

NOTICE OF MEETING OF THE CARTER LAKE CITY COUNCIL

City Council agendas are available at www.cityofcarterlake.com

You are hereby notified that there is a meeting of the City Council, Carter Lake, Iowa,
will be held on Monday, November 17, 2025, at 7:00 p.m.,

in the City Hall Council Chambers, 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.

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: The Carter Lake City Council will meet at the City Hall, 950 E. Locust Street, Carter Lake, Iowa, on November 17, 2025 at 7:00 PM, at which time and place it will hold a public hearing on the designation of the Urban Renewal Area described in the preamble hereof and on the Urban Renewal Plan. The plan amendment includes adding new territory to the Area, including all the property described as shown below: The entire corporate limits of the City of Carter Lake
The proposed amendment to the urban renewal plan brings the property described above under the plan and includes the authorization of a new urban renewal project.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing. Objections or comments may also be filed in writing at City Hall, 950 E. Locust Street, Carter Lake, Iowa.

By order of the City Council

1. Pledge of allegiance
2. Roll call
3. Approval of the agenda
 - a. additions or deletions
4. CONSENT AGENDA
 - a. Department head reports
 - i. Library, Community Center, Maintenance/Parks, Police, Fire/EMS
 - b. City council minutes – OCTOBER
 - c. Planning board minutes – OCTOBER
 - d. Overtime and comp time reports – OCTOBER
 - e. Abstract of claims – OCTOBER
 - f. Receipts – OCTOBER
 - g. Financial reports – OCTOBER

---END OF CONSENT AGENDA---

NEW BUSINESS

5. Communications from:
 - a. Carter Lake Elementary School
 - i. Student of the Month/ Updates
 - b. Department Supervisors
 - c. Mayor Ronald Cumberledge
 - i. Assignments and Updates
 - ii. Appointment to Fire Department
 1. Cody Walker
 - d. City Administrator, Cameon Gales
 - i. Monthly report
 1. On Call Agreement
 2. Meal Program Update
 3. Website Updates
 - e. Jason Gundersen
 - i. Valve Project update
 - f. Clint Fichter, City Attorney
 - i. 122 Carter Lake Club update
6. ORDINANCES AND RESOLUTIONS:
 - a. Consider resolution to adopt policy regarding hydrant meters
 - b. Consider resolution to approve annual Road Use Tax report
 - c. Consider on call agreement for infrastructure repairs
 - d. Consider proposals for future administration software updates
 - e. Consider resolution to approve wage increase for Elizabeth Sanders
 - f. Consider resolution to approve wage increase for Kaitlyn Watson
 - g. consider resolution to approve wage increase for Nicholas Dargy
 - h. Consider ordinance for Tax Increment Finance
 - i. Consider a resolution approving Urban Renewal Plan
 - j. Consider amended development agreement with Overland Group
 - k. Consider memorandum of understanding with Landscapes Unlimited
7. Communications from the public
 - a. None received
8. CITIZEN CONCERNS (3 minutes per resident)
9. COUNCIL CONCERNS (3 minutes per member)
10. Closed session pursuant to Iowa Code 21.5(j) for confidential discussions related to real estate transactions, followed by any appropriate action.
11. 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.

Community Center Monthly Report-September 2025

1120 Willow Dr

712-847-8565 ext 310

clccdirector@carterlake-ia.gov

<u>ITEM</u>	<u>STATS</u>		
Reservations	Reservation/Prev. Mo./Prev. Year 5/4/2		Revenue/Prev. Mo./Prev. Year. \$650.56/\$1057.82/\$300
Memberships	Total/Prev. Mo./Prev Year 978/964/788	Sales/Prev Mo/Prev Yr 74/57/25	Revenue/Prev. Mo./Prev. Year \$2,773.42
Fitness	Attendance/Prev. Mo./Prev. Year 199/233/256		Average Attendance/Prev. Mo./Prev Year 2.6/3.2/2.2
Recreation/Activities	Events/Prev. Mo./Prev. Year 2/1/2	Event Attendance/Prev. Mo./Prev. Year ~600/0/551	Activity Attendance/Prev. Mo./Prev. Year 545/684/478
Admittance/Prev Mo./Year 1703/1696/1667			

Highlights:

