
304-000-1110	CHECKING - STORM WATER		20,249.05
305-000-1110	CHECKING - LAKE PROJECT		40,000.00
310-000-1110	CHECKING - SEWER LINING PROJ		112,519.61-
315-000-1110	CHECKING - COMMUNITY CENTER		4,181.38-
320-000-1110	CHECKING - TRAIL PROJECT		47,752.76-
600-000-1110	CHECKING - WATER REVENUE	110,150.68	1,776,632.49
601-000-1110	CHECKING - WATER RESERVE		99,736.07
602-000-1110	CHECKING - WATER DEPOSITS		107,450.04
610-000-1110	CHECKING - SEWER REVENUE	3,733.08-	234,584.25
611-000-1110	CHECKING - SEWER RESERVE		122,034.94
670-000-1110	CHECKING - GARBAGE FEES	41,761.91-	32,489.06-
740-000-1110	CHECKING - STORM WATER FEES		34,980.47
760-000-1110	CHECKING - VILLAGE POST OFFICE	563.34	2,411.74
		-----	-----
	CHECKING TOTAL	527,377.14	2,107,820.26
310-000-1111	SEWER LINING PROJECT ACCOUNT		1,828,000.00
		-----	-----
	SEWER LINING PROJECT TOTAL	.00	1,828,000.00
001-000-1120	PETTY CASH - GENERAL		250.00
001-000-1121	PETTY CASH - LIBRARY		250.00
001-000-1122	PETTY CASH - POLICE		200.00
001-000-1123	PETTY CASH - PARKS		500.00
003-000-1124	PETTY CASH - COMMUNITY CENTER		150.00
011-000-1120	PETTY CASH - TOBACCO		200.00
760-000-1120	PETTY CASH - POST OFFICE		150.00
		-----	-----
	PETTY CASH TOTAL	.00	1,700.00

**BALANCE SHEET**  
**CALENDAR 11/2023, FISCAL 5/2024**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
009-000-1150	SAVINGS - E OMAHA DD #21	.80	19,451.08
177-000-1150	SAVINGS - POLICE FORFEITURE	3.27	17,322.36
		-----	-----
	SAVINGS TOTAL	4.07	36,773.44
001-000-1156	IPAIT INVESTMENT ACCOUNT	31,848.63	7,596,495.73
		-----	-----
	IPAIT INVESTMENT ACCOUNT TOTA	31,848.63	7,596,495.73
		=====	=====
	TOTAL CASH	559,229.84	11,570,789.43
		=====	=====

# BUDGET REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,374,781.00	94,563.04	538,881.25	39.20	835,899.75
	DISASTER TOTAL	15.00	.00	.00	.00	15.00
	FIRE TOTAL	420,825.00	42,549.01	164,927.06	39.19	255,897.94
	AMBULANCE TOTAL	78,540.00	51,216.56	60,666.70	77.24	17,873.30
	BUILDING INSPECTOR TOTAL	87,100.00	9,451.64	81,455.34	93.52	5,644.66
	ANIMAL CONTROL TOTAL	23,759.00	1,413.34	6,714.07	28.26	17,044.93
	WEED CONTROL TOTAL	4,000.00	.00	1,300.00	32.50	2,700.00
	=====	=====	=====	=====	=====	=====
	PUBLIC SAFETY TOTAL	1,989,020.00	199,193.59	853,944.42	42.93	1,135,075.58
	ROAD USE TOTAL	848,478.00	83,437.48	338,878.48	39.94	509,599.52
	STREET LIGHTS TOTAL	110,000.00	7,878.56	39,222.94	35.66	70,777.06
	TRAFFIC TOTAL	1,500.00	132.54	662.70	44.18	837.30
	=====	=====	=====	=====	=====	=====
	PUBLIC WORKS TOTAL	959,978.00	91,448.58	378,764.12	39.46	581,213.88
	LIBRARY TOTAL	359,586.00	22,279.83	146,816.95	40.83	212,769.05
	PARKS/RECREATION TOTAL	519,021.00	18,277.78	324,405.89	62.50	194,615.11
	LAKE PROJECTS TOTAL	4,000.00	.00	800.00	20.00	3,200.00
	COMMUNITY CENTER TOTAL	352,742.00	31,280.33	154,884.92	43.91	197,857.08
	COMM CENTER/LIBRARY TOTAL	94,000.00	3,983.13	36,120.94	38.43	57,879.06
	SENIOR CENTER TOTAL	.00	8,508.25	10,673.99	.00	10,673.99-
	=====	=====	=====	=====	=====	=====
	CULTURE & RECREATION TOTAL	1,329,349.00	84,329.32	673,702.69	50.68	655,646.31
	URBAN RENEWAL TOTAL	443,000.00	.00	.00	.00	443,000.00
	=====	=====	=====	=====	=====	=====
	COMMUNITY & ECONOMIC DEV TOTA	443,000.00	.00	.00	.00	443,000.00
	LEGISLATIVE TOTAL	32,213.00	1,102.07	8,541.08	26.51	23,671.92
	EXECUTIVE TOTAL	36,350.00	1,268.87	6,704.09	18.44	29,645.91
	ADMINISTRATIVE TOTAL	287,924.00	17,372.44	128,953.66	44.79	158,970.34
	ELECTIONS TOTAL	12,000.00	7,628.27	7,628.27	63.57	4,371.73
	LEGAL SERVICES TOTAL	50,000.00	.00	21,414.50	42.83	28,585.50
	CITY HALL TOTAL	88,400.00	5,310.19	84,879.93	96.02	3,520.07
	MISC TOTAL	40,940.00	436.12	147,219.88	359.60	106,279.88-
	=====	=====	=====	=====	=====	=====
	GENERAL GOVERNMENT TOTAL	547,827.00	33,117.96	405,341.41	73.99	142,485.59
	DEBT SERVICE TOTAL	357,500.00	31,832.50	31,832.50	8.90	325,667.50
	=====	=====	=====	=====	=====	=====
	DEBT SERVICE TOTAL	357,500.00	31,832.50	31,832.50	8.90	325,667.50
	LAKE PROJECTS TOTAL	5,000.00	.00	.00	.00	5,000.00
	TRAIL PROJECT TOTAL	.00	.00	10,500.00	.00	10,500.00-

# BUDGET REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CAPITAL PROJECT TOTAL	.00	.00	50,761.84	.00	50,761.84-
		=====	=====	=====	=====	=====
	CAPITAL PROJECTS TOTAL	5,000.00	.00	61,261.84	1,225.24	56,261.84-
	WATER TOTAL	1,050,987.00	36,962.02	276,996.60	26.36	773,990.40
	SEWER TOTAL	692,500.00	3,733.08	280,230.55	40.47	412,269.45
	GARBAGE TOTAL	265,000.00	41,761.91	117,564.40	44.36	147,435.60
	STORM WATER TOTAL	38,300.00	.00	.00	.00	38,300.00
	VILLAGE POST OFFICE TOTAL	16,000.00	.00	10,309.44	64.43	5,690.56
		=====	=====	=====	=====	=====
	ENTERPRISE FUNDS TOTAL	2,062,787.00	82,457.01	685,100.99	33.21	1,377,686.01
	TRANSFERS TOTAL	921,000.00	.00	.00	.00	921,000.00
		=====	=====	=====	=====	=====
	TRANSFER OUT TOTAL	921,000.00	.00	.00	.00	921,000.00
		=====	=====	=====	=====	=====
	EXPENSES BY FUNCTION	8,615,461.00	522,378.96	3,089,947.97	35.87	5,525,513.03
		=====	=====	=====	=====	=====

# REVENUE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	2,887,662.00	233,655.33	1,511,227.90	52.33	1,376,434.10
	COMMUNITY CENTER TOTAL	340,000.00	48,455.64	124,272.51	36.55	215,727.49
	PARKS HOTEL/MOTEL TOTAL	151,314.00	71,688.79	164,823.45	108.93	13,509.45-
	LIBRARY RESERVE TOTAL	11,000.00	.00	799.25	7.27	10,200.75
	E OMAHA DD #21 TOTAL	.00	.80	4.02	.00	4.02-
	AMBULANCE FEES TOTAL	60,000.00	7,551.40	22,500.16	37.50	37,499.84
	POLICE RESERVE UNIT TOTAL	.00	.00	300.00	.00	300.00-
	CASINO - PONCA TRIBE TOTAL	775,000.00	250,162.19	775,162.19	100.02	162.19-
	AMERICAN RESCUE PLAN TOTAL	.00	242,092.00	386,213.00	.00	386,213.00-
	BUILDING PERMIT DEPOSITS TOTA	400.00	.00	200.00	50.00	200.00
	ROAD USE TAX TOTAL	820,000.00	41,962.95	228,513.19	27.87	591,486.81
	EMPLOYEE BENEFITS TOTAL	277,870.00	13,068.39	169,504.80	61.00	108,365.20
	LOCAL OPTION TAX TOTAL	265,000.00	25,322.00	126,610.00	47.78	138,390.00
	UR #1T TOTAL	30,000.00	.00	.00	.00	30,000.00
	UR #1NT TOTAL	30,000.00	.00	.00	.00	30,000.00
	UR #3 TOTAL	10,000.00	.00	.00	.00	10,000.00
	UR #4 TOTAL	10,000.00	.00	.00	.00	10,000.00



# REVENUE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	UR #5 TOTAL	135,000.00	.00	.00	.00	135,000.00
	POLICE FORFEITURE TOTAL	.00	3.27	16.46	.00	16.46-
	DEBT SERVICE TOTAL	367,000.00	.00	.00	.00	367,000.00
	SEWER LINING PROJECT TOTAL	.00	.00	1,853,000.00	.00	1,853,000.00-
	WATER REVENUE TOTAL	748,700.00	147,112.70	501,972.97	67.05	246,727.03
	WATER RESERVE TOTAL	750.00	.00	.00	.00	750.00
	WATER DEPOSITS TOTAL	15,000.00	.00	3,800.64	25.34	11,199.36
	SEWER REVENUE TOTAL	709,000.00	.00	185,025.20	26.10	523,974.80
	SEWER RESERVE TOTAL	600.00	.00	.00	.00	600.00
	GARBAGE FEES TOTAL	285,000.00	.00	68,987.34	24.21	216,012.66
	VILLAGE POST OFFICE TOTAL	18,000.00	563.34	7,581.41	42.12	10,418.59
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		7,947,296.00	1,081,638.80	6,130,514.49	77.14	1,816,781.51
		=====	=====	=====	=====	=====

ACCOUNT TITLE		LAST MONTH ENDING BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE
001-000-1110	CHECKING - GENERAL	4,401,958.65-	14,725.02	14,725.02	14,725.02	4,387,233.63-
001-000-1120	PETTY CASH - GENERAL	250.00				250.00
001-000-1121	PETTY CASH - LIBRARY	250.00				250.00
001-000-1122	PETTY CASH - POLICE	200.00				200.00
001-000-1123	PETTY CASH - PARKS	500.00				500.00
001-000-1156	IPAIT INVESTMENT ACCOUNT	7,564,647.10	31,848.63	31,848.63	31,848.63	7,596,495.73
	GENERAL TOTAL	3,163,888.45	46,573.65	46,573.65	46,573.65	3,210,462.10
003-000-1110	CHECKING - COMMUNITY CENTER	174,457.40	18,378.58	18,378.58	18,378.58	192,835.98
003-000-1124	PETTY CASH - COMMUNITY CENTER	150.00				150.00
	COMMUNITY CENTER TOTAL	174,607.40	18,378.58	18,378.58	18,378.58	192,985.98
004-000-1110	CHECKING - PARKS HOTEL/MOTEL	9,605.46	60,714.11	60,714.11	60,714.11	70,319.57
	PARKS HOTEL/MOTEL TOTAL	9,605.46	60,714.11	60,714.11	60,714.11	70,319.57
005-000-1110	CHECKING - LIBRARY RESERVE	5,893.16				5,893.16
	LIBRARY RESERVE TOTAL	5,893.16	.00	.00	.00	5,893.16
007-000-1110	CHECKING - FIRE DONATIONS	1,100.20				1,100.20
	FIRE DONATIONS TOTAL	1,100.20	.00	.00	.00	1,100.20
008-000-1110	CHECKING - POOL DONATIONS	501.00				501.00
	POOL DONATIONS TOTAL	501.00	.00	.00	.00	501.00
009-000-1150	SAVINGS - E OMAHA DD #21	19,450.28	.80	.80	.80	19,451.08
	E OMAHA DD #21 TOTAL	19,450.28	.80	.80	.80	19,451.08
010-000-1110	CHECKING - AMBULANCE FEES	293,613.55	38,693.53-	38,693.53-	38,693.53-	254,920.02
	AMBULANCE FEES TOTAL	293,613.55	38,693.53-	38,693.53-	38,693.53-	254,920.02

# TREASURER'S REPORT

## CALENDAR 11/2023, FISCAL 5/2024

ACCOUNT TITLE		LAST MONTH ENDING BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE
011-000-1110	CHECKING - POLICE RESERVE UNIT	1,748.84				1,748.84
011-000-1120	PETTY CASH - TOBACCO	200.00				200.00
	POLICE RESERVE UNIT TOTAL	1,948.84	.00	.00	.00	1,948.84
012-000-1110	CHECKING - CASINO PONCA TRIBE	525,000.00	250,162.19	250,162.19	250,162.19	775,162.19
	CASINO - PONCA TRIBE TOTAL	525,000.00	250,162.19	250,162.19	250,162.19	775,162.19
013-000-1110	CHECKING - AMERICAN RESCUE \$	835,065.34	242,092.00	242,092.00	242,092.00	1,077,157.34
	AMERICAN RESCUE PLAN TOTAL	835,065.34	242,092.00	242,092.00	242,092.00	1,077,157.34
015-000-1110	CHECKING - FIRE DEPT FEES	90,884.47				90,884.47
	FIRE DEPT FEES TOTAL	90,884.47	.00	.00	.00	90,884.47
017-000-1110	CHECKING - BUILDING PERMIT DEP	1,800.00				1,800.00
	BUILDING PERMIT DEPOSITS TOTA	1,800.00	.00	.00	.00	1,800.00
018-000-1110	CHECKING - LAKE EXPENSES	800.00-				800.00-
	LAKE EXPENSES TOTAL	800.00-	.00	.00	.00	800.00-
110-000-1110	CHECKING - ROAD USE TAX	733,475.83	49,353.09-	49,353.09-	49,353.09-	684,122.74
	ROAD USE TAX TOTAL	733,475.83	49,353.09-	49,353.09-	49,353.09-	684,122.74
112-000-1110	CHECKING - EMPLOYEE BENEFITS	14,130.10	29,356.67-	29,356.67-	29,356.67-	15,226.57-
	EMPLOYEE BENEFITS TOTAL	14,130.10	29,356.67-	29,356.67-	29,356.67-	15,226.57-
121-000-1110	CHECKING - LOCAL OPTION-BOND \$	39,288.00	25,322.00	25,322.00	25,322.00	64,610.00

**TREASURER'S REPORT**  
**CALENDAR 11/2023, FISCAL 5/2024**

ACCOUNT TITLE	LAST MONTH ENDING BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE
LOCAL OPTION TAX TOTAL	39,288.00	25,322.00	25,322.00	25,322.00	64,610.00
	=====	=====	=====	=====	=====
129-000-1110 CHECKING - UR #5	1,096,835.53				1,096,835.53
	=====	=====	=====	=====	=====
UR #5 TOTAL	1,096,835.53	.00	.00	.00	1,096,835.53
	=====	=====	=====	=====	=====
145-000-1110 CHECKING - UR #2	63,006.76				63,006.76
	=====	=====	=====	=====	=====
URBAN RENEWAL #2 TOTAL	63,006.76	.00	.00	.00	63,006.76
	=====	=====	=====	=====	=====
177-000-1110 CHECKING - POLICE FORFEITURE	10.00-				10.00-
177-000-1150 SAVINGS - POLICE FORFEITURE	17,319.09	3.27	3.27	3.27	17,322.36
	=====	=====	=====	=====	=====
POLICE FORFEITURE TOTAL	17,309.09	3.27	3.27	3.27	17,312.36
	=====	=====	=====	=====	=====
200-000-1110 CHECKING - DEBT SERVICE	79,111.08-	31,832.50-	31,832.50-	31,832.50-	110,943.58-
	=====	=====	=====	=====	=====
DEBT SERVICE TOTAL	79,111.08-	31,832.50-	31,832.50-	31,832.50-	110,943.58-
	=====	=====	=====	=====	=====
304-000-1110 CHECKING - STORM WATER	20,249.05				20,249.05
	=====	=====	=====	=====	=====
STORM WATER TOTAL	20,249.05	.00	.00	.00	20,249.05
	=====	=====	=====	=====	=====
305-000-1110 CHECKING - LAKE PROJECT	40,000.00				40,000.00
	=====	=====	=====	=====	=====
LAKE PROJECTS TOTAL	40,000.00	.00	.00	.00	40,000.00
	=====	=====	=====	=====	=====
310-000-1110 CHECKING - SEWER LINING PROJ	112,519.61-				112,519.61-
310-000-1111 SEWER LINING PROJECT ACCOUNT	1,828,000.00				1,828,000.00
	=====	=====	=====	=====	=====
SEWER LINING PROJECT TOTAL	1,715,480.39	.00	.00	.00	1,715,480.39
	=====	=====	=====	=====	=====
315-000-1110 CHECKING - COMMUNITY CENTER	4,181.38-				4,181.38-
	=====	=====	=====	=====	=====
COMMUNITY CENTER PROJECT TOTAL	4,181.38-	.00	.00	.00	4,181.38-
	=====	=====	=====	=====	=====

# TREASURER'S REPORT

## CALENDAR 11/2023, FISCAL 5/2024

ACCOUNT TITLE		LAST MONTH ENDING BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE
320-000-1110	CHECKING - TRAIL PROJECT	47,752.76-				47,752.76-
	TRAIL PROJECT TOTAL	47,752.76-	.00	.00	.00	47,752.76-
600-000-1110	CHECKING - WATER REVENUE	1,666,481.81	110,150.68	110,150.68	110,150.68	1,776,632.49
	WATER REVENUE TOTAL	1,666,481.81	110,150.68	110,150.68	110,150.68	1,776,632.49
601-000-1110	CHECKING - WATER RESERVE	99,736.07				99,736.07
	WATER RESERVE TOTAL	99,736.07	.00	.00	.00	99,736.07
602-000-1110	CHECKING - WATER DEPOSITS	107,450.04				107,450.04
	WATER DEPOSITS TOTAL	107,450.04	.00	.00	.00	107,450.04
610-000-1110	CHECKING - SEWER REVENUE	238,317.33	3,733.08-	3,733.08-	3,733.08-	234,584.25
	SEWER REVENUE TOTAL	238,317.33	3,733.08-	3,733.08-	3,733.08-	234,584.25
611-000-1110	CHECKING - SEWER RESERVE	122,034.94				122,034.94
	SEWER RESERVE TOTAL	122,034.94	.00	.00	.00	122,034.94
670-000-1110	CHECKING - GARBAGE FEES	9,272.85	41,761.91-	41,761.91-	41,761.91-	32,489.06-
	GARBAGE FEES TOTAL	9,272.85	41,761.91-	41,761.91-	41,761.91-	32,489.06-
740-000-1110	CHECKING - STORM WATER FEES	34,980.47				34,980.47
	STORM WATER FEES TOTAL	34,980.47	.00	.00	.00	34,980.47
760-000-1110	CHECKING - VILLAGE POST OFFICE	1,848.40	563.34	563.34	563.34	2,411.74
760-000-1120	PETTY CASH - POST OFFICE	150.00				150.00

TREASURER'S REPORT  
CALENDAR 11/2023, FISCAL 5/2024

ACCOUNT TITLE	LAST MONTH ENDING BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE
VILLAGE POST OFFICE TOTAL	1,998.40	563.34	563.34	563.34	2,561.74
	=====	=====	=====	=====	=====
	11,011,559.59	559,229.84	559,229.84	559,229.84	11,570,789.43

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-110-4440	POLICE STATE GRANTS		3,290.66	10,000.00	6,709.34
001-110-4442	STATE GRANTS/IA WEST			6,000.00	6,000.00
001-110-4550	POLICE MISC CHGS	640.00	2,680.00	6,000.00	3,320.00
001-110-4706	POLICE DONATIONS	4,000.00	4,750.00		4,750.00-
001-110-4770	COURT FINES		5,711.28	25,000.00	19,288.72
001-110-4775	PARKING FINES		15.00	500.00	485.00
001-110-4776	TOWING/IMPOUNDS		665.00	500.00	165.00-
		=====	=====	=====	=====
	POLICE TOTAL	4,640.00	17,111.94	48,000.00	30,888.06
001-110-6010	SALARIES	62,095.92	304,707.90	797,000.00	492,292.10
001-110-6040	OVERTIME	212.14	6,931.88	38,450.00	31,518.12
001-110-6041	GRANT/OVERTIME		2,205.12	4,000.00	1,794.88
001-110-6181	CLOTHING ALLOWANCE	372.00	4,158.39	9,000.00	4,841.61
001-110-6184	UNIFORMS PARTTIME/RESERVE			500.00	500.00
001-110-6230	TRAINING	434.00	1,759.00	16,000.00	14,241.00
001-110-6250	TUITION INCENTIVES			5,200.00	5,200.00
001-110-6331	FUEL-POLICE	2,351.87	12,396.19	35,000.00	22,603.81
001-110-6332	VEHICLE/EQUIP REPAIR	266.78	16,342.18	30,000.00	13,657.82
001-110-6333	VEHICLE MAINTENANCE		1,014.65	1,600.00	585.35
001-110-6351	RADIO REPAIRS			500.00	500.00
001-110-6371	UTILITIES-POLICE	528.03	2,983.84	9,000.00	6,016.16
001-110-6373	TELEPHONE-POLICE	526.61	2,832.48	6,500.00	3,667.52
001-110-6408	ICAP INSURANCE-POLICE			14,000.00	14,000.00
001-110-6412	MEDICAL/WEELNESS			500.00	500.00
001-110-6414	PRINTING			200.00	200.00
001-110-6499	MISC CONTRACTS	36.04	225.93	800.00	574.07
001-110-6504	MINOR EQUIPMENT		2,099.47	5,000.00	2,900.53
001-110-6506	OFFICE SUPPLIES-POLICE		160.57	4,000.00	3,839.43
001-110-6507	OPERATING SUPPLIES	646.75	6,697.01	12,000.00	5,302.99
001-110-6508	POSTAGE			400.00	400.00
001-110-6520	VEHICLE EQUIPMENT		7,946.10	7,500.00	446.10-
001-110-6541	COMMUNITY OUTREACH	6,185.83	7,192.01	8,000.00	807.99
001-110-6603	FIRE ARMS TRAINING		1,041.98	9,000.00	7,958.02
001-110-6621	CITIZENS PATROL			500.00	500.00
001-110-6622	SOFTWARE LICENSE			6,000.00	6,000.00
001-110-6655	MISC EQUIPMENT		436.77	3,600.00	3,163.23
001-110-6710	VEHICLES	895.00	43,377.00	102,000.00	58,623.00
		=====	=====	=====	=====
	POLICE TOTAL	74,550.97	424,508.47	1,126,250.00	701,741.53
		=====	=====	=====	=====
	GENERAL TOTAL	69,910.97-	407,396.53-	1,078,250.00-	670,853.47-
		=====	=====	=====	=====
011-110-4710	REIMBURSEMENTS		300.00		300.00-
		=====	=====	=====	=====
	POLICE TOTAL	.00	300.00	.00	300.00-

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
011-110-6507	OPERATING SUPPLIES		159.88		159.88-
	POLICE TOTAL	=====	=====	=====	=====
		.00	159.88	.00	159.88-
	POLICE RESERVE UNIT TOTAL	=====	=====	=====	=====
		.00	140.12	.00	140.12-
		=====	=====	=====	=====
112-110-6110	FICA EXPENSE	4,690.73	23,623.22	69,398.00	45,774.78
112-110-6130	IPERS	5,807.56	29,190.75	84,457.00	55,266.25
112-110-6150	HEALTH INSURANCE	6,645.84	40,799.47	67,931.00	27,131.53
112-110-6151	DENTAL INSURANCE	290.70	1,453.50	3,500.00	2,046.50
112-110-6153	LIFE INSURANCE	210.70	1,161.00	1,400.00	239.00
112-110-6160	WORKER'S COMPENSATION	2,366.54	17,355.04	20,000.00	2,644.96
112-110-6170	UNEMPLOYMENT INS EXP		629.92	1,845.00	1,215.08
	POLICE TOTAL	=====	=====	=====	=====
		20,012.07	114,212.90	248,531.00	134,318.10
	EMPLOYEE BENEFITS TOTAL	=====	=====	=====	=====
		20,012.07	114,212.90	248,531.00	134,318.10
		=====	=====	=====	=====
177-110-4300	POL FORFEIT INTEREST	3.27	16.46		16.46-
	POLICE TOTAL	=====	=====	=====	=====
		3.27	16.46	.00	16.46-
	POLICE FORFEITURE TOTAL	=====	=====	=====	=====
		3.27	16.46	.00	16.46-
		=====	=====	=====	=====
001-130-6408	ICAP INSURANCE-DISASTER			15.00	15.00
	DISASTER TOTAL	=====	=====	=====	=====
		.00	.00	15.00	15.00
001-150-4440	FIRE STATE GRANTS		969.96	2,500.00	1,530.04
001-150-4700	DONATIONS	10,000.00	10,000.00	500.00	9,500.00-
	FIRE TOTAL	=====	=====	=====	=====
		10,000.00	10,969.96	3,000.00	7,969.96-
001-150-6010	WAGES	4,669.49	23,025.39	104,987.00	81,961.61
001-150-6040	COORDINATOR OVERTIME			400.00	400.00
001-150-6052	PAY PER CALL	1,824.00	10,320.00	30,000.00	19,680.00
001-150-6181	UNIFORMS		1,275.50	250.00	1,025.50-



# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-150-6210	DUES/MEMBERSHIPS		34.00	500.00	466.00
001-150-6230	TRAINING		220.24	4,500.00	4,279.76
001-150-6234	COORDINATOR TRAINING		465.24	2,000.00	1,534.76
001-150-6310	BUILDING/GROUNDS		4,174.09	5,000.00	825.91
001-150-6331	FUEL-FIRE	156.45	229.04	1,500.00	1,270.96
001-150-6332	VEHICLE/EQUIP REPAIR	293.01	5,844.81	4,000.00	1,844.81-
001-150-6371	UTILITIES-FIRE	288.65	1,796.58	7,500.00	5,703.42
001-150-6373	TELEPHONE-FIRE	76.34	381.70		381.70-
001-150-6408	ICAP INSURANCE-FIRE			13,800.00	13,800.00
001-150-6412	SCIENTIFIC/MEDICAL	291.00	2,196.00	5,000.00	2,804.00
001-150-6413	ANNUAL TESTING	800.00	7,906.17	12,500.00	4,593.83
001-150-6504	MINOR EQUIPMENT-FIRE	90.84	414.45	4,000.00	3,585.55
001-150-6507	BUILDING MAINT SUPPLIES	137.89	3,018.01	2,500.00	518.01-
001-150-6508	POSTAGE			200.00	200.00
001-150-6541	COMMUNITY OUTREACH		1,283.12	7,000.00	5,716.88
001-150-6600	COATS, BOOTS, ETC.			10,000.00	10,000.00
001-150-6612	HYDRANTS, AIRPACKS, ETC.			250.00	250.00
001-150-6658	REUNION	661.88	661.88	3,500.00	2,838.12
001-150-6661	GRANT/EQUIPMENT	27,485.00	61,985.00		61,985.00-
001-150-6710	VEHICLES			150,000.00	150,000.00
001-150-6725	COMPUTER-SOFTWARE-FIRE		1,120.20	1,500.00	379.80
		=====	=====	=====	=====
	FIRE TOTAL	36,774.55	126,351.42	370,887.00	244,535.58
		=====	=====	=====	=====
	GENERAL TOTAL	26,774.55-	115,381.46-	367,902.00-	252,520.54-
		=====	=====	=====	=====
015-150-6404	FIRE BILLING CONTRACT			600.00	600.00
		=====	=====	=====	=====
	FIRE TOTAL	.00	.00	600.00	600.00
		=====	=====	=====	=====
	FIRE DEPT FEES TOTAL	.00	.00	600.00-	600.00-
		=====	=====	=====	=====
112-150-6110	FICA EXPENSE	484.04	2,514.50	10,357.00	7,842.50
112-150-6130	IPERS	490.60	2,503.96	12,781.00	10,277.04
112-150-6150	HEALTH INSURANCE	700.00	3,538.76	9,240.00	5,701.24
112-150-6151	DENTAL INSURANCE	32.30	161.50	390.00	228.50
112-150-6153	LIFE INSURANCE	21.50	116.10	130.00	13.90
112-150-6160	WORKER'S COMPENSATION	4,046.02	29,671.52	16,000.00	13,671.52-
112-150-6170	UNEMPLOYMENT		69.30	40.00	29.30-
112-150-6408	AD&D FIRE DEPT INSURANCE			400.00	400.00
		=====	=====	=====	=====
	FIRE TOTAL	5,774.46	38,575.64	49,338.00	10,762.36
		=====	=====	=====	=====

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	EMPLOYEE BENEFITS TOTAL	5,774.46	38,575.64	49,338.00	10,762.36
		=====	=====	=====	=====
001-160-6230	TRAINING	65.00	395.00	6,000.00	5,605.00
001-160-6331	FUEL-EMS	186.71	2,142.78	2,000.00	142.78-
001-160-6332	VEHICLE/EQUIP REPAIR	4,376.31	4,376.31	2,250.00	2,126.31-
001-160-6373	TELEPHONE-EMS	41.63	207.75	450.00	242.25
001-160-6408	ICAP INSURANCE-AMBULANCE			8,640.00	8,640.00
001-160-6413	ANNUAL TESTING			1,200.00	1,200.00
001-160-6504	EQUIPMENT			5,000.00	5,000.00
001-160-6507	OPERATING SUPPLIES	301.98	5,024.14	8,000.00	2,975.86
		=====	=====	=====	=====
	AMBULANCE TOTAL	4,971.63	12,145.98	33,540.00	21,394.02
		=====	=====	=====	=====
	GENERAL TOTAL	4,971.63-	12,145.98-	33,540.00-	21,394.02-
		=====	=====	=====	=====
010-160-4480	AMBULANCE FEES	7,551.40	22,500.16	60,000.00	37,499.84
		=====	=====	=====	=====
	AMBULANCE TOTAL	7,551.40	22,500.16	60,000.00	37,499.84
		=====	=====	=====	=====
010-160-6413	AMBULANCE CONTRACT	624.87	2,900.66	7,000.00	4,099.34
010-160-6504	MINOR EQUIPMENT	45,620.06	45,620.06	38,000.00	7,620.06-
		=====	=====	=====	=====
	AMBULANCE TOTAL	46,244.93	48,520.72	45,000.00	3,520.72-
		=====	=====	=====	=====
	AMBULANCE FEES TOTAL	38,693.53-	26,020.56-	15,000.00	41,020.56
		=====	=====	=====	=====
001-170-4120	BUILDING PERMITS	1,307.54	30,472.03	65,000.00	34,527.97
001-170-4121	PERMIT APPLICATION FEES	48.81	1,599.57		1,599.57-
001-170-4122	PERMIT INSPECITON FEES		275.00		275.00-
001-170-4123	RENTAL INSPECTION FEES		100.00		100.00-
		=====	=====	=====	=====
	BUILDING INSPECTOR TOTAL	1,356.35	32,446.60	65,000.00	32,553.40
		=====	=====	=====	=====
001-170-6371	UTILITIES-BLDG INSPECTOR	43.91	257.46	700.00	442.54
001-170-6373	PHONE-BLDG INSP			350.00	350.00
001-170-6408	ICAP INSURANCE-BLDG INSP			650.00	650.00
001-170-6499	MISC CONTRACTS	9,369.56	80,917.96	85,000.00	4,082.04
		=====	=====	=====	=====
	BUILDING INSPECTOR TOTAL	9,413.47	81,175.42	86,700.00	5,524.58

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	GENERAL TOTAL	8,057.12-	48,728.82-	21,700.00-	27,028.82
017-170-4731	BUILDING PERMIT DEPOSITS		200.00	400.00	200.00
	BUILDING INSPECTOR TOTAL	.00	200.00	400.00	200.00
017-170-6630	DEPOSIT REFUNDS			400.00	400.00
	BUILDING INSPECTOR TOTAL	.00	.00	400.00	400.00
	BUILDING PERMIT DEPOSITS	.00	200.00	.00	200.00-
112-170-6160	WORKER'S COMPENSATION	38.17	279.92		279.92-
	BUILDING INSPECTOR TOTAL	38.17	279.92	.00	279.92-
	EMPLOYEE BENEFITS TOTAL	38.17	279.92	.00	279.92-
001-190-4180	PET LICENSES		955.00	3,000.00	2,045.00
001-190-4780	ANIMAL CONTROL CITATIONS		25.00	200.00	175.00
	ANIMAL CONTROL TOTAL	.00	980.00	3,200.00	2,220.00
001-190-6010	SALARIES	756.50	3,504.50	13,250.00	9,745.50
001-190-6181	CLOTHING ALLOWANCE			200.00	200.00
001-190-6230	TRAINING			500.00	500.00
001-190-6331	FUEL-ANIMAL CONTROL	55.91	355.56	1,200.00	844.44
001-190-6332	VEHICLE/EQUIP REPAIR	12.79	12.79	600.00	587.21
001-190-6408	ICAP INSURANCE-AN.CONTROL			600.00	600.00
001-190-6499	MISC CONTRACTS	133.00	840.00	3,500.00	2,660.00
001-190-6504	EQUIPMENT			500.00	500.00
001-190-6507	OPERATING SUPPLIES-AC	173.18	270.66	1,300.00	1,029.34
	ANIMAL CONTROL TOTAL	1,131.38	4,983.51	21,650.00	16,666.49
	GENERAL TOTAL	1,131.38-	4,003.51-	18,450.00-	14,446.49-

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
112-190-6110	FICA EXPENSE	57.87	268.07	895.00	626.93
112-190-6130	IPERS	71.41	330.82	1,104.00	773.18
112-190-6160	WORKER'S COMPENSATION	152.68	1,119.68	100.00	1,019.68-
112-190-6170	UNEMPLOYMENT INS EXP		11.99	10.00	1.99-
		=====	=====	=====	=====
	ANIMAL CONTROL TOTAL	281.96	1,730.56	2,109.00	378.44
		=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	281.96	1,730.56	2,109.00	378.44
		=====	=====	=====	=====
110-210-4430	ROAD USE TAX	41,962.95	228,513.19	500,000.00	271,486.81
110-210-4715	REFUNDS			320,000.00	320,000.00
		=====	=====	=====	=====
	ROAD USE TOTAL	41,962.95	228,513.19	820,000.00	591,486.81
110-210-6010	SALARIES	5,000.00	24,827.05	97,843.00	73,015.95
110-210-6040	OVERTIME			4,000.00	4,000.00
110-210-6110	FICA EXPENSE	353.12	1,780.65	7,791.00	6,010.35
110-210-6130	IPERS	472.00	2,339.03	964.00	1,375.03-
110-210-6150	HEALTH INSURANCE	700.00	3,502.32	14,215.00	10,712.68
110-210-6151	DENTAL INSURANCE	32.30	161.20	775.00	613.80
110-210-6153	LIFE INSURANCE	21.50	92.33	310.00	217.67
110-210-6160	WORKER'S COMPENSATION	229.02	1,679.52	4,500.00	2,820.48
110-210-6170	UNEMPLOYMENT		69.12	30.00	39.12-
110-210-6181	CLOTHING ALLOWANCE			500.00	500.00
110-210-6310	BUILDING/GROUNDS		550.97-	20,000.00	20,550.97
110-210-6321	TREES			20,000.00	20,000.00
110-210-6331	FUEL-MAINT-RUT	525.31	2,847.03	7,000.00	4,152.97
110-210-6332	VEHICLE/EQUIP REPAIR	1,237.40	9,401.33	15,000.00	5,598.67
110-210-6371	UTILITIES-MAINT-RUT	255.52	1,537.57	8,400.00	6,862.43
110-210-6373	TELEPHONE-MAINT	241.65	1,866.28	2,500.00	633.72
110-210-6408	ICAP INSURANCE-RUT MAINT			6,500.00	6,500.00
110-210-6412	SCIENTIFIC/MEDICAL			150.00	150.00
110-210-6499	MISC CONTRACTS			30,000.00	30,000.00
110-210-6504	MINOR EQUIPMENT		525.92	6,000.00	5,474.08
110-210-6507	OPERATING SUPPLIES	7,473.75	11,520.53	6,000.00	5,520.53-
110-210-6509	STREET SIGNS			2,000.00	2,000.00
110-210-6512	SNOW REMOVAL	951.00	4,173.41	20,000.00	15,826.59
110-210-6611	SIDEWALKS			25,000.00	25,000.00
110-210-6622	ST MAINT SUPPLY	65,944.91	239,505.08	100,000.00	139,505.08-
110-210-6661	TRAIL IMPROVEMENTS			400,000.00	400,000.00
110-210-6723	VEHICLES/EQUIPMENT		32,704.90	45,000.00	12,295.10
110-210-6725	COMPUTER-SOFTWARE-MAINT/R		896.18	4,000.00	3,103.82
		=====	=====	=====	=====
	ROAD USE TOTAL	83,437.48	338,878.48	848,478.00	509,599.52
		=====	=====	=====	=====

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	ROAD USE TAX TOTAL	41,474.53-	110,365.29-	28,478.00-	81,887.29
		=====	=====	=====	=====
110-230-6371	UTILITIES-STREET LIGHTS	7,878.56	39,222.94	110,000.00	70,777.06
		=====	=====	=====	=====
	STREET LIGHTS TOTAL	7,878.56	39,222.94	110,000.00	70,777.06
		=====	=====	=====	=====
	ROAD USE TAX TOTAL	7,878.56	39,222.94	110,000.00	70,777.06
		=====	=====	=====	=====
001-240-6371	UTILITIES-TRAFFIC LIGHTS	132.54	662.70	1,500.00	837.30
		=====	=====	=====	=====
	TRAFFIC TOTAL	132.54	662.70	1,500.00	837.30
		=====	=====	=====	=====
001-351-6499	MISC CONTRACTS-WEEDS/MOSQ		1,300.00	4,000.00	2,700.00
		=====	=====	=====	=====
	WEED CONTROL TOTAL	.00	1,300.00	4,000.00	2,700.00
		=====	=====	=====	=====
001-410-4085	HOTEL/MOTEL TAX	17,922.20	41,205.86	56,000.00	14,794.14
001-410-4466	ENRICH IOWA	123.42	123.42		123.42-
001-410-4470	LIBRARY SERVICES		751.80	1,300.00	548.20
001-410-4700	LIBRARY COUNTY CONTRIBUTI	1,299.00	1,299.00	2,500.00	1,201.00
		=====	=====	=====	=====
	LIBRARY TOTAL	19,344.62	43,380.08	59,800.00	16,419.92
		=====	=====	=====	=====
001-410-6010	SALARIES	12,687.99	59,826.37	162,968.00	103,141.63
001-410-6419	SOFTWARE/DATABASES		1,791.41	4,400.00	2,608.59
001-410-6495	PRINTER SUPPLIES	310.68	310.68	3,500.00	3,189.32
001-410-6496	BRIDGES-OVERDRIVE	812.02	2,935.43	6,000.00	3,064.57
001-410-6504	EQUIPMENT	782.92	1,489.41	2,500.00	1,010.59
001-410-6506	OFFICE SUPPLIES	345.46	4,625.53	9,000.00	4,374.47
001-410-6507	OPERATING EXPENSES	617.03	5,780.40		5,780.40-
001-410-6601	PERIODICALS		615.00		615.00-
001-410-6602	VIDEOS	400.09	1,390.37	5,000.00	3,609.63
001-410-6605	BOOKS (CITY)	2,231.03	15,916.71	30,000.00	14,083.29
001-410-6606	PROGRAMS	860.96	5,530.04	15,565.00	10,034.96
001-410-6612	COMMUNICATIONS-SECURITY S			3,000.00	3,000.00
001-410-6614	HOTEL/MOTEL TAX		12,665.00	81,500.00	68,835.00
		=====	=====	=====	=====
	LIBRARY TOTAL	19,048.18	112,876.35	323,433.00	210,556.65
		=====	=====	=====	=====
	GENERAL TOTAL	163.90	71,458.97-	269,133.00-	197,674.03-
		=====	=====	=====	=====

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
005-410-4700	DONATIONS		636.00	1,000.00	364.00
005-410-4752	BOOK SALES - LIBRARY		163.25		163.25-
		=====	=====	=====	=====
	LIBRARY TOTAL	.00	799.25	1,000.00	200.75
005-410-6910	LIBRARY CIP		14,237.28		14,237.28-
		=====	=====	=====	=====
	LIBRARY TOTAL	.00	14,237.28	.00	14,237.28-
		=====	=====	=====	=====
	LIBRARY RESERVE TOTAL	.00	13,438.03-	1,000.00	14,438.03
		=====	=====	=====	=====
112-410-6110	FICA EXPENSE	965.85	4,552.92	12,467.00	7,914.08
112-410-6130	IPERS	1,197.76	5,647.98	15,384.00	9,736.02
112-410-6150	HEALTH INSURANCE	880.08	8,258.69	5,375.00	2,883.69-
112-410-6151	DENTAL INSURANCE	96.90	484.50	1,163.00	678.50
112-410-6153	LIFE INSURANCE	52.89	278.64	464.00	185.36
112-410-6160	WORKER'S COMPENSATION	38.17	279.92	800.00	520.08
112-410-6170	UNEMPLOYMENT INS EXP		200.67	500.00	299.33
		=====	=====	=====	=====
	LIBRARY TOTAL	3,231.65	19,703.32	36,153.00	16,449.68
		=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	3,231.65	19,703.32	36,153.00	16,449.68
		=====	=====	=====	=====
001-430-4191	PARK/REC RENTAL FEES		900.00	800.00	100.00-
001-430-4550	FIELD RENTAL FEES			4,000.00	4,000.00
001-430-4551	SPORTS REGISTRATION/PARKS		19,423.00	53,000.00	33,577.00
001-430-4702	PARKS FUNDRAISERS			10,000.00	10,000.00
001-430-4703	COMM OUTREACH DONATION		5,000.00		5,000.00-
001-430-4755	CONCESSIONS			5,000.00	5,000.00
		=====	=====	=====	=====
	PARKS/RECREATION TOTAL	.00	25,323.00	72,800.00	47,477.00
001-430-6408	ICAP INSURANCE-PARKS			17,500.00	17,500.00
001-430-6413	PAYMENTS TO UMPIRES		380.00	4,000.00	3,620.00
001-430-6418	SALES TAX	9.80	1,020.87	2,000.00	979.13
001-430-6507	OPERATING SUPPLIES	38.46	1,419.46	1,500.00	80.54
001-430-6541	COMMUNITY OUTREACH	2,605.59	13,064.51	30,000.00	16,935.49
001-430-6607	CONCESSIONS-PARKS			7,400.00	7,400.00
001-430-6610	REGISTRATION FEES	1,135.00	25,962.87	53,000.00	27,037.13
001-430-6645	PROJECTS		100,604.00	130,000.00	29,396.00
		=====	=====	=====	=====

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	PARKS/RECREATION TOTAL	3,788.85	142,451.71	245,400.00	102,948.29
		=====	=====	=====	=====
	GENERAL TOTAL	3,788.85-	117,128.71-	172,600.00-	55,471.29-
		=====	=====	=====	=====
004-430-4085	HOTEL/MOTEL TAX-PARKS	71,688.79	164,823.45	151,314.00	13,509.45-
		=====	=====	=====	=====
	PARKS/RECREATION TOTAL	71,688.79	164,823.45	151,314.00	13,509.45-
004-430-6010	WAGES-HM	6,965.94	35,460.90	93,205.00	57,744.10
004-430-6020	PART-TIME WAGES-HM	1,860.00	13,682.00	66,960.00	53,278.00
004-430-6040	OVERTIME-HM		2,041.16	4,000.00	1,958.84
004-430-6181	CLOTHING ALLOWANCE-HM	421.90	421.90	1,000.00	578.10
004-430-6310	BUILDINGS-HM		671.20	5,000.00	4,328.80
004-430-6311	GROUNDS/FERTILIZE-HM		4,863.60	11,000.00	6,136.40
004-430-6312	BUILDING REPAIRS-HM		241.55	2,500.00	2,258.45
004-430-6321	TREES/FENCE-HM			10,000.00	10,000.00
004-430-6331	FUEL-PARKS-HM	389.63	3,065.81	6,800.00	3,734.19
004-430-6332	VEHICLE/EQUIP REPAIRS-PAR		782.33	5,000.00	4,217.67
004-430-6371	UTILITIES-PARKS-HM	974.68	5,413.71	12,500.00	7,086.29
004-430-6373	TELEPHONE-PARKS-HM	122.53	608.27	1,700.00	1,091.73
004-430-6412	SCIENTIFIC/MEDICAL-HM			850.00	850.00
004-430-6499	MISC CONTRACTS-PARKS-HM			500.00	500.00
004-430-6504	MINOR EQUIPMENT-HM	240.00	3,287.75	5,000.00	1,712.25
004-430-6507	OPERATING SUPPLIES-HM		994.81	4,000.00	3,005.19
004-430-6508	POSTAGE-HM			50.00	50.00
004-430-6609	BULB REPLACEMENT-PARKS		1,969.32		1,969.32-
004-430-6645	PARK PROJECTS-HOTEL MOTEL		88,294.20		88,294.20-
004-430-6710	VEHICLES/EQUIPMENT-PARKS-		444.60		444.60-
		=====	=====	=====	=====
	PARKS/RECREATION TOTAL	10,974.68	162,243.11	230,065.00	67,821.89
		=====	=====	=====	=====
	PARKS HOTEL/MOTEL TOTAL	60,714.11	2,580.34	78,751.00-	81,331.34-
		=====	=====	=====	=====
112-430-6110	FICA EXPENSE	707.46	3,952.53	12,559.00	8,606.47
112-430-6130	IPERS	833.18	4,481.96	9,176.00	4,694.04
112-430-6150	HEALTH INSURANCE	1,336.13	6,612.80	13,836.00	7,223.20
112-430-6151	DENTAL INSURANCE	64.60	323.00	775.00	452.00
112-430-6153	LIFE INSURANCE	38.50	218.30	310.00	91.70
112-430-6160	WORKER'S COMPENSATION	534.38	3,918.88	6,500.00	2,581.12
112-430-6170	UNEMPLOYMENT INS EXP		203.60	400.00	196.40
		=====	=====	=====	=====
	PARKS/RECREATION TOTAL	3,514.25	19,711.07	43,556.00	23,844.93

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	EMPLOYEE BENEFITS TOTAL	3,514.25	19,711.07	43,556.00	23,844.93
018-441-6020	PART-TIME WAGES			2,000.00	2,000.00
018-441-6331	VEHICLE OPERATIONS-HARVES			2,000.00	2,000.00
018-441-6507	OPERATING SUPPLIES		800.00		800.00-
	LAKE PROJECTS TOTAL	.00	800.00	4,000.00	3,200.00
	LAKE EXPENSES TOTAL	.00	800.00	4,000.00	3,200.00
305-441-6662	CITY OF OMAHA/PUMP MAINT			5,000.00	5,000.00
	LAKE PROJECTS TOTAL	.00	.00	5,000.00	5,000.00
	LAKE PROJECTS TOTAL	.00	.00	5,000.00-	5,000.00-
320-442-6407	ENGINEER FEES - TRAIL PRO		10,500.00		10,500.00-
	TRAIL PROJECT TOTAL	.00	10,500.00	.00	10,500.00-
	TRAIL PROJECT TOTAL	.00	10,500.00-	.00	10,500.00
003-460-4085	HOTEL/MOTEL TAX-COMM.CTR	44,805.49	103,014.65	140,000.00	36,985.35
003-460-4506	MEMBERSHIPS	3,167.15	19,816.68		19,816.68-
003-460-4507	DROP IN FEES	98.00	98.00		98.00-
003-460-4508	RENTAL FEES	185.00	1,051.00		1,051.00-
003-460-4512	TOURNAMENT/TEAM FEES		80.00		80.00-
003-460-4551	REGISTRATION FEES	100.00	100.00		100.00-
003-460-4700	DONATIONS	50.00	50.00		50.00-
003-460-4705	SCHOLARSHIP DONATIONS	50.00	50.00		50.00-
003-460-4710	REIMBURSEMENTS		.18		.18-
003-460-4755	CONCESSIONS - COMMUNITY C		12.00		12.00-
	COMMUNITY CENTER TOTAL	48,455.64	124,272.51	140,000.00	15,727.49



PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
003-460-6010	SALARIES	11,739.11	54,044.67	150,000.00	95,955.33
003-460-6020	PART-TIME WAGES	5,195.92	31,125.93	55,000.00	23,874.07
003-460-6040	OVERTIME	88.24	288.82		288.82-
003-460-6110	FICA			11,475.00	11,475.00
003-460-6130	IPERS			14,160.00	14,160.00
003-460-6150	HEALTH INSURANCE			18,480.00	18,480.00
003-460-6151	DENTAL INSURANCE			1,163.00	1,163.00
003-460-6153	LIFE INSURANCE			464.00	464.00
003-460-6170	UNEMPLOYMENT INS EXP			4,000.00	4,000.00
003-460-6181	CLOTHING ALLOWANCE			1,200.00	1,200.00
003-460-6230	TRAINING		3,195.00	1,000.00	2,195.00-
003-460-6331	FUEL	78.71	334.67	3,000.00	2,665.33
003-460-6332	VEHICLE/EQUIP REPAIR	164.94	234.40	2,500.00	2,265.60
003-460-6402	MARKETING EXPENSE	187.68	482.68	8,000.00	7,517.32
003-460-6408	ICAP INSURANCE			8,000.00	8,000.00
003-460-6412	MEDICAL/WELLNESS			500.00	500.00
003-460-6418	SALES TAX	250.58	1,534.79	6,000.00	4,465.21
003-460-6490	MISC CONTRACTS	804.57	3,220.34	6,000.00	2,779.66
003-460-6492	SPORTS OFFICIATING FEES			6,000.00	6,000.00
003-460-6493	SPORTS PROGRAMS		34.60		34.60-
003-460-6504	MINOR EQUIPMENT		918.25	7,800.00	6,881.75
003-460-6506	OFFICE SUPPLIES	488.79	1,443.16	3,000.00	1,556.84
003-460-6507	OPERATING SUPPLIES	4,736.36	17,008.58	10,000.00	7,008.58-
003-460-6508	POSTAGE			1,000.00	1,000.00
003-460-6541	COMMUNITY OUTREACH	79.20	229.20	8,000.00	7,770.80
003-460-6670	COMMUNITY CENTER		184.00		184.00-
003-460-6674	PROGRAM SUPPLIES	1,339.18	3,214.59	20,000.00	16,785.41
003-460-6675	PROGRAM FOOD SUPPLIES	940.65	2,389.78	5,000.00	2,610.22
003-460-6676	FOOD SERVICE LICENSE			1,000.00	1,000.00
003-460-6725	COMPUTER		6,497.18		6,497.18-
		=====	=====	=====	=====
	COMMUNITY CENTER TOTAL	26,093.93	126,380.64	352,742.00	226,361.36
		=====	=====	=====	=====
	COMMUNITY CENTER TOTAL	22,361.71	2,108.13-	212,742.00-	210,633.87-
		=====	=====	=====	=====
112-460-6110	FICA	1,239.85	6,267.08		6,267.08-
112-460-6130	IPERS	1,610.05	8,066.10		8,066.10-
112-460-6150	HEALTH INSURANCE	2,165.80	13,173.41		13,173.41-
112-460-6151	DENTAL INSURANCE	106.53	464.08		464.08-
112-460-6153	LIFE INSURANCE	64.17	287.52		287.52-
112-460-6170	UNEMPLOYMENT INS EXP		246.09		246.09-
		=====	=====	=====	=====
	COMMUNITY CENTER TOTAL	5,186.40	28,504.28	.00	28,504.28-
		=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	5,186.40	28,504.28	.00	28,504.28-
		=====	=====	=====	=====

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
003-462-6310	BUILDING/GROUNDS	1,256.75	16,156.20	8,000.00	8,156.20-
003-462-6371	UTILITIES-COMM CENT/LIBRA	1,846.93	11,211.83	40,000.00	28,788.17
003-462-6373	TELEPHONE/INTERNET	810.47	4,044.57	11,000.00	6,955.43
003-462-6409	JANITORIAL CONTRACTS		4,055.00	12,000.00	7,945.00
003-462-6507	JANITORIAL SUPPLIES	68.98	653.34	5,000.00	4,346.66
003-462-6725	NETWORK ADMINISTRATION			18,000.00	18,000.00
		=====	=====	=====	=====
	COMM CENTER/LIBRARY TOTAL	3,983.13	36,120.94	94,000.00	57,879.06
		=====	=====	=====	=====
	COMMUNITY CENTER TOTAL	3,983.13	36,120.94	94,000.00	57,879.06
		=====	=====	=====	=====
001-499-4441	SW 8 GRANT	2,251.54	6,754.62	13,509.00	6,754.38
		=====	=====	=====	=====
	SENIOR CENTER TOTAL	2,251.54	6,754.62	13,509.00	6,754.38
001-499-6010	SALARIES	1,727.50	1,727.50		1,727.50-
001-499-6331	FUEL-SENIOR CENTER		257.56		257.56-
001-499-6371	UTILITIES-SENIOR CENTER	208.15	1,420.16		1,420.16-
001-499-6381	INTERNET-SENIOR CENTER	37.80-	286.20		286.20-
001-499-6606	PROGRAMS	6,277.00	6,375.58		6,375.58-
		=====	=====	=====	=====
	SENIOR CENTER TOTAL	8,174.85	10,067.00	.00	10,067.00-
		=====	=====	=====	=====
	GENERAL TOTAL	5,923.31-	3,312.38-	13,509.00	16,821.38
		=====	=====	=====	=====
112-499-6110	FICA EXPENSE	132.16	132.16		132.16-
112-499-6130	IPERS	163.08	163.08		163.08-
112-499-6160	WORKER'S COMPENSATION	38.16	279.86		279.86-
112-499-6170	UNEMPLOYMENT INS EXP		31.89		31.89-
		=====	=====	=====	=====
	SENIOR CENTER TOTAL	333.40	606.99	.00	606.99-
		=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	333.40	606.99	.00	606.99-
		=====	=====	=====	=====
129-710-6798	TIF REBATES & PAYMENTS			443,000.00	443,000.00
		=====	=====	=====	=====
	URBAN RENEWAL TOTAL	.00	.00	443,000.00	443,000.00
		=====	=====	=====	=====

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
UR #5 TOTAL		.00	.00	443,000.00	443,000.00
		=====	=====	=====	=====
001-610-6010	SALARIES	1,000.00	5,000.00	18,000.00	13,000.00
001-610-6230	TRAINING			600.00	600.00
001-610-6408	ICAP INSURANCE-COUNCIL			2,800.00	2,800.00
001-610-6414	PUBLICATIONS		2,986.19	5,000.00	2,013.81
001-610-6507	OPERATING SUPPLIES			200.00	200.00
001-610-6621	VOLUNTEER APPRECIATION			2,500.00	2,500.00
		=====	=====	=====	=====
LEGISLATIVE TOTAL		1,000.00	7,986.19	29,100.00	21,113.81
		=====	=====	=====	=====
GENERAL TOTAL		1,000.00	7,986.19	29,100.00	21,113.81
		=====	=====	=====	=====
112-610-6110	FICA EXPENSE	64.10	320.50	1,377.00	1,056.50
112-610-6130	IPERS	18.88	94.40	1,699.00	1,604.60
112-610-6160	WORKER'S COMPENSATION	19.09	139.99	37.00	102.99-
		=====	=====	=====	=====
LEGISLATIVE TOTAL		102.07	554.89	3,113.00	2,558.11
		=====	=====	=====	=====
EMPLOYEE BENEFITS TOTAL		102.07	554.89	3,113.00	2,558.11
		=====	=====	=====	=====
001-611-6010	SALARIES	1,000.00	5,000.00	18,000.00	13,000.00
001-611-6230	TRAINING			500.00	500.00
001-611-6371	UTILITIES-MAYOR/COUNCIL	43.91	257.46	500.00	242.54
001-611-6373	TELEPHONE	50.00	250.00	600.00	350.00
001-611-6402	MARKETING			5,000.00	5,000.00
001-611-6408	ICAP INSURANCE-MAYOR			1,000.00	1,000.00
001-611-6412	BOARD OF ADJUSTMENTS			100.00	100.00
001-611-6419	PLANNING BOARD			50.00	50.00
001-611-6506	FLOWERS, PLAQUES	98.46	675.38	500.00	175.38-
001-611-6507	OPERATING SUPPLIES			2,000.00	2,000.00
001-611-6541	GRANTS-COMMUNITY OUTREACH		138.75	5,000.00	4,861.25
		=====	=====	=====	=====
EXECUTIVE TOTAL		1,192.37	6,321.59	33,250.00	26,928.41
		=====	=====	=====	=====
GENERAL TOTAL		1,192.37	6,321.59	33,250.00	26,928.41
		=====	=====	=====	=====

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
112-611-6110	FICA EXPENSE	76.50	382.50	1,377.00	994.50
112-611-6130	IPERS			1,699.00	1,699.00
112-611-6160	WORKER'S COMPENSATION			24.00	24.00
		=====	=====	=====	=====
	EXECUTIVE TOTAL	76.50	382.50	3,100.00	2,717.50
		=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	76.50	382.50	3,100.00	2,717.50
		=====	=====	=====	=====
001-620-6010	SALARIES	11,957.43	59,568.22	155,236.00	95,667.78
001-620-6040	OVERTIME		325.30	500.00	174.70
001-620-6210	DUES/MEMBERSHIPS		2,567.00	2,600.00	33.00
001-620-6230	TRAINING	50.00	50.00		50.00-
001-620-6240	EDUCATION/TRAVEL	106.11	106.11	500.00	393.89
001-620-6310	BUILDING/GROUNDS	333.01	29,068.18	15,000.00	14,068.18-
001-620-6371	UTILITIES-ADMINISTRATIVE	201.89	1,140.86	3,500.00	2,359.14
001-620-6401	AUDIT EXPENSE			12,000.00	12,000.00
001-620-6408	ICAP INSURANCE-ADMIN			6,000.00	6,000.00
001-620-6491	NEWSLETTER PRINTING		3,558.52	12,000.00	8,441.48
001-620-6499	MISC CONTRACTS	254.86	1,461.19	5,000.00	3,538.81
001-620-6504	EQUIPMENT		556.00	3,000.00	2,444.00
001-620-6506	OFFICE SUPPLIES-ADMIN	192.51	1,931.67	3,500.00	1,568.33
001-620-6507	OPERATING SUPPLIES		1,777.94	3,500.00	1,722.06
001-620-6508	POSTAGE	402.50	1,593.16	2,800.00	1,206.84
001-620-6725	COMPUTER-SOFTWARE-ADMIN		6,460.00	5,500.00	960.00-
		=====	=====	=====	=====
	ADMINISTRATIVE TOTAL	13,498.31	110,164.15	230,636.00	120,471.85
		=====	=====	=====	=====
	GENERAL TOTAL	13,498.31	110,164.15	230,636.00	120,471.85
		=====	=====	=====	=====
112-620-6110	FICA EXPENSE	886.94	4,478.82	11,904.00	7,425.18
112-620-6130	IPERS	1,128.79	5,654.02	14,689.00	9,034.98
112-620-6150	HEALTH INSURANCE	1,704.47	7,610.17	27,662.00	20,051.83
112-620-6151	DENTAL INSURANCE	71.13	355.89	1,200.00	844.11
112-620-6153	LIFE INSURANCE	44.63	254.52	500.00	245.48
112-620-6160	WORKER'S COMPENSATION	38.17	279.92	975.00	695.08
112-620-6170	UNEMPLOYMENT INS EXP		156.17	358.00	201.83
		=====	=====	=====	=====
	ADMINISTRATIVE TOTAL	3,874.13	18,789.51	57,288.00	38,498.49
		=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	3,874.13	18,789.51	57,288.00	38,498.49
		=====	=====	=====	=====

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-630-6401	ELECTIONS	7,628.27	7,628.27	12,000.00	4,371.73
	ELECTIONS TOTAL	7,628.27	7,628.27	12,000.00	4,371.73
001-640-6401	LEGAL SERVICES		21,414.50	50,000.00	28,585.50
	LEGAL SERVICES TOTAL	.00	21,414.50	50,000.00	28,585.50
001-650-6310	BUILDING/GROUNDS	1,471.21	50,242.33	10,000.00	40,242.33-
001-650-6371	UTILITIES-CITY HALL	729.94	4,124.73	11,500.00	7,375.27
001-650-6373	PHONE/INTERNET-CITY HALL	554.96	2,738.24	8,200.00	5,461.76
001-650-6408	ICAP INSURANCE-CITY HALL			5,500.00	5,500.00
001-650-6409	JANITORIAL CONTRACTS	1,809.80	5,254.13	7,200.00	1,945.87
001-650-6490	GRANT WRITER CONTRACT	500.00	2,500.00	6,000.00	3,500.00
001-650-6499	MISC CONTRACTS	240.00	3,337.60	5,000.00	1,662.40
001-650-6507	JANITORIAL SUPPLIES	4.28	1,097.43	1,500.00	402.57
001-650-6725	COMPUTER NETWORK-ADMIN		15,585.47	33,500.00	17,914.53
	CITY HALL TOTAL	5,310.19	84,879.93	88,400.00	3,520.07
	GENERAL TOTAL	12,938.46-	113,922.70-	150,400.00-	36,477.30-
001-699-6210	SWIPCO DUES		2,464.00	2,460.00	4.00-
001-699-6397	INSURANCE CLAIMS EXPENSES			4,000.00	4,000.00
001-699-6412	RANDOM DRUG SCREENS			480.00	480.00
001-699-6507	OPERATING SUPPLIES	270.96	141,691.80	2,000.00	139,691.80-
001-699-6510	SAFETY TRAINING/SUPPLIES	165.16	424.08	2,000.00	1,575.92
001-699-6541	COMMUNITY OUTREACH		2,640.00	30,000.00	27,360.00
	MISC TOTAL	436.12	147,219.88	40,940.00	106,279.88-
	GENERAL TOTAL	436.12	147,219.88	40,940.00	106,279.88-
121-710-4090	LOST\$ FOR CITY HALL DEBT	25,322.00	126,610.00	265,000.00	138,390.00
	DEBT SERVICE TOTAL	25,322.00	126,610.00	265,000.00	138,390.00
	LOCAL OPTION TAX TOTAL	25,322.00	126,610.00	265,000.00	138,390.00

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
125-710-4051	URBAN RENEW TIF #1 44%			30,000.00	30,000.00
		=====	=====	=====	=====
	DEBT SERVICE TOTAL	.00	.00	30,000.00	30,000.00
		=====	=====	=====	=====
	UR #1T TOTAL	.00	.00	30,000.00	30,000.00
		=====	=====	=====	=====
126-710-4052	URBAN RENEW #1NT 56%			30,000.00	30,000.00
		=====	=====	=====	=====
	DEBT SERVICE TOTAL	.00	.00	30,000.00	30,000.00
		=====	=====	=====	=====
	UR #1NT TOTAL	.00	.00	30,000.00	30,000.00
		=====	=====	=====	=====
127-710-4053	URBAN RENEW #3			10,000.00	10,000.00
		=====	=====	=====	=====
	DEBT SERVICE TOTAL	.00	.00	10,000.00	10,000.00
		=====	=====	=====	=====
	UR #3 TOTAL	.00	.00	10,000.00	10,000.00
		=====	=====	=====	=====
128-710-4054	URBAN RENEWAL #4			10,000.00	10,000.00
		=====	=====	=====	=====
	DEBT SERVICE TOTAL	.00	.00	10,000.00	10,000.00
		=====	=====	=====	=====
	UR #4 TOTAL	.00	.00	10,000.00	10,000.00
		=====	=====	=====	=====
129-710-4055	URBAN RENEWAL #5			55,000.00	55,000.00
		=====	=====	=====	=====
	DEBT SERVICE TOTAL	.00	.00	55,000.00	55,000.00
		=====	=====	=====	=====
	UR #5 TOTAL	.00	.00	55,000.00	55,000.00
		=====	=====	=====	=====
200-710-6821	USDA SEWER PRINCIPAL			60,000.00	60,000.00

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
200-710-6822	2021A CITY HALL REFI PRIN			245,000.00	245,000.00
200-710-6867	2015B-REFI CITY HALL INT	2,400.00	2,400.00		2,400.00-
200-710-6871	USDA SEWER INTEREST			2,000.00	2,000.00
200-710-6872	2021A CITY HALL REFI INTE	9,432.50	9,432.50	9,500.00	67.50
200-710-6873	2021B COMM CENTER INTERES	20,000.00	20,000.00	40,000.00	20,000.00
200-710-6899	DEBT SERVICE FEES			1,000.00	1,000.00
		=====	=====	=====	=====
	DEBT SERVICE TOTAL	31,832.50	31,832.50	357,500.00	325,667.50
		=====	=====	=====	=====
	DEBT SERVICE TOTAL	31,832.50-	31,832.50-	357,500.00-	325,667.50-
		=====	=====	=====	=====
310-750-4820	USDA LOAN / SEWER LINING		1,853,000.00		1,853,000.00-
		=====	=====	=====	=====
	CAPITAL PROJECT TOTAL	.00	1,853,000.00	.00	1,853,000.00-
310-750-6769	SEWER LINING PROJECT		46,579.50		46,579.50-
		=====	=====	=====	=====
	CAPITAL PROJECT TOTAL	.00	46,579.50	.00	46,579.50-
		=====	=====	=====	=====
	SEWER LINING PROJECT TOTA	.00	1,806,420.50	.00	1,806,420.50-
		=====	=====	=====	=====
315-750-6721	FURNITURE/FIXTURES		6,008.97		6,008.97-
315-750-6725	OFFICE EQUIP/COMPUTERS		6.32		6.32-
315-750-6762	CONSTRUCTION CONTRACT		1,832.95-		1,832.95
		=====	=====	=====	=====
	CAPITAL PROJECT TOTAL	.00	4,182.34	.00	4,182.34-
		=====	=====	=====	=====
	COMMUNITY CENTER PROJECT	.00	4,182.34	.00	4,182.34-
		=====	=====	=====	=====
600-810-4500	METERED SALES	147,112.70	483,505.26	675,000.00	191,494.74
600-810-4530	PENALTIES		2,463.80	12,000.00	9,536.20
600-810-4550	ADMIN FEE		16,003.91	58,000.00	41,996.09
600-810-4710	REIMBURSEMENTS			100.00	100.00
600-810-4752	WATER METERS			3,600.00	3,600.00
		=====	=====	=====	=====
	WATER TOTAL	147,112.70	501,972.97	748,700.00	246,727.03

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
600-810-6010	SALARIES	9,132.15	45,617.78	118,851.00	73,233.22
600-810-6040	OVERTIME	73.32	1,208.97	4,000.00	2,791.03
600-810-6110	FICA EXPENSE	705.60	3,596.82	9,398.00	5,801.18
600-810-6130	IPERS	869.00	4,425.04	11,597.00	7,171.96
600-810-6150	HEALTH INSURANCE	1,530.82	7,102.12	17,181.00	10,078.88
600-810-6151	DENTAL INSURANCE	76.64	262.50	775.00	512.50
600-810-6153	LIFE INSURANCE	46.00	255.73	310.00	54.27
600-810-6160	WORKER'S COMPENSATION	57.26	419.91	800.00	380.09
600-810-6170	UNEMPLOYMENT INS EXP		144.92	75.00	69.92-
600-810-6181	CLOTHING ALLOWANCE	119.81	522.92	500.00	22.92-
600-810-6332	VEHICLE/EQUIP REPAIR			700.00	700.00
600-810-6352	INFRASTRUCTURE REPAIR		6,371.31	100,000.00	93,628.69
600-810-6407	ENGINEER FEES-WATER			25,000.00	25,000.00
600-810-6408	ICAP INSURANCE-WATER			5,300.00	5,300.00
600-810-6413	PAYMENTS TO MUD	18,781.58	122,466.28	300,000.00	177,533.72
600-810-6418	SALES TAX	2,715.49	20,277.92	45,000.00	24,722.08
600-810-6490	MISC CONTRACTS	811.80	4,059.00		4,059.00-
600-810-6499	PEOPLESERVICE CONTRACT		32,170.00	73,000.00	40,830.00
600-810-6504	MINOR EQUIPMENT			2,800.00	2,800.00
600-810-6507	OPERATING SUPPLIES	275.00	7,772.96	23,000.00	15,227.04
600-810-6508	POSTAGE		98.63	500.00	401.37
600-810-6612	HYDRANTS			10,000.00	10,000.00
600-810-6630	REFUNDS - WATER	1,767.55	3,132.65	6,000.00	2,867.35
600-810-6653	WATER METERS		17,091.14	278,000.00	260,908.86
600-810-6725	COMPUTER-SOFTWARE-WATER			5,200.00	5,200.00
	=====	=====	=====	=====	=====
	WATER TOTAL	36,962.02	276,996.60	1,037,987.00	760,990.40
	=====	=====	=====	=====	=====
	WATER REVENUE TOTAL	110,150.68	224,976.37	289,287.00-	514,263.37-
	=====	=====	=====	=====	=====
601-810-4540	HOOK-UP FEES			750.00	750.00
	=====	=====	=====	=====	=====
	WATER TOTAL	.00	.00	750.00	750.00
	=====	=====	=====	=====	=====
	WATER RESERVE TOTAL	.00	.00	750.00	750.00
	=====	=====	=====	=====	=====
602-810-4730	WATER DEPOSITS		3,800.64	15,000.00	11,199.36
	=====	=====	=====	=====	=====
	WATER TOTAL	.00	3,800.64	15,000.00	11,199.36
602-810-6630	REFUNDS			13,000.00	13,000.00
	=====	=====	=====	=====	=====



# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	WATER TOTAL	.00	.00	13,000.00	13,000.00
		=====	=====	=====	=====
	WATER DEPOSITS TOTAL	.00	3,800.64	2,000.00	1,800.64-
		=====	=====	=====	=====
009-815-4300	E OMAHA INTEREST	.80	4.02		4.02-
		=====	=====	=====	=====
	SEWER TOTAL	.80	4.02	.00	4.02-
		=====	=====	=====	=====
	E OMAHA DD #21 TOTAL	.80	4.02	.00	4.02-
		=====	=====	=====	=====
610-815-4500	RENTAL INCOME		183,133.06	700,000.00	516,866.94
610-815-4530	PENALTIES		1,792.14	9,000.00	7,207.86
610-815-4710	SEWER REPAIR REIMBURSEMEN		100.00		100.00-
		=====	=====	=====	=====
	SEWER TOTAL	.00	185,025.20	709,000.00	523,974.80
610-815-6160	WORKER'S COMPENSATION	76.34	559.84	700.00	140.16
610-815-6170	UNEMPLOYMENT INS EXP			100.00	100.00
610-815-6331	FUEL-SEWER	742.66	4,013.71	5,500.00	1,486.29
610-815-6332	VEHICLE/EQUIP REPAIR			500.00	500.00
610-815-6350	REPAIRS & EQUIPMENT			5,000.00	5,000.00
610-815-6352	INFRASTRUCTURE REPAIR		9,316.23	50,000.00	40,683.77
610-815-6371	UTILITIES-WASTEWATER	2,108.15	10,746.03	30,000.00	19,253.97
610-815-6373	TELEPHONE-SEWER	343.89	1,010.90	2,000.00	989.10
610-815-6407	ENGINEER FEES-SEWER			10,000.00	10,000.00
610-815-6408	ICAP INSURANCE-SEWER			8,000.00	8,000.00
610-815-6413	PAYMENTS TO OMAHA		217,518.54	500,000.00	282,481.46
610-815-6418	SALES TAX	462.04	3,522.67	7,500.00	3,977.33
610-815-6493	CITY OF OMAHA/PUMP MAINT		3,504.87	15,000.00	11,495.13
610-815-6499	MISC CONTRACTS		4,776.00	50,000.00	45,224.00
610-815-6504	MINOR EQUIPMENT		2,500.00	2,000.00	500.00-
610-815-6507	OPERATING SUPPLIES		22,761.76	2,000.00	20,761.76-
610-815-6508	POSTAGE			200.00	200.00
610-815-6725	COMPUTER-SOFTWARE-SEWER			4,000.00	4,000.00
		=====	=====	=====	=====
	SEWER TOTAL	3,733.08	280,230.55	692,500.00	412,269.45
		=====	=====	=====	=====
	SEWER REVENUE TOTAL	3,733.08-	95,205.35-	16,500.00	111,705.35
		=====	=====	=====	=====

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
611-815-4540	HOOK-UP FEES			600.00	600.00
	SEWER TOTAL	=====	=====	=====	=====
		.00	.00	600.00	600.00
	SEWER RESERVE TOTAL	=====	=====	=====	=====
		.00	.00	600.00	600.00
		=====	=====	=====	=====
670-840-4500	GARBAGE FEES		68,271.88	283,000.00	214,728.12
670-840-4530	GARBAGE PENALTIES		715.46	2,000.00	1,284.54
	GARBAGE TOTAL	=====	=====	=====	=====
		.00	68,987.34	285,000.00	216,012.66
670-840-6413	GARBAGE COLLECTION	40,647.12	116,435.61	265,000.00	148,564.39
670-840-6418	SALES TAX	2.80	16.80		16.80-
670-840-6620	RECYCLING - GARBAGE	1,111.99	1,111.99		1,111.99-
	GARBAGE TOTAL	=====	=====	=====	=====
		41,761.91	117,564.40	265,000.00	147,435.60
	GARBAGE FEES TOTAL	=====	=====	=====	=====
		41,761.91-	48,577.06-	20,000.00	68,577.06
		=====	=====	=====	=====
740-865-6210	DUES/MEMBERSHIPS			1,300.00	1,300.00
740-865-6352	INFRASTRUCTURE REPAIR			37,000.00	37,000.00
	STORM WATER TOTAL	=====	=====	=====	=====
		.00	.00	38,300.00	38,300.00
	STORM WATER FEES TOTAL	=====	=====	=====	=====
		.00	.00	38,300.00-	38,300.00-
		=====	=====	=====	=====
760-890-4341	POST OFFICE FEE	166.67	833.35	2,000.00	1,166.65
760-890-4754	POSTAGE SALES	396.67	6,748.06	16,000.00	9,251.94
	VILLAGE POST OFFICE TOTAL	=====	=====	=====	=====
		563.34	7,581.41	18,000.00	10,418.59
760-890-6507	OPERATING SUPPLIES		6.80	100.00	93.20
760-890-6508	POSTAGE		10,302.64	15,900.00	5,597.36
	VILLAGE POST OFFICE TOTAL	=====	=====	=====	=====
		.00	10,309.44	16,000.00	5,690.56
		=====	=====	=====	=====

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	VILLAGE POST OFFICE TOTAL	563.34	2,728.03-	2,000.00	4,728.03
		=====	=====	=====	=====
001-910-4830	TRANSFERS IN-GENERAL			264,000.00	264,000.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	264,000.00	264,000.00
001-910-6910	TRANSFER OUT-GENERAL			10,000.00	10,000.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	10,000.00	10,000.00
		=====	=====	=====	=====
	GENERAL TOTAL	.00	.00	254,000.00	254,000.00
		=====	=====	=====	=====
003-910-4830	TRANSFER IN-COMM CTR			200,000.00	200,000.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	200,000.00	200,000.00
		=====	=====	=====	=====
	COMMUNITY CENTER TOTAL	.00	.00	200,000.00	200,000.00
		=====	=====	=====	=====
005-910-4830	TRANSFERS IN-LIBRARY			10,000.00	10,000.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	10,000.00	10,000.00
		=====	=====	=====	=====
	LIBRARY RESERVE TOTAL	.00	.00	10,000.00	10,000.00
		=====	=====	=====	=====
012-910-6910	TRANSFER OUT-CASINO FUNDS			450,000.00	450,000.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	450,000.00	450,000.00
		=====	=====	=====	=====
	CASINO - PONCA TRIBE TOTA	.00	.00	450,000.00-	450,000.00-
		=====	=====	=====	=====
119-910-6910	TRANSFER OUT-EMERGENCY TA			14,000.00	14,000.00
		=====	=====	=====	=====

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TRANSFERS TOTAL	.00	.00	14,000.00	14,000.00
		=====	=====	=====	=====
	EMERGENCY TAX TOTAL	.00	.00	14,000.00	14,000.00
		=====	=====	=====	=====
121-910-6910	TRANSFER OUT-LOST\$ CH BON			305,000.00	305,000.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	305,000.00	305,000.00
		=====	=====	=====	=====
	LOCAL OPTION TAX TOTAL	.00	.00	305,000.00	305,000.00
		=====	=====	=====	=====
125-910-6911	TRANSFER OUT-UR#1T TO #5			30,000.00	30,000.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	30,000.00	30,000.00
		=====	=====	=====	=====
	UR #1T TOTAL	.00	.00	30,000.00	30,000.00
		=====	=====	=====	=====
126-910-6911	TRANSFER OUT-UR#1NT TO #5			30,000.00	30,000.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	30,000.00	30,000.00
		=====	=====	=====	=====
	UR #1NT TOTAL	.00	.00	30,000.00	30,000.00
		=====	=====	=====	=====
127-910-6911	TRANSFER OUT UR#3 TO #5			10,000.00	10,000.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	10,000.00	10,000.00
		=====	=====	=====	=====
	UR #3 TOTAL	.00	.00	10,000.00-	10,000.00-
		=====	=====	=====	=====
128-910-6911	TRANSFER OUT UR#4 TO #5			10,000.00	10,000.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	10,000.00	10,000.00

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	UR #4 TOTAL	=====	=====	=====	=====
		.00	.00	10,000.00-	10,000.00-
		=====	=====	=====	=====
129-910-4831	TRANSFER IN TO UR #5			80,000.00	80,000.00
	TRANSFERS TOTAL	=====	=====	=====	=====
		.00	.00	80,000.00	80,000.00
		=====	=====	=====	=====
	UR #5 TOTAL	=====	=====	=====	=====
		.00	.00	80,000.00	80,000.00
		=====	=====	=====	=====
200-910-4830	TRANSFER IN TIF+LOST FOR			367,000.00	367,000.00
	TRANSFERS TOTAL	=====	=====	=====	=====
		.00	.00	367,000.00	367,000.00
		=====	=====	=====	=====
	DEBT SERVICE TOTAL	=====	=====	=====	=====
		.00	.00	367,000.00	367,000.00
		=====	=====	=====	=====
610-910-6910	TRANSFER OUT			62,000.00	62,000.00
	TRANSFERS TOTAL	=====	=====	=====	=====
		.00	.00	62,000.00	62,000.00
		=====	=====	=====	=====
	SEWER REVENUE TOTAL	=====	=====	=====	=====
		.00	.00	62,000.00-	62,000.00-
		=====	=====	=====	=====
001-950-4000	PROPERTY TAXES	69,255.30	899,584.87	1,606,266.00	706,681.13
001-950-4013	TORT LIABILITY	1,721.90	22,609.25	68,000.00	45,390.75
001-950-4060	UTILITY EXCISE TAX			12,371.00	12,371.00
001-950-4085	HOTEL/MOTEL TAX	44,805.49	103,014.65	140,000.00	36,985.35
001-950-4090	LOST\$ FOR GENERAL FUND	43,948.95	180,991.60	356,144.00	175,152.40
001-950-4100	LIQUOR LICENSE		2,140.63	4,200.00	2,059.37
001-950-4101	BEER PERMITS		400.00	350.00	50.00-
001-950-4105	CIGARETTE PERMITS		525.00	450.00	75.00-
001-950-4160	CABLE TV FEES			30,000.00	30,000.00
001-950-4190	MISC PERMITS		275.00	1,000.00	725.00
001-950-4302	SWEEP INTEREST		1,494.26	50,000.00	48,505.74
001-950-4303	IPAIT INTEREST	31,848.63	96,495.73		96,495.73-
001-950-4320	CELLTOWER LEASE	972.61	4,863.05	10,500.00	5,636.95
001-950-4464	PROPERTY TAX REPLACEMENT		21,672.56	71,572.00	49,899.44
001-950-4550	MISC GEN CHARGES	52.95	230.66	500.00	269.34
001-950-4552	SNOW REMOVAL			200.00	200.00

# REVENUE & EXPENSE REPORT

## CALENDAR 11/2023, FISCAL 5/2024

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-950-4554	SIDEWALK REPAIRS			300.00	300.00
001-950-4555	WEED MOWING			3,000.00	3,000.00
001-950-4700	DONATIONS	3,350.00	3,350.00		3,350.00-
001-950-4710	REIMBURSEMENTS	106.99	17,694.69	1,000.00	16,694.69-
001-950-4715	REFUNDS		18,919.75	2,500.00	16,419.75-
		=====	=====	=====	=====
	GENERAL TOTAL	196,062.82	1,374,261.70	2,358,353.00	984,091.30
		=====	=====	=====	=====
	GENERAL TOTAL	196,062.82	1,374,261.70	2,358,353.00	984,091.30
		=====	=====	=====	=====
012-950-4420	PAYMENT IN LIEU OF TAXES	250,162.19	775,162.19	775,000.00	162.19-
		=====	=====	=====	=====
	GENERAL TOTAL	250,162.19	775,162.19	775,000.00	162.19-
		=====	=====	=====	=====
	CASINO - PONCA TRIBE TOTA	250,162.19	775,162.19	775,000.00	162.19-
		=====	=====	=====	=====
013-950-4400	AMERICAN RESCUE PLAN \$	242,092.00	386,213.00		386,213.00-
		=====	=====	=====	=====
	GENERAL TOTAL	242,092.00	386,213.00	.00	386,213.00-
		=====	=====	=====	=====
	AMERICAN RESCUE PLAN TOTA	242,092.00	386,213.00	.00	386,213.00-
		=====	=====	=====	=====
112-950-4000	PROPERTY TAXES	13,068.39	169,504.80	275,746.00	106,241.20
112-950-4060	UTILITY EXCISE TAX			2,124.00	2,124.00
		=====	=====	=====	=====
	GENERAL TOTAL	13,068.39	169,504.80	277,870.00	108,365.20
		=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	13,068.39	169,504.80	277,870.00	108,365.20
		=====	=====	=====	=====

**David C. Levy**

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Kansas

January 8, 2024

**VIA ELECTRONIC MAIL**

Honorable Mayor and City Councilmembers  
City of Carter Lake  
c/o Jackie Carl, City Clerk  
950 East Locust Street  
Carter Lake, Iowa 51510

**Re: Interest in City Attorney Opening**

Dear Mayor and Councilmembers:

We write to express our interest in the open City Attorney position. We have enjoyed and appreciated our opportunity to serve the City over the past eight years on special matters. We serve as City Attorney to the City of David City, Nebraska, and we serve numerous other political subdivisions as general counsel and special counsel.