- Trunk or Treat/ Monster Mash/ Haunted house was put on successfully. Over 600 attendees enjoyed all activities which were expanded into bounce house and movie showing. Many prizes and candy were given out. Buy-in from community for car decoration contest and candy supply was incredible.
- Registration for Holiday craft fair netted * vendors. Update on day of review to come.
- This month had a steady 1 room reservation per week for every Saturday in October, which extends deeply into November.
- Senior Programs attended Senior Carnival in La Vista
- First Community Collaboration event was held at the CLCC. More to come!
- Concession and photographer search open
- Youth basketball signups open, collaboration with Cobra
- Power Play Monday has been expanded to M-Thurs structured programs to give direction on activities
- Meeting with 21st Century Program, collaborating to have one day of the week starting second school semester
- With coordinator position filled, schedule gym supervision started for key after school hours
- Holiday Craft Fair has 61 vendors/booths registered
- Winter hours expansion to coincide with daylight savings. Saturday hours extended to 4pm vice 2pm Nov Pickup basketball planned to reach adults.

Lowlights:

- Federal funding ended for senior meal program
- Cornhole tournament failed to get participants.

Community Center Monthly Report-September 2025

1120 Willow Dr

712-847-8565 ext 310

clccdiretor@carterlake-ia.gov

Looking Ahead:

- New Years Children's ball drop party scheduled for New Years Eve; Ball drop at Noon!
- Murder Mystery on December 20th . Registration now open!
- Senior Thanksgiving meal being served Nov 20th and is followed up by game night!
- New Years Children's ball drop party scheduled for New Years Eve; Ball drop at Noon!
- Murder Mystery on December 20th . Registration now open!
- Senior Thanksgiving meal being served Nov 20th and is followed up by game night!
- Adult Rec Volleyball to open in Jan, recruiting teams and free agents.
- Youth Cheer team has scheduled performances with Iowa Western (2 times), Union Omaha Football Club, and the Omaha Lancers.
- Friday Night Movies planned for the winter months
- Blizzard Basketball Tournament set for February



Library Board Meeting-Agenda

November 10th, 2025

4:00 pm

- I. Roll Call of Members**
- II. Disposition of Minutes of Previous Meeting**
 - a. October 2025
- III. City Financial Report**
 - a. June 2025
 - b. July 2025
 - c. September 2025
- IV. Action on Bills**
- V. Progress and Service Report of the Director**
 - a. Director's Report
- VI. Unfinished Business.**
 - a. Bed Bug Policy
- VII. New Business**
 - a. "Library" Sign on Building
 - b. 90 Day Ban Policy
 - c. Library Board Contact Information/Term Length
 - d. Library Crew Sweatshirts
 - e. Literacy Kits
 - f. Board Training
- VIII. Public Comments from the Library Director, Library Board, and/ or Carter Lake citizens (3 - 5 minutes each)**
- IX. Next Board Meeting Date: Monday, January 12th, 2026**
- X. Adjourn**



Carter Lake Public Library Board Meeting
October 20, 2025

Library
4:00pm

Minutes

Roll Call

Present: Patti Midkiff-President, Bonnie Freeman-Vice-President, Delbert Settles, Linda Wetherby, Pam Christensen, Mary Allen Staff Present: Tiffany Zuerlein

I. Roll Call of Members

a. Patti called the meeting to order at 3:52 p.m

II. Disposition of Minutes of Previous Meeting

a. Bonnie made a motion to accept the September minutes. Pam seconded. All in favor.

b. Linda requested to receive the minutes earlier than the week prior to the meeting.

III. City Financial Report

a. June – no corrected report yet from the City.

b. July – Tiffany has spoken with Jackie about the mistakes on this report. The Books (City) needs to be corrected. Bridges-Overdrive was paid twice, so we will have a credit on our account. Linda made a motion to table this until it is corrected. Bonnie seconded. All in favor.

c. August – Linda motioned to approve. Delbert seconded. All in favor.

IV. Action on Bills

a. Tiffany to check on the cost of Library crew sweatshirts.

b. Bonnie motioned to approve the bills. Delbert seconded. All in favor.

V. Progress and Service Report of the Director

a. Wednesday late nights (until 7:00 p.m.) is starting to pick up.

b. Great relationships with the Boys and Girls Club and the 21st Century Club (after school program).

c. Tiffany will be gone on October 30.

d. Mary motioned to accept the report. Delbert seconded. All in favor

VI. Unfinished Business

a. CIP Money

i. Tiffany proposed to purchase a larger laminator for \$643. The current one will be put into The Library of Things. Bonnie motioned to approve this purchase. Delbert seconded. All in favor.

ii. Tiffany to find out prices on the "LIBRARY" lettering for the outside of the building. Patti offered to help make calls about this. CIP funds may be used for this, depending on the cost.



b. Library Board Vacancy

- i. Jenny Skinner Chiburis has completed an application. Tiffany will recommend her to the Mayor for the Board position.