As some of you know, over the past eight years or so, we have assisted the City of Carter Lake on numerous matters. These have included negotiating with the City of Omaha for removal of the gazebo at Kiwanis Park, working with the State of Iowa regarding discharge into Carter Lake, working with Paxton Vierling Steel and the tribal casino on various infrastructure matters, and assisting the City with labor relations matters.

More generally, Baird Holm is a full-service law firm with a wide variety of expertise comprised of approximately 100 lawyers. While we have great experience in municipal law and matters, we also have the expertise to handle almost any type of matter.

We enclose information on our firm, practice areas and the attorneys who would be primarily responsible for this engagement. We greatly appreciate the City's consideration. Thank you.

Very truly yours,



David C. Levy

Enclosure

## PRACTICE AREAS

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Agriculture & Agribusiness Finance

Banking

Bankruptcy & Creditors' Rights

Business & Corporate Transactions

Construction

Cyber Law & Security

Education

Employee Benefits & ERISA

Energy & Renewable Energy

Environmental & Natural Resources

Estate Planning, Trusts & Estates

Fair Housing & Public

Accommodation Law

Finance

Government Relations & Lobbying

Health Care

Immigration

Intellectual Property, Copyright  
& Trademark

International Services

Labor & Employment Law

Litigation

Mediation & Arbitration

Nonprofit & Tax-Exempt Organizations

Patent Counseling & Prosecution

Payments & FinTech

Privacy & Data Protection

Product Liability

Public Finance

Real Estate

Securities

Taxation

Tax Credit & Alternative Financing

Technology & E-Commerce

Transportation

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For more information about  
Baird Holm, please visit  
[www.bairdholm.com](http://www.bairdholm.com)



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## ABOUT BAIRD HOLM LLP

Located in the heart of downtown Omaha, Nebraska, Baird Holm's integrated team of 95 attorneys, licensed in 23 states, is committed to connecting each of its valued clients to the positive outcomes they seek. With extensive and diverse expertise, the firm leverages each attorney's skills to respond efficiently to its clients' local, regional, national and international legal needs. Baird Holm is proud to have the highest percentage of female attorneys compared to other similar sized law firms in the region; in fact, more than 1/3 of its attorneys are female.

Founded in 1873, Baird Holm proudly represents nonprofit organizations, governmental entities, public and private companies, individuals, private funds and other investors, and financial institutions. This year is especially noteworthy as Baird Holm celebrates its 150th anniversary. The theme for this milestone year is "Legal Counsel for a Lifetime" which naturally complements the firm's mission to provide its clients with superior advocacy and counseling solutions delivered by a highly reputable, specialized, innovative, and diverse legal team.

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## OUR PEOPLE

Our people are the defining factor that sets our firm apart from others. We are a law firm partnership in the true sense of the word, not just a collection of attorneys practicing law independently. This model differentiates us in that it is set up to promote attorney collaboration; we are not in competition with each other—we are a true team with a shared objective to achieve positive outcomes for our clients.

Since 2006, Baird Holm LLP is the only Nebraska law firm to be listed in Band 1 (the highest tier) in the five main categories used by Chambers USA: America's Leading Lawyers for Business. The categories are: Real Estate, Litigation: General Commercial, Labor & Employment, Corporate/Commercial, and Healthcare.

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## OUR COMMUNITY

With a population of nearly one million people in the metro area, Omaha is known for its moderate cost of living, vibrant cultural environment, dynamic development, up-and-coming technology entrepreneurial scene and general hospitality. It has become a destination that perfectly blends history, art, and community engagement with Midwestern ethics.

As the longest-standing law firm in the state of Nebraska, the attorneys and staff at Baird Holm understand the value of taking care of the people and the community around us. We contribute to dozens of charitable organizations both financially and with our time. Our attorneys hold leadership positions in many local and regional organizations, professional affiliations, neighborhood associations, art & theater groups, service clubs and educational institutions.

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1700 Farnam Street, Suite 1500 - Omaha, NE 68102 - 402.344.0500





BAIRD HOLM

Real Estate

## Our Focus

We have the real estate, land use, finance, and construction law experience necessary to counsel owners, developers, and lenders through the most complex property, development, and financing issues. Our experience and knowledge covers all facets of commercial real estate transactions, including development, planning, and permitting, project and infrastructure finance, investment, leasing, acquisition/disposition, alternative real estate finance, and municipal finance. We also have extensive experience and expertise in environmental and renewable energy matters.

Our Real Estate section is the largest group of attorneys dedicated to real estate matters in Nebraska. The number and diversity of these attorneys results in a breadth and depth of expertise that allows the group to provide exemplary client service—coast to coast—on a wide range of issues.

## OUR SERVICES

The attorneys in our real estate section understand the intricacies of real estate law and have advised clients in each of the following areas.

### Commercial Real Estate Development

Real estate development is a complex and varied enterprise. Baird Holm has expertise in all facets of development, from land acquisition and assembly, financing and incentives, land use planning and zoning, development and construction, to litigation defense if a controversy arises. We provide a “one-stop-shop” for the commercial real estate developer, planner and builder.

### Zoning and Land Use Planning

Our team has extensive experience in zoning and land use matters. One of our attorneys is a former city planner; another is a licensed architect. We have the practical experience, the legal knowledge and skill, and the political expertise to help a developer or other entity successfully navigate a zoning and permitting process, to support the creation or amendment of plans and regulations, and to defend a project or municipality in zoning or land use litigation.

### Commercial Leasing

Our attorneys understand that commercial leasing is not “one-size-fits-all,” and we work with each client to identify specific needs that must be addressed in the client’s commercial lease. We represent local, regional, and national landlords and tenants in structuring, drafting, and negotiating leases for a broad variety of transactions, including office, retail, industrial, build-to-suit leases, ground leases, and subleases. We also represent landlords in connection with commercial lease defaults, workouts, and evictions.

## Real Estate Lending and Finance

We represent lenders, borrowers, investors, and developers in connection with a broad range of financial transactions, including asset-based lending, real estate acquisitions and development, construction loans, agribusiness finance, credit-tenant lease financing, trade finances, financing for asset and stock acquisitions, mezzanine financing, transactions involving new market and federal historic rehabilitation tax credits, and private equity investments. Our attorneys have negotiated, documented, and managed every element of a financial transaction for billion dollar syndicated deals, as well as small-cap traditional financing.

## Real Estate Investment Entities

Real estate ownership is more complicated than ever as real estate investors strive to limit their personal liability, reduce the tax consequences of investing in real estate, and create an investment structure that meets the competing needs of multiple investors. We understand these complexities, and have the ability and experience to identify, form, and help manage the most appropriate investment entity based on the needs of each client, whether it is a limited liability company, corporation, or limited partnership. We create the appropriate governance documents and tailor them to meet the specific concerns of a real estate investor.

## Environmental Permitting and Compliance

The regulatory atmosphere regarding environmental law is complicated and always-changing. Our attorneys have expertise in both toxic tort and contamination-type matters, as well as wetlands and natural resource matters. We have experience with federal and state agencies with respect to permitting, compliance, and responding to and defending complaints or alleged violations. Our attorneys have negotiated and obtained natural resource permits for many projects, including large residential developments, industrial facilities, and renewable energy facilities.

## Renewable Energy

Our renewable energy practice group has extensive experience, dating from the infancy of ethanol in the 1970s, across a full range of industries and issues. We represent owners, lenders, investors, agri-producers, developers, and other key participants in all forms of the renewable energy business. We represented the developer of Nebraska's first privately developed Community-Based Energy Development (C-BED) wind energy project, an 80-megawatt wind farm near Bloomfield, Nebraska, as well as the Laredo Ridge wind project near Petersburg, Nebraska. We are currently working on all aspects of the Broken Bow project near Broken Bow, Nebraska, and the Springview project, which is the first "small renewable" wind project developed in partnership with the Nebraska Public Power District. We also represented developer interests in the drafting and negotiation of Legislative Bill 1048, Nebraska's wind energy export legislation, and we continue to represent these interests before the Nebraska Legislature.

## Tax Increment Financing and Other Economic Incentives

We have represented developers in obtaining tax incentives at the local, state, and federal levels. We make sure lenders understand and properly secure real estate loans in which tax incentives are critical to the deal. We have represented clients with respect to many different tax incentives, including: the Nebraska Advantage Act; Tax Increment Financing ("TIF"); Historic Tax Credits; Low-Income Housing Tax Credits; New Markets Tax Credits; U.S. Department of Agriculture funding and loan guarantees for renewable energy projects; the Nebraska Rural Community Based Energy Development tax exemption; and city, state, and federal grants.

## Tax-Deferred Exchanges

Our attorneys have represented numerous buyers and sellers in maximizing tax benefits available pursuant to Section 1031 of the Internal Revenue Code. We have participated in a wide range of 1031 exchanges and reverse 1031 exchanges, serve as Qualified Intermediaries, and prepare exchange documentation that ensures a fast and successful closing process.

## Who We Represent

The attorneys in our real estate section have, and presently:

- Prepared legislation for the passage of the Historic Property Restoration and Reuse Act to support and foster economic development and historic preservation in Nebraska;
- Served as counsel on the redevelopment of a 59-acre Veterans Administration campus in Lincoln, Nebraska, including an 80,000 square-foot veterans' outpatient facility, a medical office building, housing, and retail uses;
- Represent clients in all aspects of leasing, permitting, environmental review, and development of over 800 megawatts of wind energy generation facilities;
- Advised a client on all legal matters regarding real estate issues, land use planning, and construction of a new 116-bed women's hospital and adjacent medical office building in Omaha, Nebraska;
- Advised a client on all legal matters regarding the acquisition, land use planning, and construction of a new elementary school and a new middle school;
- Advised a client regarding the acquisition of 5.75 acres of property in Omaha and related land use planning for construction of a training facility;
- Successfully defended a client in litigation regarding the development, permitting, and environmental review of a 1,015-acre home golf course community in Solano County, California;
- Successfully defended a client in litigation regarding a 148-unit apartment and retail project in Berkeley, California;
- Represented a real estate private equity fund in the acquisition and leasing of office buildings and retail shopping centers;
- Negotiate retail, office, and industrial leases for landlords and tenants;
- Represented numerous national and state banks in their corporate office leasing and retail branch development work; and
- Obtained wetland and natural resource permits for a large industrial processing facility.

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## Contacts

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## Attorneys

Patrick J. Bartman • Jon E. Blumenthal • Steven D. Davidson • P. Scott Dye • Lee E. Greenwald  
John P. Heil • Emily J. Hervert • Spencer A. Hosch • Aaron B. Johnson • Lawrence E. Kritenbrink  
Amy L. Lawrenson • David C. Levy • Lindsay K. Lundholm • Spencer R. Murphy  
Jacqueline A. Pueppke • Michael D. Sands • Brian R. Schumacher  
Vanessa A. Silke • Hannes D. Zetsche





## Tax Credits & Alternative Financing

Baird Holm LLP's multidisciplinary team of attorneys in its tax credit & alternative finance group provides our clients with a comprehensive understanding and practical application of all types of tax credits that are utilized to finance real estate and energy transactions. We have the expertise in real estate, finance, taxation, corporate and energy law to structure and execute tax credit transactions.

Baird Holm attorneys are skilled and experienced in transactions involving federal and state historic rehabilitation tax credits, federal and state new markets tax credits, federal and state low-income housing tax credits, renewable energy tax credits, and federal grant programs. We provide a full range of services from structuring transactions, to syndication and financing, to governmental approvals, to tax advice and tax opinions. Our attorneys also counsel clients regarding federal and state incentive programs, including the Nebraska Advantage Act and the Community-Based Energy Development Law. Clients in these areas include developers, project owners, tax exempt entities, lenders, and equity participants.

### Baird Holm's Tax Credit Expertise

Baird Holm's Tax Credit & Alternative Finance team bring experience and expertise for the following types of tax credits:

- New Markets Tax Credits--Federal
- New Markets Tax Credits--Nebraska
- Historic Tax Credits--Federal
- Historic Tax Credits--Nebraska, Iowa and Kansas
- Low-Income Housing Tax Credits--Federal
- Low-Income Housing Tax Credits--Nebraska and Iowa
- Renewable Energy Tax Credits--Federal
- Renewable Energy Tax Credits--Nebraska

### State Historic Tax Credit Legislation

In 2014, our team completed a three-year effort in which we successfully drafted and lobbied to pass a state historic tax credit program for Nebraska. This tax credit program provides a 20 percent credit against qualified expenses, up to \$1,000,000 per project. The innovative program seeks to help Nebraska projects of all sizes, including urban and small town projects, by broadening the types of projects that may qualify, and limiting the necessary rehabilitation standards with state approval.

The relationship the Baird Holm team enjoys with local and regional developers, non-profit entities, lenders, investors, and legislators and regulators puts us in a unique situation that allows us to facilitate the connection of all involved entities in such a transaction. We act as the liaison for all parties, and help to structure, document and close deals which may otherwise go unnoticed or unexecuted.

### Alternative Financing Expertise

- HUD 202 Program Financing

- HOME Loan Financing
- Housing Choice Vouchers and HUD Regulatory Matters
- Tax Increment Financing
- Grant Programs

## Representative Reported Projects

The Baird Holm tax credit & alternative finance group has provided counsel for the following projects, among others. We have represented:

- Developer of Low-Income Housing Tax Credit project, with participation by Veterans Administration and a local college. Preparing tax credit and loan documents, and resolving complex real estate matters.
- Non-profit social service provider in complex federal and state New Markets Tax Credit financing involving a partnership with another social service provider, on a mixed-use campus with significant real estate and historic components.
- Non-profit social service provider in Low-Income Housing Tax Credit; financed complete renovation of formerly dilapidated apartment building. Work included successful resolution of land use litigation, complex real estate matters, and a mixed-use building that includes LIHTC and non-LIHTC components.
- Medical service provider in development and financing of construction of new mixed-use buildings that included both Low-Income Housing Tax Credit and federal Health and Human Service grant funded components, which required condominium subdivision and other creative real estate mechanisms to ensure successful financing. Project also included the buyout of a Historic Tax Credit-financed building on the same campus, and consolidation of various entities.
- Non-profit educational service provider who sponsored and provided capital to support a New Markets Tax Credit financing of a facility providing education to at-risk children of a tribe of Native Americans. To maximize the available tax credits, the project used bridge funding from the non-profit (using donated funds), which in turn was combined with tribal funds to make a leverage loan to a special purpose fund entity. The project also required creation of a special purpose 501(c)(2) to act as the QALICB for the project.
- Renewable energy developers in qualifying for and maintaining Community-Based Energy Development status to secure and maintain an exemption from Nebraska sales tax on equipment for the project.
- Clients in obtaining new legislation to enhance the C-BED program and make it more attractive for developers.
- Large hospital conglomerate in creative structuring to take advantage of tax credits to finance system-wide installation of geothermal facilities to provide heat and electricity.
- Leverage lender in a state and federal New Markets Tax Credit transaction for the development of a new equipment manufacturing facility. Leverage lender provided lending support to the special purpose fund entity from which funds were utilized to establish the qualified equity investment.

Our team is prepared to help you maximize opportunities and minimize risk.

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## Contacts

### Historic Tax Credits Contact:

David C. Levy - 402.636.8310 • dlevy@bairdholm.com

### Low-income Housing Tax Credits Contact:

David C. Levy - 402.636.8310 • dlevy@bairdholm.com

### New Markets Tax Credits Contact:

Jesse D. Sitz - 402.636.8250 • jsitz@bairdholm.com

## Attorneys

Hannah Fischer Frey • Spencer A. Hosch • Aaron B. Johnson  
David C. Levy • Michael D. Sands • Jesse D. Sitz



## Labor & Employment Law

Baird Holm represents employers in all aspects of labor relations and employment law, in both the public and private sectors and in both unionized and non-unionized settings. We communicate the most recent legal developments through our quarterly Labor & Employment Law Update newsletter and through our annual Labor Law Forum.

Our labor relations and employment law services fall into overlapping, but distinct areas:

- Employment Law Counseling and Compliance
- Employment Litigation
- Management/Union Relations
- OSHA/Workplace Safety
- Workers' Compensation

We also provide employee benefits, compensation, ERISA and immigration law services to employers.

### Employment Law Counseling and Compliance

We draft policies and provide advice on employee-related problems, both before and after they arise. We advise clients in a practical manner regarding the handling and discipline of problem employees. We also help them comply with the myriad of federal, state and local employment laws, including the anti-discrimination statutes (Title VII, the ADA and the ADEA), the FMLA, affirmative action, Davis-Bacon and wage/hour laws.

Baird Holm attorneys draft employee handbooks and employment, non-compete, confidentiality, and separation agreements. We have also developed tailored training sessions for clients and their managers on a variety of workplace-related issues, including:

- Employee Discipline and Discharge
- Legal Fundamentals of Hiring
- Workplace Investigations and Testing
- Workplace Violence
- Union Avoidance
- Harassment Prevention



# Employment Litigation

**Employment Litigation** results in representing our clients in state and federal court before juries and judges, as well as administrative agencies. We also represent clients in mediation and arbitration proceedings. Our employment litigation attorneys are licensed in Nebraska, Iowa, Kansas, Missouri, South Dakota, North Dakota, Minnesota, Colorado, the District of Columbia, Massachusetts, Montana, Virginia and Wyoming.

Although we try cases, the vast majority of cases are resolved by securing summary judgment for our clients or achieving a settlement consistent with their goals. We attempt to control each case from the outset by conducting an early case analysis. We also collaborate with our clients to form a unique strategy for each case. When requested, we provide case budgets and litigation plans, and utilize electronic billing and the ABA uniform task-based billing codes.

Despite the individual nature of each case, we recognize that there are often recurring aspects among cases. We therefore use our technology and library of materials from previous cases to efficiently implement our strategy.

We also make considerable use of alternative dispute resolution to contain costs and manage litigation risk. We have helped employers compel arbitration when desired and appropriate.

Examples include:

- Defense of All Types of Discrimination Claims under State and Federal Law
- Class Action Wage and Hour Defense under State and Federal Law
- Enforcement of Non-Compete Agreements
- Fiduciary Breach, Duty of Loyalty, Unfair Competition and Conspiracy Claims
- Trade Secret and Misappropriation of Confidential Information
- Computer Fraud and Abuse Act Litigation
- Defense of FMLA, § 1983, § 1981, ADA, and Rehabilitation Act Claims
- Breach of Express and Implied Contract Claims
- Retaliation and Public Policy Claims, Including Workers' Compensation and First Amendment Retaliation
- Montana Wrongful Discharge from Employment Act Claims
- Workplace Torts
- Defense of Wage and Benefit Claims under State Law and FLSA

**Employment Class Action and Multiple Plaintiff Defense** is handled by our attorneys in various states. Such cases include claims under both state and federal wage and hour laws as well as benefit claims, retaliation, and discrimination. Our experience in managing discovery and opposing class certification in large class actions in multiple forums enables us to counsel clients through early substantive and procedural challenges that can be outcome determinative. Additionally, when necessary, we are experienced and ready to take class action cases to trial and verdict.

**Benefits Litigation** includes all manner of litigation concerning ERISA benefit plans. We defend denial of benefit claims, common law estoppel, Section 510 retaliation claims, and fiduciary breach litigation against insured and self-funded welfare benefit plans. We defend and pursue subrogation claims asserting equitable relief under ERISA for insured and self-insured plans. We also litigate claims involving church plans, ESOPs, top hat plans and multi-employer welfare benefit plans—including funding disputes.

**Appellate Litigation** takes our attorneys to state and federal courts of appeals throughout the country. Our lawyers handle appeals of matters they have litigated in trial courts and they further assist trial counsel from other firms deal with adverse trial outcomes for employers on appeal. Our attorneys include many former state and federal court appellate clerks.

## Management/Union Relations

We provide management/union relations assistance to both public and private sector employers. We train clients' management teams on union avoidance, and then assist those faced with demands for recognition by a union or a union election with counter-organizing campaigns. We also assist clients who wish to become union-free by guiding them through the decertification election process.

Strikes, slowdowns, picketing and other work disruptions unfortunately occur from time to time. When they do, we assist clients by informing them about their rights during these disruptions, including the right to continue to operate and to permanently replace employees. We also assist employers who face picket line violence and similar misconduct by obtaining the appropriate relief from the courts.

Collective bargaining is another area in which we assist clients. We act as the primary negotiator for some clients. For others we are not at the bargaining table, but help formulate the strategy for negotiations and draft contract language.

Most collective bargaining agreements contain grievance and arbitration clauses. We assist clients by helping them effectively respond to grievances concerning contract interpretation and discipline/discharge, and we litigate on their behalf when unsettled grievances are taken to arbitration.

## OSHA/Workplace Safety

We represent clients throughout the country regarding government safety inspections of their workplaces. If they are alleged to be in violation of the law, we also represent them in connection with their citations, penalties, and abatement requirements, from the informal conference stage with OSHA through the final appeal in the court system. When a workplace injury or fatality occurs, we are also cognizant of the subsequent litigation that might result, so we attempt to handle the workplace safety citations in a manner that will most likely reduce our clients' exposure to ancillary tort litigation.

## OSHA/Workplace Incident Emergencies

We have formed teams to quickly respond to emergencies arising from workplace accidents. The emergency after-hours rapid response number is 402.231.8585.

## Workers' Compensation

We regularly handle Workers' Compensation claims for clients in both Nebraska and Iowa. Our clients include both insured and self-insured employers. We strive to consider every possible theory to support our clients' interests. Because we routinely counsel clients regarding the ADA and the FMLA, we are able to consider our clients' obligations under those laws to employees who have sustained workplace injuries. This is in contrast to many firms that primarily defend workers' compensation claims and have no ADA/FMLA or general employment law expertise.

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## Contact

R.J. (Randy) Stevenson - 402.636.8226 • [rstevenson@bairdholm.com](mailto:rstevenson@bairdholm.com)

## Attorneys

Sapphire M. Andersen • Allison D. Balus • Jeremy T. Christensen • Grant K. Dugdale  
Mark J. Goldsmith • Heidi A. Gutttau • Christopher R. Hedican • Sarah M. Huyck • David P. Kennison  
Dustin J. Kessler • David J. Kramer • Morgan L. Kreiser • Kelli P. Lieurance • George E. Martin III  
Addison C. McCauley • Sara A. McCue • Mark McQueen • Brian D. Moore • Scott P. Moore  
Scott S. Moore • Kiley N. Schmidt • R.J. (Randy) Stevenson • Kara E. Stockdale





# BH | BAIRD HOLM | Public Finance

Baird Holm's public finance practice group is one of the longest-standing in the state of Nebraska. Our broad and varied experience in the public finance field allows us to provide our clients with exceptional service in a wide variety of projects that finance the construction of public infrastructure and buildings owned and operated by governmental entities or tax-exempt non-profit organizations.

## Our Focus

Our public finance clients rely on us to provide sound legal and practical advice in all aspects of public finance transactions and tax incentive programs, including transaction structure, federal tax and securities law matters, due diligence and disclosure, and approving legal opinions.

## Our Roles

Our public finance lawyers have experience through the State of Nebraska representing governmental and quasi-governmental issuers, including cities, villages, counties, public power districts, airports, fire protection districts, sanitary and improvement districts, school districts, and hospitals (government owned and non-profit), as well as tax-exempt non-profit organizations and financial institutions, serving as:

- Bond counsel
- Underwriters' counsel
- Purchaser's counsel
- Borrower's counsel
- Credit enhancement provider's counsel

In addition to general obligation financing and more traditional infrastructure projects, such as public streets, sewers, schools, and hospitals, Baird Holm's public finance attorneys have represented clients on public finance transactions for the following:

- Sports complex
- Recreational facilities
- Jail and detention facilities
- Wastewater treatment plants
- Courthouses
- Fire stations

Baird Holm routinely acts as bond counsel for sanitary and improvement districts (SIDs). SIDs are quasi- government entities that are unique to Nebraska. These districts construct and maintain public improvements located within residential, commercial, and industrial developments that are located outside of a city's limits to provide streets, sanitary and storm sewers, water systems and other utility services. SIDs have statutory authority to issue tax-free bonds and warrants to pay for these public improvements.

We regularly assist nonprofit and governmental health care clients with planning for and obtaining tax-exempt financing and refinancing. The financings cover a wide array of tax-exempt financings ranging from small private placement issues or tax-exempt debt with individual banks or government agencies to large public debt offerings. We also assist clients with ongoing "private use" and other compliance issues associated with such financings.

Baird Holm provides expert counsel and assistance to both developers and municipalities in relation to real estate development incentives such as tax increment financing (TIF), enhanced employment areas, general business occupation taxes, and other tax credits and incentives. We assist our clients in all manners related to such incentives, including navigation of the application and approval process, document drafting, representation at public hearings, and monetization of incentives.

## Industry Commitment

All of our public finance attorneys are active members of the National Association of Bond Lawyers and regularly attend national conferences and participate on panels and in other settings to educate issuers and other professionals on matters of industry importance. We continuously monitor regulatory and legislative developments for new types of financing to ensure our clients are provided the highest quality of service.

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## Contact

Tyler J. Mullen - 402.636.8323 • [tmullen@bairdholm.com](mailto:tmullen@bairdholm.com)

## Attorneys

Charles J. Addy • Jon E. Blumenthal • Gabrielle A. Kott-McCarty • Lawrence E. Krittenbrink  
Tyler J. Mullen • Thomas R. Norvell • Amber N. Preston • Michael D. Sands



## David C. Levy

Partner

📞 402-636-8310

✉️ dlevy@bairdholm.com

### Areas of Practice

- Energy & Renewable Energy
- Government Relations & Lobbying
- Real Estate
- Tax Credit & Alternative Financing
- Transportation

### Education

- University of California, Hastings College of Law, J.D., 1999
- University of California, Berkeley, Masters degree in City and Regional Planning, 1996
- University of California, Berkeley, Bachelor's degree in Urban Studies, 1991

### Bar & Court Admissions

- California, 1999
- Nebraska, 2006
- Iowa, 2009
- Kansas, 2021
- United States Court of Appeals for the Ninth Circuit, 1999
- United States District Court for the Northern

### Profile

David C. Levy represents clients in zoning, land use, energy, municipal law and general real estate matters. He is resident in the firm's Omaha and Lincoln offices.

David represents developers of wind, solar and energy storage projects in Nebraska, Iowa and Kansas on over 1,350 megawatts of operating projects, and approximately 3,500 megawatts in development. David represents developers of various real estate and municipal projects, often including tax-increment financing, tax credits and other unique financing mechanisms and structures. He also advises cities, counties and other governmental entities on a wide range of municipal law matters.

David is a registered lobbyist in the State of Nebraska. In early 2010, he successfully represented wind development interests in the drafting and negotiation of LB 1048, Nebraska's "omnibus" wind export bill, which the Nebraska Legislature unanimously passed. In 2014, David led a group that successfully passed a 20 percent state tax credit for rehabilitation of historic buildings in Nebraska. In 2016, David played a central role in the development and passage of LB 824, which removes regulatory barriers to significant renewable energy development for export outside of Nebraska. In 2018, he helped lead a group that overhauled the state's tax-increment financing statutes.

David has served as an Adjunct Professor in Land Use Law at the University of San Francisco School of Law, and has taught legal writing at Creighton University School of Law. He is admitted to practice law in California, Iowa, Kansas and Nebraska, and has earned the American Institute of Certified Planners designation, the City Planning profession's highest level of certification. Since 2012, David has been selected by his peers for inclusion in *The Best Lawyers in America®* in the field of Land Use & Zoning Law and *Great Plains Super Lawyers* in the practice area of Real Estate. In 2013, 2016, and 2023, David was selected as *Best Lawyers* Land Use and Zoning Law Lawyer of the Year. In 2015, the American College of Real Estate Lawyers elected him as Fellow.

Prior to joining the firm, David practiced land use and environmental law with firms in San Francisco. Before beginning his legal career, he worked for seven years as a City Planner for the City and County of San Francisco. He is a native of Lincoln, Nebraska.

District of California,  
1999

- United States District Court for the District of Nebraska, 2014
- United States District Court for the Central District of California, 2015



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## Professional & Civic Affiliations

- Omaha Housing Authority, Commissioner (NAHRO Commissioner Certification) (2015–Present), Vice-Chairman (2017–2018), Chairman (2018–Present)
- Douglas County Planning Commission (2016–Present), Vice-Chairman (2017–2021), Chairman (2021–Present)
- Omaha by Design, Board of Directors (2013–Present), President (2020–Present)
- Nebraska Association of Commercial Property Owners, Board of Directors, (2013–Present)
- City of Omaha Administrative Board of Appeals (2007–Present), Vice-Chairman (2009–2016), Chairman (2016–Present)
- History Nebraska, Trustee (2019–Present), President (2022)
- The Nature Conservancy, Nebraska Chapter, Trustee (2019–Present)
- Susan LaFlesche Picotte Center Board of Directors, Member (2021–Present)
- American College of Real Estate Lawyers, Fellow (2015–Present)
- State Law Resources, Inc., Board of Directors (2013–2020), President (2018–2019)

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## Recent Speaking Engagements

- “Measuring the Benefits of Renewable Energy Development,” Wind and Solar Conference, Lincoln, NE, October 2023
- “A Discussion on Renewable Energy in Nebraska,” The Dan Parsons Show, July 2023

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## Covid-19 Information Hub

- Legislative Session Suspended Until Further Notice

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## Baird Holm Banter® - A Legal Podcast

- The Omaha Streetcar Project – An Overview

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## Dirt Alert

- U.S. Department of Energy Issues Additional NEPA Exemptions for Solar Energy Projects
- EPA Publishes Permitting Tracker For Carbon Capture And

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## Environmental Pulse

- [EPA Publishes Permitting Tracker For Carbon Capture And Storage Projects](#)



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## Michael D. Sands

Partner

📞 402-636-8271

✉ msands@bairdholm.com

### Areas of Practice

- Tax Credit & Alternative Financing
- Energy & Renewable Energy
- Real Estate
- Public Finance

### Education

- University of Nebraska College of Law, J.D., 2015
- William Allen White School of Journalism at the University of Kansas, B.S., Journalism

### Bar & Court Admissions

- Colorado, 2020
- Nebraska, 2015
- Iowa, 2015

### Profile

Michael D. Sands' practice focuses on real estate, construction, tax-increment financing, occupation taxes, municipal bonds, and renewable energy matters. He represents commercial real estate developers, wind and solar developers, investors and owners of real estate in matters involving the acquisition, financing, sale and development of real property, leasing, management, land use and zoning, tax-increment financing, workforce housing, occupation taxes, and title review. Michael also represents municipalities, acting as special counsel for projects utilizing tax-increment financing, general business occupation taxes and other alternative financing mechanisms. Michael currently serves on the board of directors for the Nebraska Housing Development Association.

Since 2021, Michael has been selected by his peers for inclusion in *The Best Lawyers in America: Ones to Watch®* in the fields of Real Estate Law and Tax Law.

Michael received his Juris Doctor, with high distinction, from the University of Nebraska College of Law in 2015, where he was inducted into the Order of the Coif. While in law school, Michael served as Executive Editor of the Nebraska Law Review. He was the recipient of the CALI Excellence for the Future Award in Contracts, Pre-trial Litigation, and Federal Income Tax. Michael received his Bachelor of Science with a major in Journalism from the University of Kansas.

### Dirt Alert

- 106th Nebraska Legislature, Second Session – Legislative Chart





## Vanessa A. Silke

Partner

📞 402-636-8266

✉️ vsilke@bairdholm.com

### Areas of Practice

- Energy & Renewable Energy
- Environmental & Natural Resources
- Government Relations & Lobbying
- Real Estate

### Education

- University of Nebraska College of Law, J.D., with distinction, 2012
- University of Nebraska-Lincoln, B.A., political science, 2004

### Bar & Court Admissions

- Nebraska, 2013
- Iowa, 2012
- U.S. District Court – District of Nebraska, 2015

### Profile

Vanessa A. Silke's practice encompasses all areas of real estate development, real estate law, and water, energy, and natural resources law. Vanessa's focus is on traditional real estate acquisition and disposition, leasing, environmental compliance, water rights, land use, development and zoning. Vanessa has represented public and private entities in a number of multi-faceted property rights transactions. Many of these transactions were the first of their kind for the State of Nebraska, requiring extensive due diligence, litigation, new legislation, and coordination with a number of administrative agencies. Vanessa has represented governmental and private interests in administrative and judicial proceedings involving natural resource allocation and land-use decisions at the state and federal level, and ensuring compliance with state and federal environmental laws. Vanessa has built productive relationships among clients, technical consultants, agency decision-makers, potential project partners, and legislators on behalf of her clients.

Vanessa also maintains an active practice as a lobbyist, drafting legislation, testifying before legislative committees, and negotiating with stakeholders to achieve positive outcomes for clients.

Vanessa attended the University of Nebraska-Lincoln where she received her B.A. in political science and attended the University of Nebraska College of Law, where she graduated with distinction, was a member of the Moot Court Board, completed areas of concentrated study in Real Estate Transactions and Natural Resources Law, and received the CALI Excellence for the Future Award in Secured Transactions. Vanessa began her legal career with a boutique water law and public power firm located in Lincoln, Nebraska.

### Professional & Civic Affiliations

- Nebraska Bar Association
- Iowa Bar Association
- Nebraska Water Resources Association

### Selected Practice Highlights

- Advocating on behalf of the Nebraska Craft Brewers Guild for the passage of LB 1105, facilitating the growth of the craft beer industry in Nebraska
  - Serving as counsel for the development, coordination, and implementation of conjunctive water management projects and associated property rights acquisitions in the Republican, Platte, and Niobrara River Basins in Nebraska
  - Serving as part of the outside counsel team for the State of Florida in Original No. 142 before the U.S. Supreme Court (interstate water rights litigation involving the Apalachicola-Chattahoochee-Flint River Basin)
  - Appearing before the Tax Equalization and Review Commission for appeal of governmental tax exemption determination
- 

## Recent Speaking Engagements

- Moderator, National Carbon Capture Conference & Expo, Carbon Capture Magazine and BBI International, Des Moines, IA, November 2023
  - “Hey! We Found Our Neighbors and Here’s What Some of Them Think,” 2023 Summer Conference, Colorado Water Congress, Steamboat Springs, CO
- 

## Recent Publications

- “Nebraska’s Groundwater Law Turns 90,” The Nebraska Lawyer Magazine, November 2023
- 

## Dirt Alert

- 106th Nebraska Legislature, Second Session – Legislative Chart
  - EPA Publishes Permitting Tracker For Carbon Capture And Storage Projects
- 

## Environmental Pulse

- Mississippi v. Tennessee: States fight over rights to groundwater
- Biden administration will more often require permits for indirect discharges via groundwater
- Whiplash: A key definition under the Clean Water Act is again changing
- Biden Administration Proposes to Redefine “Waters of the United States”
- Supreme Court Holds That Interstate Groundwater Can Be Subject To Equitable Apportionment
- Nebraska Legislature to Debate Dozens of Bills Impacting Environmental Permitting, Cannabis, Water Projects and Drainage
- 107th Nebraska Legislature, Second Session – Legislative Chart
- Update: Nebraska Legislators Push Forward with Key Bills
- Supreme Court Considers EPA’s Authority to Regulate the



- [Supreme Court Reinstates Trump Rule for State Certifications Under the Clean Water Act](#)
- [Nebraska Legislature Tries to Jump Start a Local Clean-Hydrogen Industry](#)
- [Nebraska Craft Brewers and Distilleries Score Victories before the Legislature](#)
- [Sine Die: Nebraska Legislature Concludes a Busy 2022 Session](#)
- [Biden Halts New Tariffs on Solar Panels](#)
- [Nebraska Shapes its Legal Framework for Carbon Capture and Underground Storage](#)
- [U.S. Supreme Court Limits EPA's Authority to Regulate Greenhouse Gas Emissions](#)
- [Uyghur Forced Labor Prevention Act Will Affect Imported Solar Modules](#)
- [EPA Proposes New Rule To Make PFAS a CERCLA "Hazardous Substance"](#)
- [Supreme Court Again Considers Scope of Clean Water Act](#)
- [Supreme Court to Determine if States May Regulate Extraterritorial Business Operations](#)
- [Biden Administration Finalizes New Rule Defining Waters of the U.S. Under the Clean Water Act](#)
- [Senators Introduce 58 Bills Impacting Agriculture, the Environment, Cannabis, Liquor and Water Resources](#)
- [Chart from 2023 Nebraska Bill Introduction](#)
- [Voluntary Carbon Markets Take Root in the Midwest](#)
- [Baird Holm Lobby Efforts Lead to Legislative Victory for Nebraska Alcohol Producers](#)
- [Supreme Court to Consider Overruling Chevron Deference](#)
- [Climate Goals and Mandatory Reporting Trigger Legal Risks for Companies](#)
- [Eighth Circuit Vacates EPA's Ban on Chemical Pesticide Chlorpyrifos](#)
- [EPA Publishes Permitting Tracker For Carbon Capture And Storage Projects](#)
- [EPA Seeks Input on What Constitutes The "Functional Equivalent" Of A Direct Pollutant Discharge](#)





## Lee E. Greenwald

Partner

📞 402-636-8284

✉️ lgreenwald@bairdholm.com

### Areas of Practice

- Real Estate
- Energy & Renewable Energy
- Environmental & Natural Resources
- Government Relations & Lobbying

### Education

- University of Nebraska-Lincoln, B.S. Business Administration, 2008
- University of Nebraska College of Law, J.D., 2012

### Bar & Court Admissions

- Nebraska, 2013
- Missouri, 2012
- US District Court, District of Nebraska, 2015

### Profile

Lee E. Greenwald's practice focuses on commercial real estate and renewable energy. Lee represents clients in the development, financing, leasing, acquisition, and sale of real property. He also represents developers, investors, and lenders in various phases of renewable wind and solar energy projects.

Prior to joining the firm, Lee practiced in civil litigation, where he represented clients in trial courts across the State of Nebraska and in front of the Nebraska Court of Appeals. A native of Kearney, Nebraska, Lee has volunteered as a member of the City's Park and Recreation Advisory Board, as a committee member for the YMCA, and as a high school mock trial coach.

In 2022, Lee was included in *Great Plains Super Lawyers'* Rising Stars list in the practice area of Litigation.

Lee received his Juris Doctor from the University of Nebraska College of Law in 2012, where he completed the intellectual property law program of concentrated study. He received his Bachelor of Science in Business Administration with a major in Finance from the University of Nebraska-Lincoln.

### Recent Speaking Engagements

- "Wind and Solar Energy Leases 101," 2023 Energy Summit, The Nebraska State Bar Association, Kearney, NE, June 2023

### Dirt Alert

- Treasury Department Extends Safe Harbors On Renewable Energy Tax Credits Amid COVID-19
- Renewable Energy Continues to Grow in Nebraska
- 106th Nebraska Legislature, Second Session, Adjourns Sine Die
- Nebraska Supreme Court: Municipalities May Require Landlord Guaranty for Utility Services
- 2020 NEBRASKA ELECTION RESULTS
- Nebraska Supreme Court: Co-Owners Must Act Jointly to Encumber Property

- [107th Nebraska Legislature, First Session, Reconvenes January 6, 2021](#)
- [107th Nebraska Legislature, First Session – Legislative Chart](#)
- [107th Nebraska Legislature, First Session](#)
- [Nebraska Supreme Court: Self-Imposed Hardship Not an Absolute Bar to Zoning Variance](#)
- [Nebraska Department of Revenue: Taxpayers Must Electronically Pay Renewable Energy Nameplate Capacity Taxes in Excess of \\$5,000](#)
- [107th Nebraska Legislature, First Session – Legislative Chart](#)
- [107th Nebraska Legislature, First Session Bill Introduction Concludes](#)
- [Nebraska Supreme Court Clarifies Standard for Real Property Covenants to Run With Land](#)
- [107th Nebraska Legislature, First Session – Legislative Chart](#)
- [107th Nebraska Legislature, First Session – Legislative Chart](#)
- [107th Nebraska Legislature, First Session – Updated Activity on Bills of Interest](#)
- [107th Nebraska Legislature, First Session – Legislature Passes LB 83: Amendments to Open Meetings Act](#)
- [107th Nebraska Legislature, First Session – LB 83: Public Bodies Must Require Speakers to Identify Themselves](#)
- [107th Nebraska Legislature, First Session – Legislature Adjourns Sine Die](#)
- [Nebraska Supreme Court Expands Municipalities’ Authority to Annex Adjacent Agricultural Land](#)





## Spencer A. Hosch

Associate

📞 402-231-8562

✉️ shosch@bairdholm.com

### Areas of Practice

- Real Estate
- Tax Credit & Alternative Financing
- Construction
- Environmental & Natural Resources
- Energy & Renewable Energy

### Education

- University of Nebraska College of Law, J.D., *with distinction*, 2023
- University of Nebraska-Lincoln, B.S. Business Administration, 2020

### Bar & Court Admissions

- Nebraska, 2023

### Profile

Spencer A. Hosch works alongside urban and rural clients in a variety of matters pertaining to land development as well as general real estate and natural resource matters. He assists clients at all stages of their respective projects including land acquisition, project financing, contract drafting and negotiation, and ongoing counseling on issues of compliance, legislation, and other general matters.

Spencer received his Juris Doctor with emphases in Business Taxation and Real Estate, *with distinction*, from the University of Nebraska College of Law in 2023. While in school, Spencer was a member of the First Place team in the Thomas Stinson Allen Moot Court Competition and a member of the Nebraska National Moot Court Team. Spencer was subsequently elected to be the Chair of the Nebraska Moot Court Board and eventually was inducted into the Order of the Barristers.

### Professional & Civic Affiliations

- Nebraska State Bar Association, Member
- Omaha Bar Association, Member
- All-Inclusive Aquatics, LLC Advisory Group, Member
- Special Olympics Nebraska Young Professionals Board, Member

### Environmental Pulse

- EPA Publishes "Final" Definition of "Waters of the United States"
- Public-Water Suppliers Must Evaluate Potential PFAS Claims Against 3M and Dupont
- Eighth Circuit Vacates EPA's Ban on Chemical Pesticide Chlorpyrifos
- EPA Seeks Input on What Constitutes The "Functional Equivalent" Of A Direct Pollutant Discharge

### Dirt Alert

- [IRS Clarifies Which Tax-Exempt Entities Qualify for “Direct Pay” In Lieu of Clean-Energy Tax Credits](#)
- [Federal Regulators Propose to Clarify the Scope of the ITC and Who Qualifies for Increased Credit Amounts](#)
- [U.S. Department of Energy Issues Additional NEPA Exemptions for Solar Energy Projects](#)
- [Nebraska Supreme Court Clarifies That Natural Resource District’s Counsel Cannot Participate Both in Board Decision-Making Process and Adjudicate the Appeal of the Same Decision](#)



## TITLE I – POLICY AND ADMINISTRATION

### CHAPTER 22

### CITY ATTORNEY

22.01 Appointment and Compensation  
22.02 Attorney for City  
22.03 Power of Attorney  
22.04 Ordinance Preparation

22.05 Review and Comment  
22.06 Provide Legal Opinion  
22.07 Attendance at Council Meetings  
22.08 Prepare Documents

**22.01 APPOINTMENT AND COMPENSATION.** The Council shall appoint by majority vote a City Attorney to serve at the discretion of the Council. The City Attorney shall receive such compensation as established by resolution of the Council.

**22.02 ATTORNEY FOR CITY.** The City Attorney shall act as attorney for the City in all matters affecting the City's interest and appear on behalf of the City before any court, tribunal, commission or board. The City Attorney shall prosecute or defend all actions and proceedings when so requested by the Mayor or Council.

*(Code of Iowa, Sec. 372.13[4])*

**22.03 POWER OF ATTORNEY.** The City Attorney shall sign the name of the City to all appeal bonds and to all other bonds or papers of any kind that may be essential to the prosecution of any cause in court, and when so signed the City shall be bound upon the same.

*(Code of Iowa, Sec. 372.13[4])*

**22.04 ORDINANCE PREPARATION.** The City Attorney shall prepare those ordinances which the Council may desire and direct to be prepared and report to the Council upon all such ordinances before their final passage by the Council and publication.

*(Code of Iowa, Sec. 372.13[4])*

**22.05 REVIEW AND COMMENT.** The City Attorney shall, upon request, make a report to the Council giving an opinion on all contracts, documents, resolutions, or ordinances submitted to or coming under the City Attorney's notice.

*(Code of Iowa, Sec. 372.13[4])*

**22.06 PROVIDE LEGAL OPINION.** The City Attorney shall give advice or a written legal opinion on City contracts and all questions of law relating to City matters submitted by the Mayor, Council or Clerk.

*(Code of Iowa, Sec. 372.13[4])*

**22.07 ATTENDANCE AT COUNCIL MEETINGS.** The City Attorney shall attend meetings of the Council at the request of the Mayor or Council.

*(Code of Iowa, Sec. 372.13[4])*

**22.08 PREPARE DOCUMENTS.** The City Attorney shall, upon request, formulate drafts for contracts, forms and other writings which may be required for the use of the City.

*(Code of Iowa, Sec. 372.13[4])*



January 11, 2024

Mayor Ron Cumberledge  
City of Carter Lake  
950 Locust St.  
Carter Lake, Iowa, 51510

Dear Mayor Cumberledge:

Southwest Iowa Planning Council continues to be an effective mechanism for local capacity development and regional cooperation. SWIPCO's strength lies in the support and utilization of our member governments, and we are proud to be your partner.

During your FY 25 budget process, we request that you allocate \$2,464.00 (3,791 population x \$.65) as dues to the Southwest Iowa Planning Council. This is only a request for the allocation; we will present an invoice in June 2024. This is level with the per capita request that has been in place for over 15 years. We are very proud of our proven track record of bringing in far more funds into our region than are spent on our operations. Currently we are managing over \$100 million in grants that in many ways benefit everyone in southwest Iowa.

However, the overwhelming majority of these grant resources that we are bringing into the region are to complete projects, not to operate our agency (and rightly so!). Therefore, we do need to have locally generated income (your dues) to match several of our grants that give us the organizational capacity to be out serving our region every day, so your continued support is vital and greatly appreciated.

We look forward to assisting with southwest Iowa's growth and development and look forward to working with you in the coming year. Please contact me at 866-279-4720 if you have any questions.

Sincerely,

  
John McCurdy  
Executive Director

RECEIVED  
JAN 16 2024  
BY: LW

SWIPCO - Southwest Iowa Planning Council

1501 S.W. 7th Street · Atlantic, IA 50022-2206 · P 712 243 4196 · TF 866 279 4720 · F 712 243 3458 · [www.swipco.org](http://www.swipco.org)

SWIPCO is an equal opportunity provider, lender, and employer.



8951 Windsor Parkway  
Johnston, IA 50131  
515.473.6256 • info@impact7g.com  
www.impact7g.com

January 18, 2024  
Ron Cumberledge  
Mayor  
City of Carter Lake  
950 East Locust Street  
Carter Lake, Iowa 51510

**Dear Mayor Cumberledge,,**

In February of 2022, Impact7G, Inc. began providing grant/funding research and writing services for the City of Carter Lake. With the two-year anniversary approaching it is a great time to reflect upon the work accomplished. A complete list of funding opportunities that has been presented to the City is attached. These accomplishments include:

- Completed a department needs survey.
- Held grant workshop with Department Heads and City Council to establish grant priorities.
- Provided funding tables, listing funding sources, program description, dollars, and deadline for:
  - Fire Department
  - Parks and Recreation Department
  - Library Department
  - Police Department
- Provided reminders of upcoming grants

Over the course of the two years, nine grant programs have had applications submitted, and two technical assistance programs have been applied to. Applications can only be applied for and submitted through the direction of the City. Please note several other grant program applications were started per City. However, these applications were not submitted for various reasons such as lack of match, product unavailable, or required information not received from outside source. A summary of those programs where applications were submitted is shown in the table below.

Program	Description	Status	Amount Awarded
National Parks Service Rivers, Trails, & Conservation Assistance Program	Technical assistance to develop a plan for the Community Center greenspace.	Awarded	-
Iowa West Foundation	Mabrey Park Playground Equipment	Awarded	\$45,000.00
Destination Iowa Grant	Carter Lake Walking Bike Trail	Not funded	
Walmart Grant	<ul style="list-style-type: none"><li>• Fire Department Smoke Detectors</li><li>• Library</li><li>• Police (assisted Josh with Cybergrants)</li></ul>	<ul style="list-style-type: none"><li>• Not funded</li><li>• Not funded</li><li>• Submitted</li></ul>	
Dollar General Summer	Library Summer Reading	Not funded	



Reading Program	Program		
FEMA SAFER	Fire Department Personnel & Retention	Not funded	
BIL DOE Energy Efficiency Conservation Block Grant	Energy Efficiency Upgrades at City facilities	Not funded	
T-Mobile Hometown Grant	Community Center Greenspace	Not funded	
Carver Foundation	Library Shelving & Sensory Wall	Submitted	
CN Railroad American In Bloom Grant	Community Center Greenspace Plants	Awarded	\$25,000.00
Project Child Safe	Gun Locks	Submitted	

The current grant research and writing rate plan with Impact7G, Inc. is as follows:

\$500 – monthly retainer

Grant award percentage fee:

\$0 to \$100,000 grant award – 5% of award

\$100,001 to \$500,000 grant award – 4% of award

\$500,001 to \$1,000,000 grant award – 3% of award

\$1,001,000 or greater – 2% of award

Upon evaluation Impact7G, Inc. is proposing the following rate increase moving forward:

\$1,000.00 – monthly retainer

Grant award percentage fee:

\$0 to \$100,000 grant award – 5% of award

\$100,001 to \$500,000 grant award – 4% of award

\$500,001 to \$1,000,000 grant award – 3% of award

\$1,001,000 or greater – 2% of award

If the City would like to continue with grant research and writing services, please let me know and an updated professional services agreement can be sent out. If the City would like to terminate services, the current professional services agreement would terminate on January 31, 2024. Please reach out if you have any questions. It has been a pleasure working with the City of Carter Lake, and I truly hope you choose to continue utilizing our grant research and writing services.