VII. New Business

- a. Annual Report – Tiffany and Patti have completed and submitted to the State. The City would like more detailed specifics on the programming numbers, which are currently in the monthly reports as well as in the report that has gone to the State.
- b. Haunted House – Trying not to accumulate too many hours of overtime for this.
- c. Library Sign – A sign to put by the front door highlighting the Library was discussed. A cost for this will be determined.
- d. CPR/First Aid Training – This is a mandatory city-wide training and will take place Thursday, November 13 at 8:30 a.m. The Library will be closed until the training is finished (possibly at Noon).
- e. Bed Bug Policy – this will be reviewed next month.
- f. Employee Evaluation – Patti and Bonnie did Tiffany's review, using the City's form. Sections of this review form will be reviewed and modified for future evaluations, based on what works best for our Library.
- g. Board Training – Early Literacy Kits. We have a total of eight kits. Each kit contains a minimum of two books and various activities. These kits are to help families at home with 3–5-year-old kids' literacy.

VIII. Public Comments from the Library Director, Library Board, and/ or Carter Lake citizens (3 - 5 minutes each)

IX. Next Board Meeting Date: Monday, January 12, 2026 4:00pm

X. Adjourn

**Library Director's Report
November 10th, 2025
4:00**

<u>Month Patron Data</u>	
Monthly Network Usage	1449
Unique Wi-Fi Visitors	292
Computer Usage	223
New Library Cards	18
Renewed Cards	3
Patron Count	1078
Program (Services)	69
Programming (Participants)	1294
Circulation	976
E-Audiobooks/Ebooks	289

Community Members who checked out materials from the library in October saved a total of **\$14,655.64!**

<u>Library Revenue</u>	
Black and White Copies	48.70
Color Copies	33.00
Fax	26.00
Donations	25.35
Sales (Books)	16.50
Fines (Damaged Books)	4.00
Lamination	1.00
Library Card (NR)	0
Tote Bags	10.00
Shirt Sales	40.00
Monthly Total	\$204.55



Month in Review

- ★ Little Free Costume Closet was a huge success!
- ★ In October we celebrated Banned Books week with a contest.
- ★ Monday Mayhems have been very well attended and kids made a snake, played with Oobleck, and made costumes for rubber ducks!
- ★ AAA Club had kids doing Alien Autopsies, make a dragon eye and a NERF war
- ★ In October, the teens made a spooky bookshelf and had a pizza party
- ★ The library had an outreach table at Carter Lake Elementary during conferences. The kids got to make a bookmark and I was able to talk with 150 people!
- ★ Kaitylyn's wage increase was approved by the City Council but will be officially voted on at the November City Council meeting.
- ★ The Community Center's and Library's Haunted House/Trunk or Treat was a huge success with over 575 participants!
- ★ Meggie and I attended the Trunk or Treat on Halloween at the Boys and Girls Club

What's to Come

- ★ Take and Make Kits for the month are Crepe Paper Flower Fall arrangements and the Herb of the Month is Thyme
- ★ This month's Monday Mayhems are Egg Drop on 11/3, Squeegee Art 11/10, Pumpkin Spice Taste Test 11/17, Home-made Butter 11/24
- ★ November's AAA Days will have kids playing Bingo 11/5, Build a Mayflower 11/19 and Domino Building on 11/26
- ★ On Wednesday, November 12th, the library will host a STEM Buffet at 5:00pm. Here, kids can enjoy small bite-sized STEM projects.
- ★ Teens this month get to enjoy Paint by Number on November 6th and Hot Chocolate Mix and Gift on November 20th.
- ★ Adults in November have a couple of book club options- This Book Club is My Alibi on November 5th, Laker's Review on November 6th. Due to low attendance, Boozy Book Club will be put on hold for the next couple of Months.
- ★ On November 7th, adults can attend the Basic Floral Arranging Workshop at 6:00 pm
- ★ On November 15th, Just Craftin' Around participants get to make Turkish Lamps
- ★ The library will have a Thanksgiving-themed photo backdrop beginning November 18th through the end of November.