Sincerely,

*Nicole M. Turpin*

**Nicole Turpin**

Project Manager

Impact7G, Inc.

## Programs Brought to the City's Attention:

- National Parks Service Rivers, Trails, & Conservation Assistance Program
- University of Iowa Initiative for Sustainable Communities Program
- Destination Iowa Grant
- Community Development Block Grant Covid Program
- Community Project Funding – Through local Congressional Representative
- Grants for Parks and Recreation
  - Iowa DNR REAP City Grant
  - Iowa Foundation for Parks & Recreation Mini Grants Program
  - Iowa West Foundation – Place Making
  - Peter Kiewit Foundation
  - Wellmark Foundation (program change for 2024)
  - Iowa DNR Land and Water Conservation Fund
  - Enhance Iowa Community Attraction & Tourism Grant
  - Life Floor Make a Splash Grant Program
  - Karma for Cara
  - Quadratic Cares Energize the Environment Grant Program
  - The Fruit Tree Planting Foundation
  - American Academy of Dermatology Association Shade Structure Grant
  - Major League Youth Development Foundation
  - United States Tennis Association
  - National Center for Spector Sports Safety & Security Grants
  - USA Football Grants
  - Enhance Iowa Sports Tourism Program
  - Iowa DOT Federal Recreational Trails Program
  - Iowa DOT State Recreational Trails Program
  - Iowa DOT Iowa Clean Air Attainment Program
  - Iowa DOT Transportation Alternative Program
  - PetSafe Unleashed
- Grants for Fire Department
  - FEMA AFG Grant
  - FEMA SAFER Grant
  - Consumer Product Safety Commission's Nicholas & Zachary Burt Memorial Carbon Monoxide Poisoning Prevention Grant Program
  - Fire Prevention & Safety Grants
  - IAFF Peer Support Trainings
  - Firehouse Subs Public Safety Foundation
  - Firefighters Charitable Foundation Fire Prevention & VFD Grants
  - FM Global Fire Prevention Grant Program
  - Gary Sinise Foundation – First Responders Outreach
  - USDA Community Facilities Direct Loan & Grant Program
  - FEMA Hazard Mitigation Assistance Safe Rooms
  - Walmart Grants
- Grants for Police Department
  - United States Deputy Sheriff's Association Cash Grant for Law Enforcement
  - Project Child Safe
  - Firehouse Subs Public Safety Foundation
  - Comprehensive Opioid, Stimulant, and Substance Use Program
  - Edward Byrne Memorial Justice Assistance Grant Program
  - COPS Technology and Equipment Program
  - COPS Hiring Program

- Community Policing Program
- School Violence Prevention Program
- Preparing for Active Shooter Situations
- COPS Anti-Methamphetamine Program
- Anti-Heroin Task Force
- Law Enforcement Mental Health and Wellness
- Collaborative Reform
- Body-Worn Camera Policy and Implementation Program to Support Law Enforcement
- Smart Policing Initiative Grant Program
- Preventative School Violence
- The 1033 Program
- Patrick Leahy Bulletproof Vest Partnership
- Community Policing Microgrants:
  - Community Violence Intervention
  - Officer Recruitment & Retention
  - Hate Crimes & Domestic Extremism
  - Underserved Populations
  - Building Trust & Legitimacy with the Community
- Grants for Library
  - Dollar General Literacy Grants
  - Roy J. Carver Charitable Trust
  - FINRA Foundation Library Grants Program
  - Penguin Random House Grants for Small & Rural Libraries
  - Libraries Transforming Communities
  - Discounts & Consortia
  - Verizon Grants
  - Library of Congress Surplus Book Program
  - USDA Community Facilities Direct Loan & Grant Program
  - Walmart Grant
- Researched funding for lake study
  - Provided information on McCook Lake
  - Provided an explanation on how funding is distributed from the Dingell Johnson Act
  - Iowa DNR Land and Water Conservation Fund
  - Gilchrist Foundation
  - Iowa Watershed Grant Funding
- Researched new Department of Energy - Energy Efficiency Community Block Grant Funding
- Provided information on the T-Mobile Hometown Grant (covers multiple project areas)
- U.S. DOT Safe Streets and Roads for All Program
- Conagra Community Impact Grant
- Redevelopment Tax Credits Brownfield and Grayfield Sites
- Historic Preservation Tax Credit Program
- Federal Historic Preservation Tax Credit Program
- Researched Praxair/Linde Giving Programs as requested

## **TITLE IV – CULTURE AND RECREATION**

### **CHAPTER 115**

### **LIBRARY**

<b>115.01 Public Library</b>	<b>115.07 Nonresident Use</b>
<b>115.02 Library Trustees</b>	<b>115.08 Expenditures</b>
<b>115.03 Qualifications of Trustees</b>	<b>115.09 Annual Report</b>
<b>115.04 Organization of the Board</b>	<b>115.10 Injury to Books or Property</b>
<b>115.05 Powers and Duties</b>	<b>115.11 Theft</b>
<b>115.06 Contracting with Other Libraries</b>	<b>115.12 Notice Posted</b>

**115.01 PUBLIC LIBRARY.** The public library for the City is known as the Carter Lake Public Library. It is referred to in this chapter as the Library.

**115.02 LIBRARY TRUSTEES.** The Board of Trustees of the Library, hereinafter referred to as the Board, consists of seven resident members. All members are to be appointed by the Mayor with the approval of the Council.

**115.03 QUALIFICATIONS OF TRUSTEES.** All members of the Board shall be bona fide citizens and residents of the City. Members shall be over the age of eighteen (18) years.

**115.04 ORGANIZATION OF THE BOARD.** The organization of the Board shall be as follows:

1. Term of Office. All appointments to the Board shall be for six years, except to fill vacancies. Each term shall commence on July 1. Appointments shall be made every two years of one-third the total number or as near as possible, to stagger the terms.
2. Vacancies. The position of any Trustee shall be vacated if such member moves permanently from the City and shall be deemed vacated if such member is absent from six (6) consecutive regular meetings of the Board, except in the case of sickness or temporary absence from the City. Vacancies on the Board shall be filled in the same manner as an original appointment except that the new Trustee shall fill out the unexpired term for which the appointment is made.
3. Compensation. Trustees shall receive no compensation for their services.

**115.05 POWERS AND DUTIES.** The Board shall have and exercise the following powers and duties:

1. Officers. To meet and elect from its members a President, a Secretary, and such other officers as it deems necessary.
2. Physical Plant. To have charge, control and supervision of the Library, its appurtenances, fixtures and rooms containing the same.
3. Charge of Affairs. To direct and control all affairs of the Library.
4. Hiring of Personnel. To employ a Library Director, and authorize the Library Director to employ such assistants and employees as may be necessary for the proper

management of the Library, and fix their compensation; provided, however, that prior to such employment, the compensation of the Library Director, assistants and employees shall have been fixed and approved by a majority of the members of the Board voting in favor thereof.

5. Removal of Personnel. To remove the Library Director, by a two-thirds vote of the Board, and provide procedures for the removal of the assistants or employees for misdemeanor, incompetence or inattention to duty, subject however, to the provisions of Chapter 35C of the *Code of Iowa*.

6. Purchases. To select, or authorize the Library Director to select, and make purchases of books, pamphlets, magazines, periodicals, papers, maps, journals, other Library materials, furniture, fixtures, stationery and supplies for the Library within budgetary limits set by the Board.

7. Use by Nonresidents. To authorize the use of the Library by nonresidents and to fix charges therefor unless a contract for free service exists.

8. Rules and Regulations. To make and adopt, amend, modify or repeal rules and regulations, not inconsistent with this Code of Ordinances and the law, for the care, use, government and management of the Library and the business of the Board, fixing and enforcing penalties for violations.

9. Expenditures. To have exclusive control of the expenditure of all funds allocated for Library purposes by the Council, and of all moneys available by gift or otherwise for the erection of Library buildings, and of all other moneys belonging to the Library including fines and rentals collected under the rules of the Board.

10. Gifts. To accept gifts of real property, personal property, or mixed property, and devises and bequests, including trust funds; to take the title to said property in the name of the Library; to execute deeds and bills of sale for the conveyance of said property; and to expend the funds received by them from such gifts, for the improvement of the Library.

11. Enforce the Performance of Conditions on Gifts. To enforce the performance of conditions on gifts, donations, devises and bequests accepted by the City by action against the Council.

*(Code of Iowa, Ch. 661)*

12. Record of Proceedings. To keep a record of its proceedings.

13. County Historical Association. To have authority to make agreements with the local County historical association where such exists, and to set apart the necessary room and to care for such articles as may come into the possession of the association. The Trustees are further authorized to purchase necessary receptacles and materials for the preservation and protection of such articles as are in their judgment of a historical and educational nature and pay for the same out of funds allocated for Library purposes.

**115.06 CONTRACTING WITH OTHER LIBRARIES.** The Board has power to contract with other libraries in accordance with the following:

1. Contracting. The Board may contract with any other boards of trustees of free public libraries, with any other city, school corporation, private or semiprivate

organization, institution of higher learning, township, or County, or with the trustees of any County library district for the use of the Library by their respective residents.

*(Code of Iowa, Sec. 392.5 & Ch. 28E)*

2. Termination. Such a contract may be terminated at any time by mutual consent of the contracting parties. It also may be terminated by a majority vote of the electors represented by either of the contracting parties. Such a termination proposition shall be submitted to the electors by the governing body of a contracting party on a written petition of not less than five percent (5%) in number of the electors who voted for governor in the territory of the contracting party at the last general election. The petition must be presented to the governing body not less than forty (40) days before the election. The proposition may be submitted at any election provided by law that is held in the territory of the party seeking to terminate the contract.

**115.07 NONRESIDENT USE.** The Board may authorize the use of the Library by persons not residents of the City or County in any one or more of the following ways:

1. Lending. By lending the books or other materials of the Library to nonresidents on the same terms and conditions as to residents of the City, or County, or upon payment of a special nonresident Library fee.
2. Depository. By establishing depositories of Library books or other materials to be loaned to nonresidents.
3. Bookmobiles. By establishing bookmobiles or a traveling library so that books or other Library materials may be loaned to nonresidents.
4. Branch Library. By establishing branch libraries for lending books or other Library materials to nonresidents.

**115.08 EXPENDITURES.** All money appropriated by the Council for the operation and maintenance of the Library shall be set aside in an account for the Library. Expenditures shall be paid for only on orders of the Board, signed by its President and Secretary.

*(Code of Iowa, Sec. 384.20 & 392.5)*

**115.09 ANNUAL REPORT.** The Board shall make a report to the Council immediately after the close of the fiscal year. This report shall contain statements as to the condition of the Library, the number of books added, the number circulated, the amount of fines collected, and the amount of money expended in the maintenance of the Library during the year, together with such further information as may be required by the Council.

**115.10 INJURY TO BOOKS OR PROPERTY.** It is unlawful for a person willfully, maliciously or wantonly to tear, deface, mutilate, injure or destroy, in whole or in part, any newspaper, periodical, book, map, pamphlet, chart, picture or other property belonging to the Library or reading room.

*(Code of Iowa, Sec. 716.1)*

**115.11 THEFT.** No person shall take possession or control of property of the Library with the intent to deprive the Library thereof.

*(Code of Iowa, Sec. 714.1)*



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

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Nathan J. Overberg  
515.246.0329  
noverberg@ahlerslaw.com

January 10, 2024

***Letter, agenda items and resolution sent via e-mail***

Jackie Carl  
City of Carter Lake  
City Clerk  
950 Locust St.  
Carter Lake, IA 51510

RE: City of Carter Lake - Development Agreement with 10705 South 147th Street, LLC d/b/a Lavigne Enterprises and Patriot Custom Metals, LLC d/b/a PalmSHIELD - Public Hearing and Adoption of Development Agreement (January 22, 2024)

Dear Jackie:

Enclosed please find suggested proceedings to be acted upon by the City Council on the date fixed for the hearing on the proposal to enter into a Development Agreement with 10705 South 147th Street, LLC d/b/a Lavigne Enterprises and Patriot Custom Metals, LLC d/b/a PalmSHIELD.

The proceedings are prepared to show as a first step the holding of a public hearing for the receiving of any oral or written objections from any resident or property owner to the proposed action of the City Council. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered and the Council has considered the factors listed in Chapters 403 and 15A, Code of Iowa, if the City Council decides not to abandon the proposal, a form of resolution follows that should be introduced and adopted, entitled Resolution Approving and Authorizing Execution of a Development Agreement by and among the City of Carter Lake, 10705 South 147th Street, LLC d/b/a Lavigne Enterprises, and Patriot Custom Metals, LLC d/b/a PalmSHIELD.

Please note the following:

- These proceedings assume the Notice of Public Hearing previously sent was published according to the instructions in the letter or e-mail accompanying that notice. Please fax or scan a copy of the newspaper's publication of the notice to us on the day it is published (if convenient).

- We understand the Developer and Employer have signed the Agreement and returned the original to your attention.
- After the City Council approves the Agreement and the Agreement is signed on behalf of the City, fill in the date of the Agreement (the date of the City's execution) on the first page **and other pages in the Exhibits.**
- Once the Agreement has been fully executed by both parties, the Memorandum of Agreement (Exhibit D) has been prepared to be recorded with the Pottawattamie Recorder, in lieu of recording the entire Agreement. (Note: The purpose of the Memorandum of Agreement is to have a shorter document to record in the County Recorder's office, while still creating a record of the Agreement's existence). The County Recorder's Cover Sheet to use in recording the Memorandum of Agreement is included as the first page of Exhibit D.
- The Certificate of Completion (Exhibit C) should NOT be signed at this time. It will be signed if requested by the Developer following completion of construction of the Qualifying Improvements (but only if the City is satisfied that the Developer and Employer have completed all terms and conditions of the Agreement related to completing the Minimum Improvements). See Section 3.3 of the Agreement for additional terms regarding the Certificate of Completion.
- The Minimum Assessment Agreement (Exhibit F) should be signed by all parties **(including the Assessor)** at the same time as the Development Agreement is signed. You should assure yourself that all current lienholders sign the Minimum Assessment Agreement as well. The Minimum Assessment Agreement provides that the Developer will provide the City with a title opinion or title search certificate/report showing all current lienholders as of the date of the Minimum Assessment Agreement being signed. You should ask the Developer to provide this documentation and then you should review (or have the City Attorney review) it, in order to identify all lienholders that need to execute the lienholder's consent page of the Minimum Assessment Agreement. Once the Minimum Assessment Agreement has been fully executed, it must be recorded in the County Recorder's office. We have included a County Recorder's Cover Sheet (on the first page of the Exhibit) to assist you in recording the Minimum Assessment Agreement. The Minimum Assessment Agreement states that the City shall pay the costs of recording.
- We recommend that the City calendar a date after the Project's completion to confirm that the county assessor records on the parcel(s) involved show that the Development Property Project and/or Minimum Assessment Agreement has the required assessment value by the date required in the Development Agreement.
- If you need assistance with recording the Memorandum of Agreement or the Minimum Assessment Agreement, please notify us. We have the capability to record these documents on your behalf, but you would need to mail an original-signed physical copy to our office. Let us know if you have any questions or concerns about recording the Memorandum of Agreement or the Minimum Assessment Agreement.



- We recommend setting an annual reminder for October 1 of each year to be sure you receive the Annual Certification from the Developer and the Employer (required by Section 6.7 of the Agreement to be submitted by Developer and the Employer to the City on or before each October 15). Exhibit E is the form of Annual Certification that the Developer and Employer must file with the City by each October 15.
- You will want to timely include the obligations in this Agreement (the payment of Economic Development Grants) in your TIF debt certification to the County Auditor, pursuant to the timing indicated by the Agreement's terms regarding payment of Grants. The anticipated timing of the first TIF debt certification to make the Economic Development Grant payments is indicated in Article VIII of the Agreement. Please feel free to contact us regarding the timing of that debt certification, if you have any questions.
- **POTENTIAL FINANCIAL REPORTING OBLIGATION:** Immediately following execution of the Agreement, determine whether amended S.E.C. Rule 15c2-12 requires disclosure of the Agreement as a material Financial Obligation (as defined in the Rule). If such a filing is necessary, it would need to be made within 10 business days following execution of the Agreement. Your Bond Counsel and/or Disclosure Counsel, if any, may be able to assist in this analysis.
- **Remember to keep track of the amount of TIF funds authorized for general development agreement urban renewal projects in the applicable Urban Renewal Plan, as most recently amended.** The incentives in this Agreement (planned to be provided using TIF) will reduce the "balance" of the amount authorized for general development agreement urban renewal projects by the amount of TIF-financed incentives in this Agreement. When the "balance" of the amount of TIF funds authorized for general development agreement projects under the applicable Urban Renewal Plan gets close to zero, we recommend amending the Plan to authorize additional TIF funds for new development agreements.
- Please return the Transcript Documentation (listed on the attached checklist) to us within 2 weeks of the public hearing. You may return scanned copies of the documents by email, so long as all aspects of the documents are visible in the scanned copy.

If you have any questions, please do not hesitate to contact our office.

Very truly yours,

AHLERS & COONEY, P.C.



Nathan J. Overberg

NJO: mp

Enclosures:     Agenda Items with Important Instructions; Authorizing Resolution (starts on page 1)

**TRANSCRIPT DOCUMENTATION TO BE PROVIDED BY THE CITY FOR  
PROCEEDINGS APPROVING A DEVELOPMENT AGREEMENT**

**Bolded documents** are enclosed with this letter.

- ☐ Complete and return the **Authorizing Resolution**. Retain the original in your file and send us a copy for our transcript.
- ☐ Complete and return Minutes of the Meeting (December 18, 2023 and January 22, 2024).
- ☐ Complete the Certificate of Publisher's Affidavit of Publication (sent previously) and ensure that a copy of the Publisher's Affidavit has been attached. Retain the original and send us a copy for our transcript.
- ☐ Once the signatures have been obtained and the date(s) filled in on the Agreement, and on all Exhibits to the Agreement that were directed to be executed at this time, retain the original Agreement in your file. Send us a copy for our transcript (include all Exhibits).
- ☐ Once the signatures have been obtained and the date filled in on the Memorandum of Agreement, retain the original (after recording it). Send us a copy of the recorded Memorandum of Agreement (stamped with recording location information on the Recorder Cover Sheet or recording header).
- ☐ Once the signatures have been obtained (**parties, assessor, current lienholder**) and the date filled in on the Minimum Assessment Agreement, retain the original (after recording it). The Recorder requires the County Recorder's Cover Sheet (attached to the Agreement) before the Agreement can be recorded. Send us a copy of the Minimum Assessment Agreement, showing that it has been recorded at the book and page location in the Recorder's records.
- ☐ **IMMEDIATELY FOLLOWING EXECUTION OF THE AGREEMENT,** determine whether amended S.E.C. Rule 15c2-12 requires disclosure of the Agreement as a material Financial Obligation (as defined in the Rule). If such a filing is necessary, it would need to be made within 10 business days following execution of the Agreement. Your Bond Counsel and/or Disclosure Counsel, if any, may be able to assist in this analysis.
- ☐ You should keep your original files in a safe place to refer to in case of questions in the future.

## **ITEMS TO INCLUDE ON AGENDA**

### **CITY OF CARTER LAKE, IOWA**

January 22, 2024

7:00 P.M.

Carter Lake Amended and Restated Urban Renewal Plan #5

- Public hearing on the proposal to enter into a Development Agreement with 10705 South 147th Street, LLC d/b/a Lavigne Enterprises and Patriot Custom Metals, LLC d/b/a PalmSHIELD.
- Resolution approving and authorizing execution of a Development Agreement by and among the City of Carter Lake, 10705 South 147th Street, LLC d/b/a Lavigne Enterprises, and Patriot Custom Metals, LLC d/b/a PalmSHIELD.

### **IMPORTANT INFORMATION**

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

January 22, 2024

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

\_\_\_\_\_

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

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

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and among the City of Carter Lake, 10705 South 147th Street, LLC d/b/a Lavigne Enterprises, and Patriot Custom Metals, LLC d/b/a PalmSHIELD, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

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

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

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

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF CARTER LAKE, 10705 SOUTH 147TH STREET, LLC D/B/A LAVIGNE ENTERPRISES, AND PATRIOT CUSTOM METALS, LLC D/B/A PALMSHEILD", and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at this place.

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

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

\_\_\_\_\_

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

Whereupon, the Mayor declared the measure duly adopted.

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

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
AMONG THE CITY OF CARTER LAKE, 10705 SOUTH 147TH  
STREET, LLC D/B/A LAVIGNE ENTERPRISES, AND  
PATRIOT CUSTOM METALS, LLC D/B/A PALMSHIELD

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

WHEREAS, the Plan has subsequently been amended, lastly by Amendment No. 3 to the Plan adopted on November 21, 2016; and

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

WHEREAS, the City has received a proposal from 10705 South 147th Street, LLC d/b/a Lavigne Enterprises (the "Developer") and Patriot Custom Metals, LLC d/b/a PalmSHIELD (the "Employer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City, the Developer, and the Employer, pursuant to which, among other things, the Developer would agree to construct certain Required Improvements (as defined in the Agreement), and contemplates that the Development may construct certain Additional Improvements (as defined in the Agreement), on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"); and

WHEREAS, the Agreement provides that the Qualifying Improvements shall include: (1) the renovation of a 60,000 square foot Existing Building to include paving, building renovations, and screening/storage space (collectively, the "Required Improvements"); (2) the construction of a new 30,000 square foot building (the "Phase I Additional Improvements"); and (3) construction of a second new 30,000 square foot building (the "Phase II Additional Improvements"); and

WHEREAS, the Agreement further proposes that the City will make up to ten (10) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Qualifying Improvements, the cumulative total for all such payments not to exceed the lesser of \$500,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the maximum cumulative total of Economic Development Grants would increase to \$1,000,000 if all of the Qualifying Improvements are timely completed; and



WHEREAS, the Agreement also proposes that Developer, the Employer, and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$3,000,000; and

WHEREAS, one of the obligations of the Employer relates to employment retention and/or creation; and

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

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

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

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

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

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

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

PASSED AND APPROVED this 22<sup>nd</sup> day of January, 2024.

---

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 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 \_\_\_\_\_, 2024.

City Clerk, City of Carter Lake, State of Iowa

(SEAL)

AGREEMENT FOR PRIVATE DEVELOPMENT

by and among

CITY OF CARTER LAKE, IOWA,

10705 SOUTH 147<sup>TH</sup> STREET, LLC  
D/B/A LAVIGNE ENTERPRISES,

AND

PATRIOT CUSTOM METALS, LLC  
D/B/A PALMSHIELD

\_\_\_\_\_, 2024

AGREEMENT  
FOR  
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF CARTER LAKE, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (“Urban Renewal Act”); PATRIOT CUSTOM METALS, LLC D/B/A PALMSHIELD, an Iowa limited liability company having offices for the transaction of business at 300 E. Locust Street, Carter Lake, Iowa 51510 (“Employer”); and 10705 SOUTH 147<sup>TH</sup> STREET, LLC D/B/A LAVIGNE ENTERPRISES, a Nebraska limited liability company having offices for the transaction of business at 12330 Cary Circle, La Vista, Nebraska, 68128 (“Developer”). The City, Employer, and Developer are Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Carter Lake Urban Renewal Area #5 (the “Urban Renewal Area”), which is described in the Amended and Restated Urban Renewal Plan, as amended (“Urban Renewal Plan”); and

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

WHEREAS, the Developer owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (“Development Property”); and

WHEREAS, Developer intends to cause certain improvements (the “Qualifying Improvements,” as defined herein) to be constructed on the Development Property, and Employer will thereafter cause the same to be operated in accordance with this Agreement, including the creation and retention of jobs in such operations by Employer; and

WHEREAS, the City is willing to provide certain incentives to Developer in consideration for Developer and Employer’s obligations under this Agreement, all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

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

## ARTICLE I. DEFINITIONS

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

10705 South 147<sup>th</sup> Street, LLC TIF Account means a separate account within the Carter Lake Urban Renewal Area #5 Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Qualifying Improvements and Development Property under the provisions of Section 403.19 of the Code and the Ordinance.

Additional Improvements means the Phase I and II Additional Improvements described in Exhibit B to be constructed by Developer on the Development Property at the discretion of the Developer.

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

Assessor means the assessor of Pottawattamie County, Iowa.

Base Value means the assessed value of the Development Property and Existing Buildings as of January 1, 2023, which value is \$2,047,600.

Carter Lake Urban Renewal Area #5 Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code, as amended, and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, or other obligations issued under the authority of Section 403.9 or 403.12 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

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

Code means the Code of Iowa, 2023, as amended.

Commencement Date means the date of this Agreement, which shall be the date the last Party signs the Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector of the City as required by applicable City codes.

Developer means 10705 South 147<sup>th</sup> Street, LLC d/b/a Lavigne Enterprises, a Nebraska limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Carter Lake Urban Renewal Area #5 described in Exhibit A.

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

Employer means Patriot Custom Metals, LLC d/b/a PalmSHIELD, an Iowa limited liability company, and its permitted successors and assigns.

Event of Default means any of the events described in Section 10.1 of this Agreement that have continued beyond applicable notice and cure periods.

Existing Buildings means the existing structures and parking on the Development Property as of the Commencement Date.

Full-Time Equivalent Job means the employment of one natural person for:

1. 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations, and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations, and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

Indemnified Parties means the City and the governing body members, officers, agents, servants and employees thereof.

Minimum Actual Value means the minimum actual value of the Required Improvements on the Development Property (land and improvement value) as set forth in the Minimum Assessment Agreement (Exhibit F).

Minimum Assessment Agreement means an agreement establishing a minimum assessed value for the Required Improvements on the Development Property as authorized by Iowa Code Section 403.6(19) and as described in Section 3.4 of this Agreement.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer or Employer under a policy or policies of insurance required to be provided and maintained by the Developer or Employer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinance(s) of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Carter Lake Urban Renewal Area #5 Tax Increment Revenue Fund.

Project means the construction and operation of the Qualifying Improvements on the Development Property and the creation and retention of jobs in such operations, as described in this Agreement.

Qualifying Improvements means the Required Improvements and the Additional Improvements more particularly described in Exhibit B to this Agreement.

Required Improvements means the improvements to the Existing Buildings described in Exhibit B.

Tax Increments means the property tax revenues on that portion of the assessed value of the Qualifying Improvements and Development Property above the Base Value that are divided and made available to the City for deposit in the 10705 South 147<sup>th</sup> Street, LLC TIF Account of the Carter Lake Urban Renewal Area #5 Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, pandemics or other declared public health emergencies, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City, with respect to a City-claimed delay). Notwithstanding the foregoing, each Party acknowledges and agrees that it is entering into this Agreement and committing to perform its respective obligations with an awareness of circumstances existing as of the Commencement Date, that could cause delays in carrying out obligations under this Agreement, the continuation of which the Parties agree will not be deemed an Unreasonable Delay absent changes in circumstances that aggravate a delay or occurrence of events beyond the Parties' reasonable control which would independently meet the definition of an Unavoidable Delay.

Urban Renewal Area means the area known as the Carter Lake Urban Renewal Area #5.



Urban Renewal Plan means the Amended and Restated Urban Renewal Plan, as may be amended from time to time, approved with respect to the Carter Lake Urban Renewal Area #5, described in the preambles hereof.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

Section 2.2. Representations and Warranties of Developer and Employer. Developer and Employer make the following representations and warranties:

a. 10705 South 147<sup>th</sup> Street, LLC is a Nebraska limited liability company, duly organized and validly existing under the laws of the State of Nebraska, and registered to do business in the State of Iowa, and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. Patriot Custom Metals, LLC is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, and registered to do business in the State of Iowa, and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

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

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

e. There are no actions, suits, or proceedings pending or threatened against or affecting Developer or Employer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer or Employer, or which in any manner raises any questions affecting the validity of the Agreement or Developer or Employer's ability to perform their respective obligations under this Agreement.

f. Developer will cause the Qualifying Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

g. Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Qualifying Improvements may be lawfully constructed.

h. The construction of the Qualifying Improvements is expected to result in an investment of not less than \$8,650,000.

i. Neither Developer nor Employer has received any notice from any local, State, or federal official that the activities of Developer or Employer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Neither Developer nor Employer is currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer and Employer are not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

j. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Required Improvements in accordance with the terms of this Agreement.

k. Developer and Employer will reasonably cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Qualifying Improvements.

l. Developer expects that, barring Unavoidable Delays, the Required Improvements will be completed by December 31, 2023.

m. Developer and Employer would not undertake their respective obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

n. Employer will occupy the Qualifying Improvements on the Development Property and operate its business therein until at least the Termination Date.

### ARTICLE III. CONSTRUCTION OF REQUIRED IMPROVEMENTS

Section 3.1. Construction of Required Improvements. Developer agrees that the scope and scale of the Required Improvements to be constructed shall not be materially less than the scope and scale of the Required Improvements as detailed and outlined in this Agreement. The Developer agrees to complete the Required Improvements in accordance with all applicable federal, State, and local laws, ordinances, rules, and regulations, and permit requirements. Developer shall cause Construction Plans to be provided for the Required Improvements, which shall be subject to approval by City's building official and/or economic development staff as provided in this Section 3.1. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. City's building official shall approve the Construction Plans in writing and issue all required permits if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Required Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.1 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Required Improvements as constructed. All work with respect to the Required Improvements shall

be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Required Improvements to inspect such construction and the progress thereof.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Required Improvements to be undertaken and completed: (i) by no later than December 31, 2023; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 3.3. Certificate of Completion. Upon written request of Developer after its receipt of a certificate of occupancy for the Required Improvements, the City will inspect the Required Improvements and, if the Required Improvements have been completed in accordance with this Agreement, then the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Required Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.3, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Required Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.3 is solely for the purposes of this Agreement and shall not constitute approval for any other City purpose, nor shall it subject the City to any liability for the Development Property or the Required Improvements as constructed.

Section 3.4 Minimum Assessment Agreement. As further consideration for this Agreement, Developer, Employer, and the City shall execute an agreement substantially in the form of Exhibit F, pursuant to the provisions of Iowa Code Section 403.6(19), whereby Developer shall agree to a minimum actual value for the Required Improvements on the Development Property for the purpose of calculating real property taxes (the "Assessment Agreement" or "Minimum Assessment Agreement") through the Assessment Termination Date (as set in the Minimum Assessment Agreement). Specifically, Developer, Employer, the holder of any mortgage, and all prior lienholders shall agree to a minimum actual value for the Required Improvements on the Development Property (land and building/improvement value) of not less

than value set forth in Exhibit F (the “Assessor’s Minimum Actual Value”), before rollback. Nothing in the Assessment Agreement shall:

- i. limit the discretion of the Assessor for the County to assign an actual value to the buildings on the Development Property in excess of the Assessor’s Minimum Actual Value; or
- ii. prohibit Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such actual value for property tax purposes, provided, however, that Developer shall not seek a reduction of such actual value below the Assessor’s Minimum Actual Value.

The Assessment Agreement must be certified by the County Assessor, as provided for in Iowa Code Section 403.6(19), and be filed for record in the office of the County Recorder. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or any part thereof, whether voluntary or involuntary. The Assessment Agreement will be binding and enforceable in its entirety against any such subsequent encumbrancer or purchaser, as well as all prior lienholders and the holder of a mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

#### ARTICLE IV. ADDITIONAL IMPROVEMENTS

Section 4.1. Construction of Additional Improvements. The Developer agrees that any Additional Improvements constructed by Developer on the Development Property will be constructed on the Development Property in conformance with the Construction Plans submitted to, and approved by, the City. The Developer agrees that the scope and scale of the Additional Improvements to be constructed shall not be significantly less than the scope and scale thereof as detailed and outlined in the Construction Plans, as so approved, the construction of which is anticipated to require a total investment of not less than \$8,650,000 if all Additional Improvements are completed.

Section 4.2. Construction Plans. Developer shall cause Construction Plans to be developed for the Additional Improvements, which shall be subject to approval by the City as provided in this Section 4.2, and which approval shall not be unreasonably withheld, conditioned, or delayed. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. The City shall approve the Construction Plans in writing if they: (a) conform to the terms and condition of this Agreement; (b) conform to the terms and conditions of the South Avenue Urban Renewal Plan; (c) conform to all applicable federal, State, and local laws, ordinances, rules, and regulations; (d) shall be adequate for the purposes of this Agreement to provide for the construction of the Additional Improvements; and (e) no Event of Default under the terms of this Agreement has occurred and is continuing beyond applicable notice and cure periods; provided, however, that any such approval of the Construction Plans pursuant to this Section 4.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if

the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Additional Improvements are to be constructed shall be adequate to serve as the Construction Plans for the Additional Improvements, if such site plans are approved by the building official.

Approval of the Construction Plans by City shall not relieve the Developer of any obligation to comply with the remaining terms and provisions of this Agreement, or the provisions of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default. Approval of Construction Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose or subject the City to any liability for the Additional Improvements as constructed.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Additional Improvements to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

#### ARTICLE V. PROPERTY TAXES AND INSURANCE

Section 5.1. Real Property Taxes. Developer, Employer, or their successors, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them pursuant to the provisions of this Agreement. Until Developer or Employer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer or Employer shall be responsible for all assessments and taxes.

Developer, Employer, and their successors, agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

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

Section 5.2. Insurance Requirements. At all times prior to the Termination Date, Developer and Employer shall maintain or cause to be maintained, at their cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as is statutorily required and any additional insurance customarily carried

by like enterprises engaged in like activities of comparable size and liability exposure. Developer and Employer agree to notify the City immediately in the case of damage exceeding \$50,000 in amount to, or destruction of, the Qualifying Improvements or any portion thereof resulting from fire or other casualty. Developer shall forthwith repair, reconstruct, and restore the Qualifying Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. Developer shall complete the repair, reconstruction, and restoration of the Qualifying Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

## ARTICLE VI. FURTHER COVENANTS OF DEVELOPER AND EMPLOYER

Section 6.1. Maintenance of Properties. Developer and Employer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Development Property and Qualifying Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer and Employer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to its business and affairs relating to this Project, and will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer and Employer will comply with all State, federal, and local laws, rules, and regulations relating to the Project.

Section 6.4. Non-Discrimination. In the construction of the Qualifying Improvements and Employer's operations on the Development Property, Developer and Employer shall not discriminate against any applicant, employee, or customer because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer and Employer shall ensure that applicants, employees, and customers are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer and Employer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 6.6. Employment. Employer shall employ at least 55 Full-Time Equivalent Jobs at the Development Property by no later than May 1, 2024 and continuing through at least the Termination Date. The Annual Certifications submitted pursuant to Section 6.7, beginning with the Annual Certification submitted in 2024, shall show that a Monthly Average of the requisite number (as required by Section 6.6) of Full-Time Equivalent Jobs have been employed by Employer at the Development Property from May 1, 2024 through the Termination Date.

“Monthly Average” means the average number of Full-Time Equivalent Jobs employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months (5 months for the first certification in 2024), as shown in the Annual Certification in Section 6.7. Developer and Employer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer and Employer hereunder, a duly authorized officer of Developer and Employer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Qualifying Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Qualifying Improvements and the current assessment; (iii) certification of the number of Full-Time Equivalent Jobs employed at the Development Property by Employer as of October 1 and as of the first day of each of the preceding eleven (11) months (prorated for the first certification); and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer and Employer are not, or were not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2024 and ending on October 15, 2035, both dates inclusive. Developer and Employer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for the form required for the Annual Certification.

Section 6.8. Term of Operation. Employer shall maintain its operations on the Development Property, including the employment of employees as described in Section 6.6, until the Termination Date of this Agreement.

Section 6.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer’s obligations with respect to the construction of the Qualifying Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Required Improvements shall be completed within the time limits set forth herein; (b) the Qualifying Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Qualifying Improvements shall be constructed and completed reasonably free and clear of any mechanic’s liens, materialman’s liens and equitable liens; and (d) all costs of constructing the Qualifying Improvements shall be paid when due.

## ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER



Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer and Employer under this Agreement, Developer and Employer represent and agree that, prior to the Termination Date, Developer and Employer will maintain existence as companies and will not wind up or otherwise dispose of all or substantially all of their assets or transfer, convey, or assign their respective interests in the Development Property, Qualifying Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer or Employer, as applicable, under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

b. In the event that Developer or Employer wishes to assign this Agreement, Developer or Employer and the transferee individual or entity shall request that the City consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer or Employer's obligations under this Agreement. Such transfer shall not be effective unless and until the City consents in writing to an amendment or assignment of this Agreement authorizing the transfer, which consent shall not be unreasonably withheld.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, Employer, or their successors or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Qualifying Improvements from property tax liability. Nor can the Development Property or Qualifying Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer and Employer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer and Employer being and remaining in compliance with the terms of this Agreement, to make up to ten (10) consecutive annual payments of Economic Development Grants to Developer, up to a total amount not to exceed the Maximum Aggregate Amount set forth in Section 8.3, under the following formula and schedule:

a. Assuming the completion of the Required Improvements by December 31, 2023, full assessment of the Required Improvements on January 1, 2024, and debt certification by the City to the Auditor prior to December 1, 2024, the Economic Development Grants shall commence on June 1, 2026 and end on June 1, 2035 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2026	100% of Tax Increments for the Fiscal Year 25-26
June 1, 2027	100% of Tax Increments for the Fiscal Year 26-27
June 1, 2028	100% of Tax Increments for the Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for the Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for the Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for the Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for the Fiscal Year 31-32
June 1, 2033	100% of Tax Increments for the Fiscal Year 32-33
June 1, 2034	100% of Tax Increments for the Fiscal Year 33-34
June 1, 2035	100% of Tax Increments for the Fiscal Year 34-35

b. Each annual payment shall be equal in amount to the above percentages of the applicable Tax Increments collected by City with respect to that portion of the assessed value of the Qualifying Improvements and the Development Property above the Base Value under the terms of the Ordinance and deposited into the 10705 South 147<sup>th</sup> Street, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve (12) month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the “Economic Development Grants”).

Section 8.2. Payment Schedule. After the Required Improvements and Development Property are first fully assessed, if the Annual Certification is timely filed and contains the information required under Section 6.7, then the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion of construction of the Required Improvements by December 31, 2023, and first full assessment on January 1, 2024, if Developer and Employer provides their Annual Certification in October 2024, then the City will certify to the County by December 1, 2024, and the first Economic Development Grant would be paid to Developer on June 1, 2026 (for 100% of the Tax Increment for fiscal year 25-26)).

Section 8.3. Maximum Aggregate Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected over the specified time period, but in no event shall exceed Five Hundred Thousand Dollars (\$500,000) over ten (10) years (“Maximum Aggregate Amount”). However, the Maximum Aggregate Amount may be increased as follows:

- a. If Developer completes (as evidenced by a certificate of occupancy from the City) the Phase I Additional Improvements consistent with the terms of this Agreement by December 31, 2026, then the Maximum Aggregate Amount shall be increased to Seven Hundred and Fifty Thousand Dollars (\$750,000).

- b. If Developer completes (as evidenced by a certificate of occupancy from the City) the Phase II Additional Improvements consistent with the terms of this Agreement by December 31, 2028, then the Maximum Aggregate Amount shall be increased to One Million Dollars (\$1,000,000).
- c. The City makes no guarantee that the Developer will receive the Maximum Aggregate Amount. In no event shall Developer be entitled to receive more than calculated under the formula and schedule set forth in Section 8.1, even if the Aggregate Maximum Amount is not met.

Section 8.4. Limitations. The Economic Development Grants are only for the Qualifying Improvements described in this Agreement and not any additional structures or expansions unrelated to the obligations described herein which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- a. Developer timely completing the Required Improvements consistent with this Agreement; and
- b. Developer and Employer's compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement and the timely payment of real property taxes; and
- c. Developer and Employer's timely filing of the Annual Certification required under Section 6.7 hereof and the Council's approval thereof.

In the event that an Event of Default occurs or any certification filed by Developer and Employer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Article. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer and Employer fully comply with the provisions hereof and Developer becomes entitled thereto, up to the Maximum Aggregate Amount set forth in Section 8.3.

Section 8.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by percentages of incremental property tax revenues attributable to that portion of the assessed value of the Development Property and Qualifying Improvements above the Base Value that are received by the City from the Pottawattamie County Treasurer and that are deposited and held in the 10705 South 147<sup>th</sup> Street, LLC TIF Account of the Carter Lake Urban Renewal Area #5 Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force on the Development Property during the term hereof to the extent allowed by law, and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Qualifying Improvements and allocated to the 10705 South 147<sup>th</sup> Street, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

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

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, the ability to collect Tax Increment is terminated, or the City receives an opinion from its legal counsel to the effect that the use of Tax Increment resulting from the Qualifying Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon any such legal constraint or non-appropriation, the City shall promptly forward notice of the same to Developer and Employer.

If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer and Employer.

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer or Employer with respect to the use thereof.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

a. Developer and Employer release the Indemnified Parties from, covenant and agree that the Indemnified Parties shall not be liable for, and agree to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Qualifying Improvements or Development Property.

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

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer, Employer, or their officers, agents, servants, or employees or any other person who may be about the Qualifying Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

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

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

## ARTICLE X. REMEDIES

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

- a. Failure by Developer to cause the Required Improvements to be constructed or operated pursuant to the terms and conditions of this Agreement;

- b. Transfer of any of Developer or Employer’s interests in the Development Property, Qualifying Improvements, or this Agreement or the assets of Developer or Employer in violation of the provisions of this Agreement;

- c. Failure by Developer or Employer to timely pay ad valorem taxes on the Development Property and Qualifying Improvements;

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

- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

- f. Developer or Employer:

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

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

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

or

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

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

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

a. The City may suspend its performance under this Agreement until it receives assurances from Developer and Employer, deemed adequate by the City, that Developer or Employer, as the case may be, will cure the default and continue performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer or Employer under this Agreement; or

e. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default until Developer or Employer has cured such Event of Default, and if such Event of Default is not cured or incapable of cure, the City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law accruing from the date of the Event of Default. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer. The City may demand such payment at any time following its determination that Developer or Employer is in default under this Agreement, including, but not limited to, if Employer fails to satisfy its employment obligations under Section 6.6 hereof.

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

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

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer shall pay to the City an amount equal to the actual costs incurred by the City in connection with the negotiation, drafting and adoption of this Agreement, including, but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Payment by Developer of such costs shall be made within thirty (30) days of receipt of invoice from the City.

b. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer or Employer herein contained, the Developer and Employer agree that they shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer and Employer warrant that, to their actual knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to 10705 South 147<sup>th</sup> Street, LLC d/b/a Lavigne Enterprises at 12330 Cary Circle, La Vista, Nebraska, 68128, Attn: Todd Lavigne, Manager;
- b. In the case of Employer, is addressed or delivered personally to Patriot Custom Metals, LLC d/b/a PalmSHIELD at 300 E. Locust Street, Carter Lake, Iowa 51510, Attn: Todd Lavigne, Manager; and



- c. In the case of the City, is addressed to or delivered personally to the City at 950 Locust Street, Carter Lake, Iowa 51510, Attn: Jackie Carl, City Clerk;

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

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written, including but not limited to any prior Agreement for Private Development or similar agreement with any third party owner of, or operator at, the Development Property. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2035, unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The Parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

*[Signatures start on the next page]*

CITY OF CARTER LAKE, IOWA

ATTEST:

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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Notary Public in and for the State of Iowa

*[Signature page to Agreement for Private Development – City of Carter Lake, Iowa]*

10705 SOUTH 147<sup>TH</sup> STREET, LLC d/b/a  
Lavigne Enterprises  
a Nebraska limited liability company

By: \_\_\_\_\_  
Todd Lavigne, Manager

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said State, personally appeared Todd Lavigne, to me personally known, who, being by me duly sworn, did say that he is the Manager of 10705 South 147<sup>th</sup> Street, LLC and that said instrument was signed on behalf of said limited liability company; and that the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said state

*[Signature page to Agreement for Private Development – Developer]*

PATRIOT CUSTOM METALS, LLC d/b/a  
PALMSHIELD,  
an Iowa limited liability company

By: \_\_\_\_\_  
Todd Lavigne, Manager

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned, a Notary Public in and for said State, personally appeared Todd Lavigne, to me personally known, who, being by me duly sworn, did say that he is the Manager of Patriot Custom Metals, LLC and that said instrument was signed on behalf of said limited liability company; and that the said Manager as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said state

*[Signature page to Agreement for Private Development – Employer]*

EXHIBIT A  
DEVELOPMENT PROPERTY

The Development Property is described as follows:

Parcel 1: A parcel of land being a part of Lot 9, of Auditor's Subdivision of Government Lot "G", in Section 20, Township 74, Range 44, in the City of Carter Lake, in Pottawattamie County, Iowa, described as follows: Beginning at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45'00" East, 350.36 feet; thence parallel with the Westerly line of said Lot 9, South 03°23'30" West, 572.80 feet, to a point on the present Northerly right-of-way line of Locust Street; thence along said Northerly right-of-way line, North 88°21'21" West, 350.00 feet, to the Southwest corner of said Lot 9; thence along the common line between Lots 8 and 9, North 03°23'30" East, 564.28 feet, to the Point of Beginning.

Parcel 2: A parcel of land in a part of Lot 9 of Government Lot "G" in Section 20, Township 75, Range 44, of the Iowa-Nebraska Boundary, City of Carter Lake, Pottawattamie County, Iowa, described as follows: Commencing at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45'00" East, 350.36 feet to the true point of beginning; thence continuing along said Northerly line, South 89°45'00" East 122.07 feet; thence parallel with the westerly line of said Lot 9, South 3°23'30" West, 575.78 feet to a point on the present Northerly right-of-way line of Locust Street; thence along said right-of-way line, North 88°21'21" West, 121.95 feet to a point 350.00 feet East of the Southwest corner of said Lot 9; thence parallel with said westerly line of Lot 9, North 3°23'30" East, 572.80 feet to the true point of beginning.

Parcel 3: A parcel of land being a part of Lot 9 of Government Lot "G" in Section 20, Township 75, Range 44, of the Iowa-Nebraska Boundary, City of Carter Lake, Pottawattamie County, Iowa, described as follows: Commencing at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45'00" East 472.43 feet, the True Point of Beginning; thence continuing along said Northerly line South 89°45'00" East, 142.48 feet to the Northwest corner of Lot 10 of Government Lot "G"; thence along the boundary of said Lot 10 of the following four (4) courses; 1) South 0°02'36" West, 104.00 feet; 2) South 89°45'00" East, 107.50 feet; 3) South 0°02'36" West, 104.00 feet; 4) South 89°45'00" East, 72.10 feet; thence South 0°28'13" West, 375.52 feet to a point on the Northerly right-of-way line of Locust Street; thence along said Northerly right-of-way line, North 88°21'21" West 353.03 feet to a point 471.95 feet East of the Southwest corner of said Lot 9, thence parallel with the Westerly line of said Lot 9, North 3°23'30" East, 375.78 feet to the True Point of Beginning.

EXHIBIT B  
QUALIFYING IMPROVEMENTS

Required Improvements shall mean the renovation of the 60,000 square foot Existing Building to include paving, building renovations, and screening/storage space.

Additional Improvements shall mean the Phase I and Phase II Additional Improvements as follows:

The Phase I Additional Improvements shall mean the construction of a new 30,000 square foot building on the Development Property substantially as depicted in Exhibit B-1.

The Phase II Additional Improvements shall mean the construction of a second new 30,000 square foot building on the Development Property substantially as depicted in Exhibit B-1.

EXHIBIT B-1  
SITE PLAN AND DEPICTION OF QUALIFYING IMPROVEMENTS

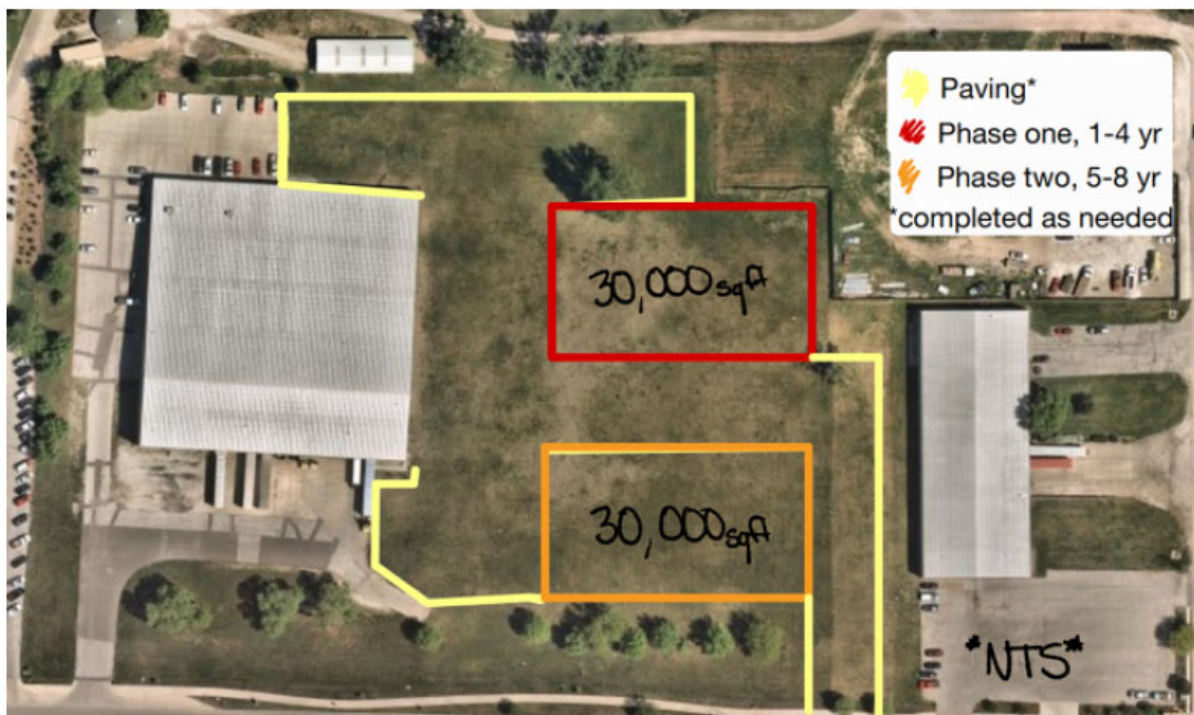
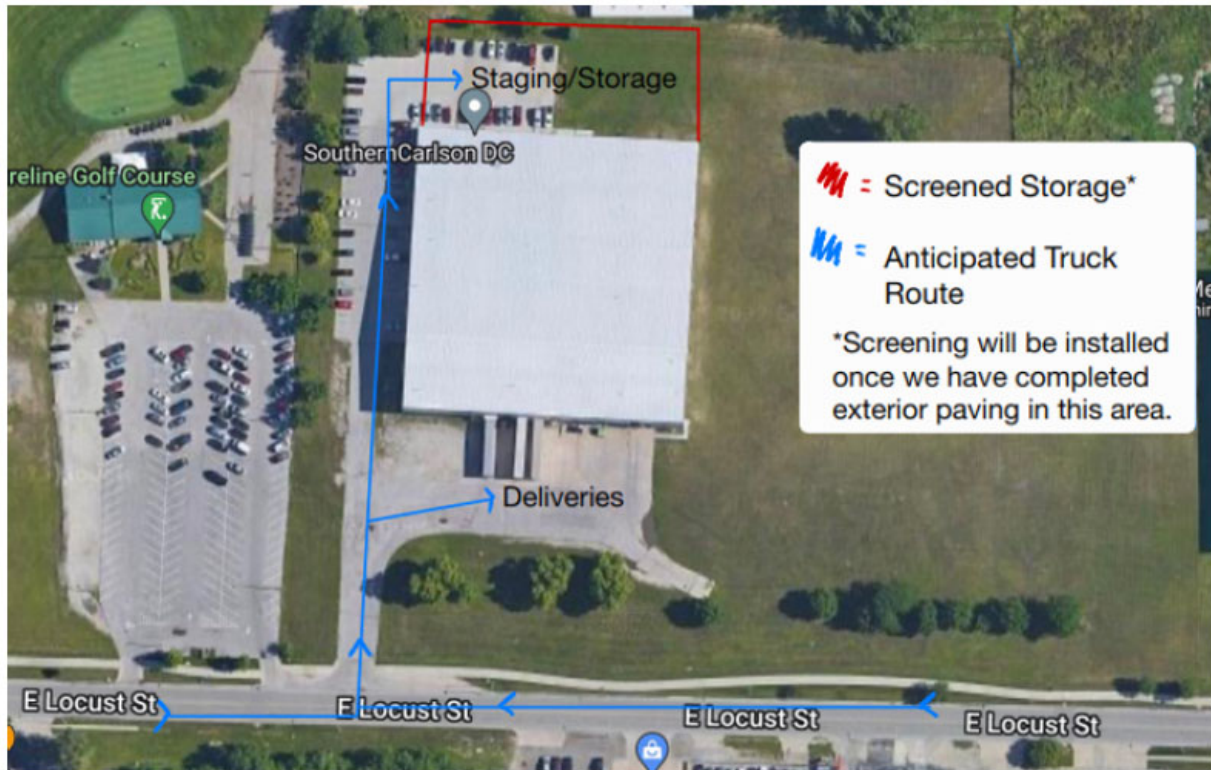




EXHIBIT C  
CERTIFICATE OF COMPLETION  
QUALIFYING IMPROVEMENTS

WHEREAS, the City of Carter Lake, Iowa (the “City”), Patriot Custom Metal, LLC d/b/a/ PalmSHIELD (the “Employer”), and 10705 South 147<sup>th</sup> Street, LLC d/b/a Lavigne Enterprises (the “Developer”) did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2024, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby the Developer and Employer agreed, in accordance with the terms of the Agreement, to develop and operate certain real property located within the City and as more particularly described as follows:

Parcel 1: A parcel of land being a part of Lot 9, of Auditor’s Subdivision of Government Lot “G”, in Section 20, Township 74, Range 44, in the City of Carter Lake, in Pottawattamie County, Iowa, described as follows: Beginning at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45’00” East, 350.36 feet; thence parallel with the Westerly line of said Lot 9, South 03°23’30” West, 572.80 feet, to a point on the present Northerly right-of-way line of Locust Street; thence along said Northerly right-of-way line, North 88°21’21” West, 350.00 feet, to the Southwest corner of said Lot 9; thence along the common line between Lots 8 and 9, North 03°23’30” East, 564.28 feet, to the Point of Beginning.