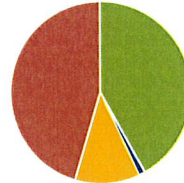
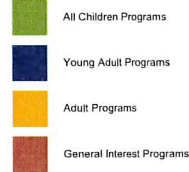
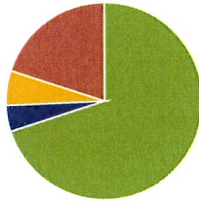
Carter Lake Public Library

July, 2025 - October, 2025

July

Overview

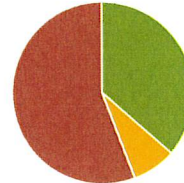
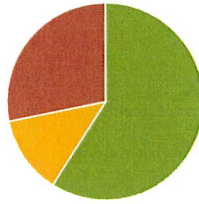
All Children Programs	49	70%	All Children Participants	295	41.9%
Young Adult Programs	3	4.29%	Young Adult Participants	8	1.14%
Adult Programs	4	5.71%	Adult Participants	81	11.51%
General Interest Programs	14	20%	General Interest Participants	320	45.45%
Total Programs	70		Total Participants	704	



August

Overview

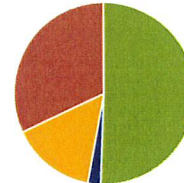
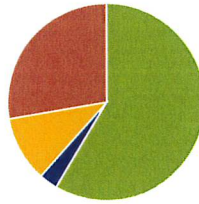
All Children Programs	23	58.97%	All Children Participants	250	36.5%
Young Adult Programs	0	0%	Young Adult Participants	0	0%
Adult Programs	5	12.82%	Adult Participants	53	7.74%
General Interest Programs	11	28.21%	General Interest Participants	382	55.77%
Total Programs	39		Total Participants	685	



September

Overview

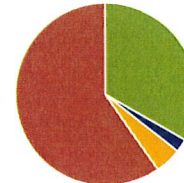
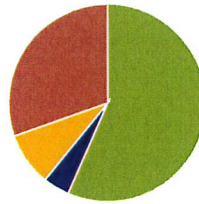
All Children Programs	38	58.46%	All Children Participants	367	50.62%
Young Adult Programs	2	3.08%	Young Adult Participants	17	2.34%
Adult Programs	7	10.77%	Adult Participants	109	15.03%
General Interest Programs	18	27.69%	General Interest Participants	232	32%
Total Programs	65		Total Participants	725	



October

Overview

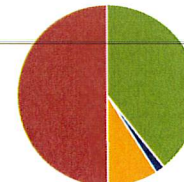
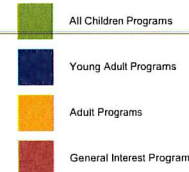
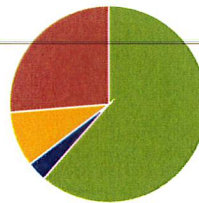
All Children Programs	39	56.52%	All Children Participants	432	33.38%
Young Adult Programs	3	4.35%	Young Adult Participants	31	2.4%
Adult Programs	6	8.7%	Adult Participants	60	4.64%
General Interest Programs	21	30.43%	General Interest Participants	771	59.58%
Total Programs	69		Total Participants	1294	



Year in Review

Overview

All Children Programs	149	61.32%	All Children Participants	1344	39.44%
Young Adult Programs	8	3.29%	Young Adult Participants	56	1.64%
Adult Programs	22	9.05%	Adult Participants	303	8.89%
General Interest Programs	64	26.34%	General Interest Participants	1705	50.03%
Total Programs	243		Total Participants	3408	