Parcel 2: A parcel of land in a part of Lot 9 of Government Lot “G” in Section 20, Township 75, Range 44, of the Iowa-Nebraska Boundary, City of Carter Lake, Pottawattamie County, Iowa, described as follows: Commencing at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45’00” East, 350.36 feet to the true point of beginning; thence continuing along said Northerly line, South 89°45’00” East 122.07 feet; thence parallel with the westerly line of said Lot 9, South 3°23’30” West, 575.78 feet to a point on the present Northerly right-of-way line of Locust Street; thence along said right-of-way line, North 88°21’21” West, 121.95 feet to a point 350.00 feet East of the Southwest corner of said Lot 9; thence parallel with said westerly line of Lot 9, North 3°23’30” East, 572.80 feet to the true point of beginning.

Parcel 3: A parcel of land being a part of Lot 9 of Government Lot “G” in Section 20, Township 75, Range 44, of the Iowa-Nebraska Boundary, City of Carter Lake, Pottawattamie County, Iowa, described as follows: Commencing at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45’00” East 472.43 feet, the True Point of Beginning; thence continuing along said Northerly line South 89°45’00” East, 142.48 feet to the Northwest corner of Lot 10 of Government Lot “G”; thence along the boundary of said Lot 10 of the following four (4) courses; 1) South 0°02’36” West, 104.00 feet; 2) South 89°45’00” East, 107.50 feet; 3) South 0°02’36” West, 104.00 feet; 4) South 89°45’00” East, 72.10 feet; thence South 0°28’13” West, 375.52 feet to a point on the Northerly right-of-way line of Locust Street; thence along said Northerly right-of-way line, North

88°21'21" West 353.03 feet to a point 471.95 feet East of the Southwest corner of said Lot 9, thence parallel with the Westerly line of said Lot 9, North 3°23'30" East, 375.78 feet to the True Point of Beginning.

(the "Development Property"); and

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

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

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

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

*[Remainder of page intentionally left blank; signature pages follow]*

(SEAL)

CITY OF CARTER LAKE, IOWA

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carter Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Certificate of Completion - City of Carter Lake, Iowa]*

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611  
Return to: City Clerk, City of Carter Lake, 950 Locust St. Carter Lake, IA 51510

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EXHIBIT D  
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carter Lake, Iowa (the “City”), Patriot Custom Metals, LLC d/b/a PalmSHIELD (the “Employer”), and 10705 South 147<sup>th</sup> Street, LLC d/b/a Lavigne Enterprises (the “Developer”) did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2024, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer and Employer agreed, in accordance with the terms of the Agreement and the Amended and Restated Urban Renewal Plan (the “Plan”), to develop and operate certain real property located within the City and within the Carter Lake Urban Renewal Area #5, more particularly described as follows:

Parcel 1: A parcel of land being a part of Lot 9, of Auditor’s Subdivision of Government Lot “G”, in Section 20, Township 74, Range 44, in the City of Carter Lake, in Pottawattamie County, Iowa, described as follows: Beginning at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45’00” East, 350.36 feet; thence parallel with the Westerly line of said Lot 9, South 03°23’30” West, 572.80 feet, to a point on the present Northerly right-of-way line of Locust Street; thence along said Northerly right-of-way line, North 88°21’21” West, 350.00 feet, to the Southwest corner of said Lot 9; thence along the common line between Lots 8 and 9, North 03°23’30” East, 564.28 feet, to the Point of Beginning.

Parcel 2: A parcel of land in a part of Lot 9 of Government Lot “G” in Section 20, Township 75, Range 44, of the Iowa-Nebraska Boundary, City of Carter Lake, Pottawattamie County, Iowa, described as follows: Commencing at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45’00” East, 350.36 feet to the true point of beginning; thence continuing along said Northerly line, South 89°45’00” East 122.07 feet; thence parallel with the westerly line of said Lot 9, South 3°23’30” West, 575.78 feet to a point on the present Northerly right-of-way line of Locust Street; thence along said right-of-way line, North 88°21’21” West, 121.95 feet to a point 350.00 feet East of the Southwest corner of said Lot 9; thence parallel with said westerly line of Lot 9, North 3°23’30” East, 572.80 feet to the true point of beginning.

Parcel 3: A parcel of land being a part of Lot 9 of Government Lot "G" in Section 20, Township 75, Range 44, of the Iowa-Nebraska Boundary, City of Carter Lake, Pottawattamie County, Iowa, described as follows: Commencing at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45'00" East 472.43 feet, the True Point of Beginning; thence continuing along said Northerly line South 89°45'00" East, 142.48 feet to the Northwest corner of Lot 10 of Government Lot "G"; thence along the boundary of said Lot 10 of the following four (4) courses; 1) South 0°02'36" West, 104.00 feet; 2) South 89°45'00" East, 107.50 feet; 3) South 0°02'36" West, 104.00 feet; 4) South 89°45'00" East, 72.10 feet; thence South 0°28'13" West, 375.52 feet to a point on the Northerly right-of-way line of Locust Street; thence along said Northerly right-of-way line, North 88°21'21" West 353.03 feet to a point 471.95 feet East of the Southwest corner of said Lot 9, thence parallel with the Westerly line of said Lot 9, North 3°23'30" East, 375.78 feet to the True Point of Beginning.

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the date of this Memorandum and terminates on December 31, 2035, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

*[Signatures Start on Next Page]*

CITY OF CARTER LAKE, IOWA

ATTEST:

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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Notary Public in and for the State of Iowa

*[Signature page to Memorandum of Agreement for City of Carter Lake]*

10705 SOUTH 147<sup>TH</sup> STREET, LLC d/b/a  
Lavigne Enterprises  
a Nebraska limited liability company

By: \_\_\_\_\_  
Todd Lavigne, Manager

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said State, personally appeared Todd Lavigne, to me personally known, who, being by me duly sworn, did say that he is the Manager of 10705 South 147<sup>th</sup> Street, LLC and that said instrument was signed on behalf of said limited liability company; and that the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said state

*[Signature page to Memorandum of Agreement for Developer]*

PATRIOT CUSTOM METALS, LLC d/b/a  
PALMSHIELD,  
an Iowa limited liability company

By: \_\_\_\_\_  
Todd Lavigne, Manager

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said State, personally appeared Todd Lavigne, to me personally known, who, being by me duly sworn, did say that he is the Manager of Patriot Custom Metals, LLC and that said instrument was signed on behalf of said limited liability company; and that the said Manager as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said state

*[Signature page to Memorandum of Agreement for Employer]*



EXHIBIT E  
ANNUAL CERTIFICATION

(due by October 15th as required under terms of Development Agreement)

Developer and Employer certify that, during the time period covered by this Certification, the Developer and Employer are and were in compliance with the Agreement as follows:

(i) all ad valorem taxes on the Development Property in the Carter Lake Urban Renewal Area #5 have been paid for the prior fiscal year (and for the current year, if due) and attached to this Developer Annual Certification are proof of payment of said taxes;

(ii) the Required Improvements were first fully assessed on January 1, 20\_\_, at a full assessment value of \$\_\_\_\_\_; the Phase 1 Additional Improvements were first fully assessed on January 1, 20\_\_, at a full assessment value of \$\_\_\_\_\_; the Phase 2 Additional Improvements were first fully assessed on January 1, 20\_\_, at a full assessment value of \$\_\_\_\_\_; and the Development Property is currently assessed at \$\_\_\_\_\_;

(iii) the number of Full-Time Equivalent Jobs employed at the Qualifying Improvements by Employer as of October 1, 20\_\_ and as of the first day of each of the preceding eleven (11) months were as follows:

October 1, 20\_\_: \_\_\_\_\_  
September 1, 20\_\_: \_\_\_\_\_  
August 1, 20\_\_: \_\_\_\_\_  
July 1, 20\_\_: \_\_\_\_\_  
June 1, 20\_\_: \_\_\_\_\_  
May 1, 20\_\_: \_\_\_\_\_

April 1, 20\_\_: \_\_\_\_\_  
March 1, 20\_\_: \_\_\_\_\_  
February 1, 20\_\_: \_\_\_\_\_  
January 1, 20\_\_: \_\_\_\_\_  
December 1, 20\_\_: \_\_\_\_\_  
November 1, 20\_\_: \_\_\_\_\_

(iv) the undersigned officers of Developer and Employer have re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer and Employer are not, or were not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if the signers are aware of any such Event of Default, said officers have disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

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

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

DEVELOPER:  
10705 South 147<sup>th</sup> Street, LLC,  
a Nebraska limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EMPLOYER:

Patriot Custom Metals, LLC d/b/a PalmSHIELD,  
an Iowa limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Attachments: Proof of payment of taxes**

**Prepared by:** Nathan J. Overberg, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309  
**Return to:** City of Carter Lake; 950 Locust Street, Carter Lake, Iowa 51510, Attn: City Clerk

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

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Carter Lake, Iowa (the “City”), an Iowa municipal corporation, acting under the authorization of Chapter 403 of the Code of Iowa, 2023, as amended, Patriot Custom Metals, LLC d/b/a PalmSHIELD (the “Employer”), and 10705 South 147th Street, LLC d/b/a Lavigne Enterprises (the “Developer”).

**RECITALS**

WHEREAS, the City, Employer, and Developer have entered into an Agreement for Private Development dated as of \_\_\_\_\_, 2024 (“Agreement” or “Development Agreement”) regarding certain real property to be located in the City, which is legally described as follows:

Parcel 1: A parcel of land being a part of Lot 9, of Auditor’s Subdivision of Government Lot “G”, in Section 20, Township 74, Range 44, in the City of Carter Lake, in Pottawattamie County, Iowa, described as follows: Beginning at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45’00” East, 350.36 feet; thence parallel with the Westerly line of said Lot 9, South 03°23’30” West, 572.80 feet, to a point on the present Northerly right-of-way line of Locust Street; thence along said Northerly right-of-way line, North 88°21’21” West, 350.00 feet, to the Southwest corner of said Lot 9; thence along the common line between Lots 8 and 9, North 03°23’30” East, 564.28 feet, to the Point of Beginning.

Parcel 2: A parcel of land in a part of Lot 9 of Government Lot “G” in Section 20, Township 75, Range 44, of the Iowa-Nebraska Boundary, City of Carter Lake, Pottawattamie County, Iowa, described as follows: Commencing at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45’00” East, 350.36 feet to the true point of beginning; thence continuing along said Northerly line, South 89°45’00” East 122.07 feet; thence parallel with the westerly line of said Lot 9, South 3°23’30” West, 575.78 feet to a point on the present Northerly right-of-way line of Locust Street; thence along said right-of-way line, North 88°21’21” West, 121.95 feet to a point 350.00 feet East of the Southwest corner of said Lot 9; thence parallel with said westerly line of Lot 9, North 3°23’30” East, 572.80 feet to the true point of beginning.

Parcel 3: A parcel of land being a part of Lot 9 of Government Lot “G” in Section 20, Township 75, Range 44, of the Iowa-Nebraska Boundary, City of Carter Lake, Pottawattamie County, Iowa, described as follows: Commencing at the Northwest corner of said Lot 9; thence along the Northerly line of said Lot 9, South 89°45’00” East 472.43 feet, the True Point of Beginning; thence continuing along said Northerly line South 89°45’00” East, 142.48 feet to the Northwest corner of Lot 10 of Government Lot “G”; thence along the boundary of said Lot 10 of the following four (4) courses; 1) South 0°02’36” West, 104.00 feet; 2) South 89°45’00” East, 107.50 feet; 3) South 0°02’36” West, 104.00 feet; 4) South 89°45’00” East, 72.10 feet; thence South 0°28’13” West, 375.52 feet to a point on the Northerly right-of-way line of Locust Street; thence along said Northerly right-of-way line, North 88°21’21” West 353.03 feet to a point 471.95 feet East of the Southwest corner of said Lot 9, thence parallel with the Westerly line of said Lot 9, North 3°23’30” East, 375.78 feet to the True Point of Beginning.

(the “Development Property”);

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

WHEREAS, it is contemplated that Required Improvements (as described in the Development Agreement) would be constructed on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a Minimum Actual Value for the Development Property following completion of the Required Improvements pursuant to the Development Agreement; and

WHEREAS, the City and the Pottawattamie County Assessor have reviewed the preliminary plans and specifications for the Required Improvements that are contemplated to be constructed.

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

1. Upon substantial completion of construction of the Required Improvements, but no later than January 1, 2024, the Minimum Actual Value fixed for assessment purposes for the Required Improvements and the Development Property (building and land value) in the aggregate shall be not less than Three Million Dollars (\$3,000,000), before rollback

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 2033 (“Assessment Termination Date”). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Development Property.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Qualifying Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any failure to complete the Qualifying Improvements; loss, complete or partial, to the Development Property or the Qualifying Improvements; any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Qualifying

Improvements by Developer; or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Qualifying Improvements.

3. Developer agrees that its obligations to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason.

4. Developer agrees that, prior to the termination of this Assessment Agreement, it will not:

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

(b) seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, City, or State law or regulation, of the taxation of the Development Property; or

(c) request the Assessor to reduce the Minimum Actual Value for the Development Property; or

(d) appeal to the board of review of the County, State, District Court, or to the Director of Revenue of the State to reduce the Minimum Actual Value for the Development Property; or

(e) cause a reduction in the actual value or the Minimum Actual Value for the Development Property through any other proceedings.

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

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

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

8. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the

Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Values established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

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

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

11. Developer has provided a title opinion or lien or title search/certificate to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed a consent to this Assessment Agreement substantially in the form of the Lienholder Consent set forth in this Exhibit F, which consents are attached hereto and made a part hereof.

*[Remainder of this page is blank. Signatures start on the next page.]*

(SEAL)

CITY OF CARTER LAKE, IOWA

By: \_\_\_\_\_  
Ron Cumberledge, Mayor

ATTEST:

By: Jackie Carl, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public in and for said State, personally appeared Ron Cumberledge and Jackie Carl, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carter Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

*[Signature page to MAA for City of Carter Lake]*





PATRIOT CUSTOM METALS, LLC d/b/a  
PALMSHIELD,  
an Iowa limited liability company

By: \_\_\_\_\_  
Todd Lavigne, Manager

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said State, personally appeared Todd Lavigne, to me personally known, who, being by me duly sworn, did say that he is the Manager of Patriot Custom Metals, LLC and that said instrument was signed on behalf of said limited liability company; and that the said Manager as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said state

*[Signature page to MAA for Employer]*

**EXHIBIT F (Cont.)  
LIENHOLDER CONSENT**

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Minimum Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

\_\_\_\_\_  
Name of Lienholder

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ of \_\_\_\_\_ and that said instrument was signed on behalf of said company, and that the said acknowledged the execution of said instrument to be the voluntary act and deed of said company, by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the said state

*[add additional pages for each lienholder]*

Note: If there are no lienholders, this page shall have no signatures.

**EXHIBIT F (Cont.)**

The undersigned, having reviewed the plans and specifications for the Required Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Required Improvements on the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Required Improvements and the Development Property (land and building value) in the aggregate upon substantial completion of construction of the Required Improvements, but no later than January 1, 2024, shall be not less than Three Million Dollars (\$3,000,000), before rollback

Assessor for the County of Pottawattamie, Iowa

Date

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE)

Subscribed and sworn to before me by \_\_\_\_\_, Assessor for the County of Pottawattamie, Iowa on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Notary Public for the State of Iowa

## **EXHIBIT F (cont.)**

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

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

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

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

02262607-1\16086-066

## NON-EXCLUSIVE PUBLIC ROW LICENSE AGREEMENT

This Non-Exclusive Public ROW License Agreement ("**Agreement**") is by and between **The City of \_\_\_\_\_**, a city organized and existing under the laws of the State of \_\_\_\_\_ ("**City**"), and **Ubiquity IA, LLC**, and its direct parent, and its direct parent's subsidiaries, successors, or assigns ("**Licensee**").

### RECITALS

- A. City has jurisdiction over the use of the public rights-of-way in City ("**Public ROW**").
- B. Licensee desires, and City desires to permit Licensee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("**Network**") for the purpose of offering communications services ("**Services**"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("**Broadband Internet Services**") and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in City ("**Customers**").
- C. The Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; and other similar facilities ("**Network Facilities**").

### AGREEMENT

In consideration of the mutual promises made below, City and Licensee agree as follows:

#### 1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy Public ROW. City grants Licensee permission to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the Network and the related Network Facilities (the "**Work**"). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee's use of any City owned property, including poles and conduits, will be governed under a separate Agreement regarding that use.
- 1.2. Subject to Federal, State and Local Law. This Agreement and the License are subject to City's valid authority under federal, state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.
- 1.3. Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing public roads, sewers, curbs, gutters, streets, alleys, sidewalks, parks, recreational facilities, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.

- 1.4. Subject to Pre-Existing Property Interests. Municipality's grant of License is subject to all valid pre-existing easements, restrictions, conditions, covenants, publicly available third-party rights to the Public ROW, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.5. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a City, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.

## **2. Licensee's Obligations.**

- 2.1. Individual Permits Required. Licensee will obtain City's approval of any and all required individual encroachment, construction, excavation, and/or other required permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City.
- 2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City.
- 2.4. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.5. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.6. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this Section 2.6 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.

**2.7. As-Built Drawings and Maps.** Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in the Public ROW and will provide them to City upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections.

**2.8. Network Design.** Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network Facilities.

### **3. City's Obligations.**

Notwithstanding City's obligation as outlined in Section 3. of this Agreement, Licensee's use of Public ROW or City property shall be conducted in a manner consistent with lawful and applicable public easement rights.

**3.1. Emergency Removal or Relocation by City.** In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. City and any affected public utility will, if possible, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, City will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities.

**3.2. Relocation to Accommodate Governmental Purposes.** If Licensee's then-existing Network Facilities would interfere with planned use of the Public ROW or other City property for any governmental purpose as reasonably determined by the City, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, Licensee will, upon six (6) month's written notice from the City, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the City's governmental purpose and Licensee's interest in maintaining the integrity and stability of its Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Licensee to relocate or remove its Network Facilities with less than sixty (60) business days' notice.

**3.3. Relocation to Accommodate Non-Governmental Purposes.** If Licensee's then-existing Network Facilities would interfere with (a) Municipality's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities at Licensee's cost.

**3.4. Post-Removal Restoration of Public ROW.** When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network

Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to the same or similar conditions existing prior to the Licensee's construction as well as any applicable local ordinance or state law.

#### **4. Contractors and Subcontractors.**

- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
- 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under any applicable law.
- 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A** ("**Authorized Individuals**"). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

#### **5. Defense and Indemnity.**

- 5.1. Obligations. Licensee will defend City, its officers, elected representatives, and employees, and indemnify them against any and all Third-Party Damages, including but not limited to, property damage, personal injury, or death to the extent caused by the negligence or willful misconduct of Licensee or its contractors arising from this Agreement ("**Third Party Legal Proceeding**").
  - 5.2. Exclusions. Section 5 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.
  - 5.3. Conditions. Section 5.1 (Obligations) is conditioned on the following: (a) City making its best efforts to promptly notify Licensee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) days after City was served, in accordance with Iowa law, the Third Party Legal Proceeding; (b) City must reasonably cooperate in the defense at Licensee's request; and (c) City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Licensee, subject to the following: (i) City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
6. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.



7. **Performance Bond.** Licensee will provide City with a performance bond in the amount of fifty thousand dollars (\$50,000.00), naming Municipality as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement.

8. **Insurance.**

Licensee will carry and maintain:

- 8.1. Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Municipality, its employees, and officers as additional insureds.

- 8.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to Municipality's insurance compliance representative prior to the commencement of any work under this Agreement.

9. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any required implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive five (5) year terms (each a "**Renewal Term**") unless a party provides at least ninety (90) days' prior written notice to the other party of its intent not to renew.

10. **Termination.**

- 10.1. **Termination by City.** City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee and City must mutually agree to a schedule that will establish benchmarks and an end date to allow for any cure beyond the provided one hundred eighty (180) day period. No termination under this paragraph will be effective until the relevant cure period has expired.

- 10.2. **Termination by Licensee.** Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.

11. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

11.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to City, assign this Agreement or any or all of its rights and obligations under this Agreement:

11.1.1. to any Affiliate (as defined below) of Licensee;

11.1.2. to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

11.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

11.2. Following any assignment of this Agreement to an Affiliate, Licensee will not remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

12. **Notice.** All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to City, to the City of \_\_\_\_\_ Public Works Director, (address)\_\_\_\_\_, (City)\_\_\_\_\_, (State)\_\_\_\_\_(Zip)\_\_\_\_\_] with a copy to the City Attorney. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

13. **General Provisions.** This Agreement is governed by the laws of the state of Iowa. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement and the exhibits thereto sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms, including, but not limited to, amendments or modifications, must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

14. **Approval.** This Agreement shall not be effective until the execution of this Agreement by the City has been approved by resolution of its City Council.

- 15. Non-discrimination.** Licensee will comply (and similarly require compliance by contractors from time to time used or hired to plan, construct or maintain Network Facilities pursuant to this Agreement) with applicable federal, state, and local laws with respect to prohibitions against discrimination on the basis of race, color sex, age, disability, political or religious opinions, affiliations or national origin.
- 16. Reservation of Rights.** The parties expressly reserve any rights either of them may have under state or federal law concerning the subject matter of this Agreement and further agree that by execution and performance of this Agreement, neither party shall be deemed to have waived any such rights.
- 17. Severability.** If any part of this Agreement is deemed invalid, illegal, or unenforceable, the remainder of this Agreement will remain in effect.

*[Signature page follows]*

Signed by authorized representatives of the parties on the dates written below.

**Ubiquity IA, LLC**

\_\_\_\_\_  
(Authorized Signature)

Jamie W. Earp  
(Name)

Co-CEO

\_\_\_\_\_  
(Title)

Address:  
121 W. Trade St. Suite 1275  
Charlotte, NC 28202

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

DATED this \_\_\_\_ - day of \_\_\_\_\_, 2022.

ATTEST: CITY OF \_\_\_\_\_:

\_\_\_\_\_  
CITY CLERK, CITY OF \_\_\_\_\_

\_\_\_\_\_  
MAYOR OF THE CITY OF \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**EXHIBIT A  
FORM OF LETTER OF AUTHORIZATION**

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

City of \_\_\_\_\_

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the Non-Exclusive Public ROW License Agreement dated \_\_\_\_\_ between the City of \_\_\_\_\_ and XXXXX, XXXXX hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of XXXXX. [If applicable: This letter amends and supersedes the Letter of Authorization dated \_\_\_\_\_.]

*[Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.]*

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. ~~Name, Title~~ (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

XXXXX

RESOLUTION NO. 2024 - \_\_\_\_\_

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

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

That we do hereby designate City Clerk Jackie Carl, Mayor, Ron Cumberledge, and Mayor Pro-tem \_\_\_\_\_, as authorized persons for signatures on all banking matters.

Passed and approved this 22<sup>nd</sup> day of January, 2024.

\_\_\_\_\_  
Ronald Cumberledge, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Carl – City Clerk

RESOLUTION NO. 2024 -

WHEREAS, it is necessary to designate a newspaper for publication requirements for the City of Carter Lake, Iowa for the year 2024;

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

That we do hereby designate the Daily Nonpareil of Council Bluffs, Iowa as the main newspaper for publication requirements for the City of Carter Lake, Iowa for the year 2024.

Passed and approved this 22<sup>nd</sup> day of January, 2024.

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Ronald Cumberledge, Mayor

ATTEST:

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Jackie Carl – City Clerk

RESOLUTION NO. 2024-\_\_\_\_

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

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

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

That under the provisions of Section 202, “Home Rule for Cities” and Section 11.18, Code of Iowa, that Schroer and Associates .is hereby designated to audit the City records for the City of Carter Lake, Iowa for the fiscal year ending June 30, 2024, by this resolution. The City Clerk of the City of Carter Lake, Iowa is hereby directed to notify the State Auditor of the State of Iowa, of this resolution by mailing a certified copy of this resolution to the State Auditor of the State of Iowa.

Passed and approved this 22<sup>nd</sup> day of January, 2024.

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Ronald Cumberledge, Mayor

ATTEST:

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Jackie Carl, City Clerk



RESOLUTION NO. 2024 - \_\_\_\_

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

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

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

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

The maximum amount of City funds that shall be deposited at American National Bank and Banker's Trust shall not exceed \$9 million each; and

The City Clerk shall invest City Funds with American National Bank and Banker's Trust in an amount not to exceed the \$9 million maximum each.

Passed and approved this 22<sup>nd</sup> day of January, 2024.

\_\_\_\_\_  
Ronald Cumberledge, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Carl, City Clerk

## RESOLUTION 2024-

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Elizabeth Sanders' wages be set at \$27.60 per hour beginning December 4, 2023. Elizabeth has been hired as a full-time officer with the Police Department.

Recommended by: Union Contract

Passed and approved this 22<sup>nd</sup> day of January, 2024.

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Ron Cumberledge, Mayor

ATTEST:

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Jackie Carl, City Clerk

## RESOLUTION 2024-

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Nicholas Dargy's wages be set at \$34.28 per hour beginning October 14, 2023. Nicholas has been an officer with the Police Department for 4 years.

Recommended by: Union Contract

Passed and approved this 22<sup>nd</sup> day of January, 2024.

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Ron Cumberledge, Mayor

ATTEST:

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Jackie Carl, City Clerk

## RESOLUTION 2024-

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that wages for the following employees be set at \$25.00 per hour (per class). They have been hired as part-time fitness instructors at the Community Center.

Edward Clary	11/10/2023
Jessica Claussen	11/07/2023
Tasha Conley	11/08/2023
Andrea Huey	11/06/2023
Stacey Mecseji	11/29/2023
Michelle Salerno	11/06/2023
Perris Scott	11/07/2023

Recommended by: Community Center Director

Passed and approved this 22<sup>nd</sup> day of January, 2024.

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Ron Cumberledge, Mayor

ATTEST:

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Jackie Carl, City Clerk