Carter Lake Public Library

October-2025

In October, 292 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



1449 ↑ 0.21%

Monthly Sessions



1280 ↑ 3.39%

Total Visits



292 ↑ 4.29%

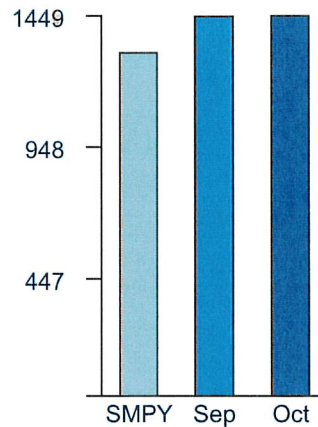
Unique Visitors



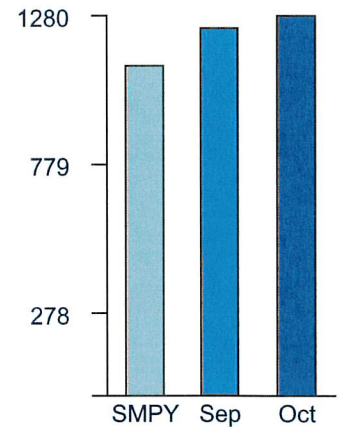
4.38 ↓ -0.9%

Average Return Rate

Total Monthly Session Count

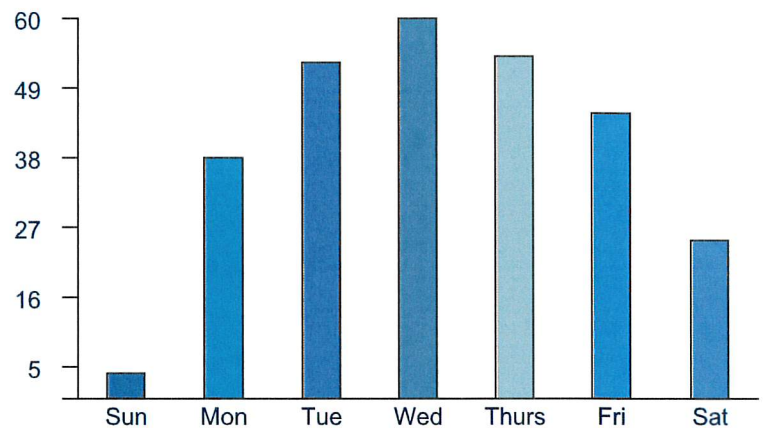


Total Monthly Visits

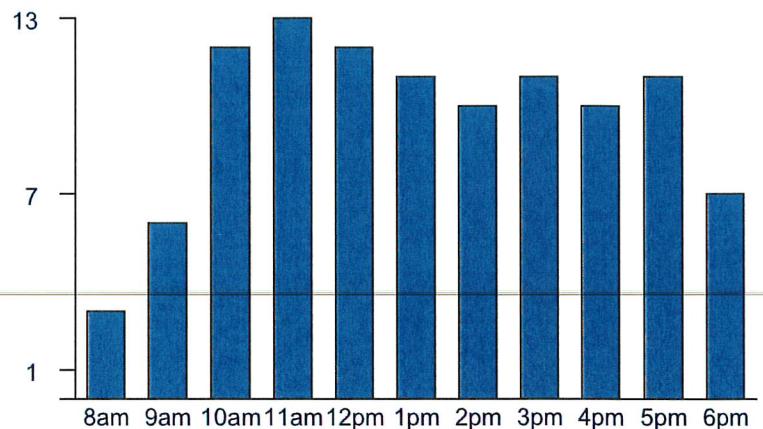


*SMPY: Same Month Prior Year

Average Daily Visits



Average Peak Hourly





950 East Locust Street
Carter Lake, IA 51510
(712) 347-6320

Maintenance Monthly Report October 2025

1. Maintain city facilities and parks including mowing, trash, etc.. [OBJ]
2. Cleanup maintenance lot and shop.
3. Winterize all sprinkler systems & remove back flow preventers.
4. Winterize city parks, ballfields, restrooms, and concessions.
5. Put down fall fertilization on City Hall, Community Center, and ball fields.
6. Snow removal preparation
 - Changing edges on all plows
 - Verifying snowblowers operating properly
 - Restock salt bin
 - Restock on ice melt
 - Order 2 new ice melt spreaders
7. Order GPS device for updating mapping and real time record keeping repairs or new services.
8. Perform daily chlorine testing as required by Iowa DNR.
9. Order/replace city hall interior and exterior lighting.
10. Install Sensa phones for lift stations and verify operating correctly.
11. One Call locates performed.
12. Perform weekly sewer checks as well as manually operate lift stations.
13. Work with Backlund Plumbing to ensure accurate shutdown notifications being delivered to citizens via door tags and social media info.
14. Cleanup center island between Casey's and 13th street.

Planning Ahead

1. Preparing and installing Christmas lighting.
2. Order a new trailer for mowers and snow blowers.
3. Order 2 new Salt Dogg spreaders for new chevy trucks.
4. Repairs to Case tractor
 - Installing an air filter.
 - Replace leaking seals/gaskets
 - Replace worn/broken belts
5. Work with OPPD to assist with installing some Christmas lights.
6. Cleanup rain gardens along the Lake Front walkway.
7. Work with Snyder on GIS to integrate the ArcGIS system with subsurface mapping to ensure accurate data as well as update new data as needed.

Carter Lake Fire Department Monthly Report

Proudly Serving since 1956

Fire Chief: David Huey
Coordinator: Phillip Newton
Assistant Coordinator: Cindy Huey

Contact information: Station # 712-347-5900

Email: clfire@carterlake-ia.gov

Check us out on FACEBOOK — Carter Lake Fire & Rescue

Month: October 2025

Continuous Issues/Budget: Working on non-matching grants for gear(fire coats/pants) and equipment. We have several done, just waiting to hear.

Employee and Organization Development. Dan M & Nate B, 5 year physicals done

Pancake Breakfast: Pancake Breakfast is February 1st 2026 at the Fire Station - 7:30 to Noon

Monthly Meetings (1 st Tuesday):	6:30-Done	Officers, Members, Smoke Eaters
Fire training (1 st Saturday):	9-noon	SCBA & Extrication, live car burns
Fire training (2 nd Tuesday):	7-10pm	SCBA & Extrication, live car burns
EMS training (3 rd Tuesday):	7-10pm	Airway Management

Safety Minutes: Please see safety minutes.

Safety Committee: Next Safety Meeting is November 5th - 07:00 am at the Fire Station.

Total Calls for the month: 50

EMS (ambulance) - 39
Fire/Other calls - 11

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

1. **Looking for In Town Volunteers, Call the Fire Station 712-347-5900**

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	



CFS Monthly Report

Codes With Descriptions

	Totals	
911 - 911 HANGUP CALL	1	1
ADMIN - ADMINISTRATIVE ASSIGNMENT	7	7
ALAA - AUDIBLE ALARM	1	1
ALAB - BUSINESS ALARM	11	11
ANIMAL - ANIMAL COMPLAINT	7	7
ARMED - ARMED SUBJECT	3	3
ARMED - ARMED SUBJECT; E15 - ELECTROCUTION/LIGHTNING	1	1
ASLE - ASSIST LAW ENFORCEMENT	1	1
ASSA - ASSAULT	3	3
BDC - BROADCAST	2	2
BURG - BURGLARY	2	2
CIVIL - CIVIL PAPERS, CIVIL SITUATION, KEEP THE PEACE	7	7
CLEAR - CLEAR THE LOT	2	2
CLOC - CHECK LOCATION	28	28
COMPLAINT - COMPLAINT REPORT	5	5
CRIM - CRIMINAL MISCHIEF OR VANDALISM	3	3
CWEL - CHECK THE WELFARE	19	19
DIST - DISTURBANCE	26	26
DIST - DISTURBANCE; E4 - ASSAULT/SEXUAL ASSAULT	1	1
DUI - OWI OR IMPAIRED DRIVER	1	1
E17 - FALLS; ASFD - ASSIST FIRE DEPARTMENT	1	1
E21 - BLEEDING (NON-TRAUMATIC); ASFD - ASSIST FIRE DEPARTMENT	1	1
E26 - SICK/UNKNOWN; ASFD - ASSIST FIRE DEPARTMENT	1	1
E29U - UNKNOWN INJURY TRAFFIC ACCIDENT; PU - ACCIDENT WITH UNKNOWN INJURY	1	1
E31 - UNCONSCIOUS/FAINTING; ASFD - ASSIST FIRE DEPARTMENT	1	1
EXPO - INDECENT EXPOSURE	2	2
FOLL - FOLLOW UP	12	12

Codes With Descriptions**Totals**

FOUND - FOUND PROPERTY	1	1
FRAUD - FRAUD OR FORGERY	1	1
HARR - HARASSMENT	1	1
INTO - INTOXICATED SUBJECT	2	2
JUV - JUVENILE PROBLEMS	1	1
LOST - LOST PROPERTY	1	1
MIP - MINOR IN POSSESSION	1	1
MOTA - MOTORIST ASSIST	7	7
NOIS - NOISE COMPLAINTS	1	1
PARKING - PARKING PROBLEMS, CONTINUOUSLY PARKED VEHICLE	2	2
PDHR - PROPERTY DAMAGE HIT AND RUN	1	1
PD - PROPERTY DAMAGE ACCIDENT; EMED - MEDICAL EMERGENCY	1	1
PURSUIT - VEHICLE PURSUIT	1	1
REST - PROTECTIVE OR RESTRAINING ORDER VIOLATION	3	3
SHOP - SHOPLIFTER	1	1
SOLI - SOLICITOR OR SALES PROBLEM	1	1
STNV - STOLEN VEHICLE	1	1
SUSP - SUSPICIOUS ACTIVITY	11	11
THEFT - THEFT	6	6
THREAT - THREATS	1	1
TRAFFIC - TRAFFIC STOP	80	80
TRAFFIC - TRAFFIC STOP; E15 - ELECTROCUTION/LIGHTNING	1	1
TRESPASS - TRESPASSING	19	19
WANTED - WANTED PERSON	5	5
Totals	300	300



Carter Lake Iowa Police Department

950 E Locust St, Carter Lake, IA 51510

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

Printed on October 31, 2025

CLPD Monthly Arrest Report

Case Number	Charges	Arrest Date	Last, First Name	Address
CL25-000795	Public Intoxication -- 1st Off	09/20/25	SHANKS, TAYLOR	3000 N 13TH ST,
CL25-000800	Public Intoxication -- 1st Off;	09/22/25	COX, KENNETH JR	1102 MAYPER DR,
CL25-000798	Trespass -- Refuse to Vacate, \$0	09/20/25	PENN, DE'SHAWN	3712 N 14TH ST,
CL25-000789	DRIVING WHILE LICENSE	09/17/25	WELCH, JOHN JR	1031 AVENUE H,
CL25-000785	Possess Firearm or Offensive	09/16/25	AITKEN, STEPHANIE	1000 AVENUE P,
CL25-000753	NO VALID DRIVERS LICENSE	09/03/25	BAKER, JACOB	1650 E LOCUST ST,
CL25-000817	Theft 1st -- Motor Vehicle Theft Over	09/28/25	MCATEE, LINDSAY	1209 MAYPER DR,
CL25-000806	Domestic Abuse Assault, Parent of	09/23/25	WALKER, STEVEN	3510 N 9TH ST LOT
CL25-000791	Public Intoxication -- 1st Off	09/18/25	REEVES, JUSTIN	1650 E. LOCUST ST.,
CL25-000781	Fugitive From Justice - 1989	09/14/25	BRADLEY, MICHOL	900 AVENUE H,
CL25-000767	Possess Drug Paraphernalia	09/10/25	STEVENS,	600 E. LOCUST ST.,
CL25-000764	Violation Of No Contact/Protective	09/09/25	EDWARDS,	137 CARTER LAKE
CL25-000754	Possession Of Controlled Substance	09/04/25	JOCOBSON, RANDY	400 E LOCUST ST,
CL25-000809	Trespass -- Refuse to Vacate, \$0	09/23/25	SCHLICKER, SETH	1031 AVENUE H,

Case Number	Charges	Arrest Date	Last, First Name	Address
CL25-000786	Theft 5th -- Theft from a Building	09/16/25	MARTINEZ, JESUS	2813 N 9TH ST,
CL25-000740	Fail to Yield Upon Entering	09/01/25	LE, ZECHARIAH	3030 N 9TH ST,
CL25-000780	Trespass -- Refuse to Vacate, \$0	09/13/25	SHANKS, TAYLOR	2449 N 13TH ST,
CL25-000777	Poss/Purch Alcohol by Person	09/13/25	BARKER, DEVIN	900 AVENUE H,
CL25-000774	GENERAL PURPOSE REPORT;	09/12/25	GONZALES,	1309 SILVER LANE,
CL25-000763	FAIL TO DISPLAY REGISTRATION	09/08/25	ENGLISH, BRANDON	1000 AVE H, CARTER
CL25-000762	Trespass -- Refuse to Vacate, \$0	09/08/25	LAWRIE, JAMES	1202 E LOCUST ST,
CL25-000756	Possess Drug Paraphernalia	09/04/25	SCHLICKER, SETH	1650 E LOCUST ST,
CL25-000752	Possess Con Sub, 3rd Off (All	09/03/25	ALSTON, MICHAEL	1600 E LOCUST ST,
CL25-000773	Trespass -- Refuse to Vacate, \$0	09/12/25	SCHLICKER, SETH	1031 AVENUE H,
CL25-000758	Child Endangerment, Substantial	09/06/25	MCGUIRE, EMILY	1113 DORENE BLVD,

Total Records: 25

City of Carter Lake
Regular City Council Meeting
October 20, 2025, Proceedings

The meeting was called to order by Mayor Pro-tem Gundersen at 7:05pm.

Present – Mayor Pro-tem Gundersen, Council members Grell, Hanika, Skinner and Wahl.
Also, present Attorney Clint Fichter, City Administrator Gales and Deputy Clerk Ruehle.
Absent – Mayor Cumberledge.

Gundersen would like to add 4314 N 13th St – property line to the agenda. Grell would like to add city management to the agenda and Gales would like to add the library. Moved by Skinner, seconded by Grell to approve the agenda with the additions. Ayes: Unanimous.

Moved by Skinner seconded by Grell to approve the consent agenda without the overtime and comp time reports for September. Ayes: Unanimous. Moved by Grell seconded by Hanika to approve the liquor license for Slush Up & Drink LLC to sale wine slushies at the Community Center’s holiday craft show on November 15, 2025. Ayes: Unanimous.

Moved by Grell seconded by Hanika to approve the Parks Board appointments of Ashley Wilson, Kari Giles, junior member Gracie Moreno and junior member Addileigh Garbez. Ayes: Unanimous.

Library director Tiffany Zuerlein advocates a pay raise for Kaitlynn Watson the circulation manager, based on performance and previous budget discussions. The council discussed the possibility of retroactive pay and will add this to the next meeting for formal approval.

Jim Warner, transportation planner with MAPA explained the Comprehensive Safety Action Plan and the commitment to jurisdiction-level actions to reduce traffic fatalities and serious injuries to zero by the year 2040. He would like the council to adopt the Memorandum of Understanding and participate in the program.

City Administrator Gales discussed a proposal for security upgrades at City Hall. Upgrades include cameras, remote door locks, and key fob entry for a total cost of approximately \$9,800. The upgrades are intended to improve safety for staff and visitors. Moved by Hanika seconded by Grell to approve the security upgrades at City Hall. Ayes: Gundersen, Grell, Hanika and Wahl. Nay: Skinner.

Gundersen gave an update on the Water Valve Project and upcoming water shutdowns. There was discussion of the property at 4314 N 13th Street and a possible alley vacation that was not recorded. The City Attorney will prepare the paperwork to move forward with an alley vacation. Moved by Grell seconded by Wahl to allow the property owner to install a fence pending approval from the Building Inspector and City Administrator. Ayes: Unanimous.

City Attorney Fichter gave an update on the court proceedings for 122 Carter Lake Club and the dog nuisance case. There was discussion on urban renewal initiatives related to the senior housing complex and stormwater management. The Overland Group's senior housing project is set to enhance stormwater management, and they would like a tax rebate to cover those costs. The council plans to create a Tax Increment Financing (TIF) district to support the project. Moved by Skinner seconded by Gundersen to approve the resolution of necessity regarding the proposed Urban Renewal Area located at 9th and Avenue K. Ayes: Hanika, Gundersen, Skinner and Wahl. Abstain: Grell.

Moved by Grell seconded by Hanika to approve the local match resolution for the Hazard Mitigation Assistance Program grant application for new generators. Ayes: Unanimous. Moved by Grell seconded by Wahl to approve the resolution to adopt Memorandum of Understanding with MAPA. Ayes: Unanimous. Moved by Skinner seconded by Grell to approve a resolution authorizing check signing

procedures and designation of authorized officers for signatures. Ayes: Unanimous. Moved by Grell seconded by Gundersen to approve a resolution to assess past due water bill collections. Ayes: Unanimous. Council member Grell expressed concerns about the management of the old senior center and its deteriorating condition. He also questioned accountability and the management of city properties. There were discussion of residential sewer installations and the concern that the city may be funding an individual sewer installation, which could set a precedent.

City Administrator Gales stated that we have a new citizen complaint link on the city's website that aims to improve accountability and communication with residents. This will allow issues to be reported and residents to receive updates on resolutions.

Council member Grell discussed the need for experienced personnel in public works and setting safety protocols. There was discussion of having the building inspector handle water and sewer inspections while the supervisor is out on medical leave.

Council member Hanika would like to get a real estate agent to try and sell the old senior center building. Skinner stated there is a proposal to create a city archive in that building to display local memorabilia with a potential collaboration with the library.

Keebie Kessler made a request to remove his name from ball field one and replace it with that of a local coach, Lyle Poldberg. Lyle coached baseball back in the late 60s, early 70s and won three straight state championships. Moved by Grell seconded by Skinner to move Kessler's name to field two and add Lyle Poldberg's name to field one. Ayes: Unanimous.

Kory Stowell was not present to discuss his lot split situation. This item was tabled. The council discussed changes to zoning laws that would address small lots that currently cannot be built on. New state laws allow for smaller lot sizes and changes in setbacks, which could help with potential development. The Planning Board is currently working with the attorney on updating our zoning ordinances.

Tim Mandolpho voiced his concerns about the difficulty in obtaining video records and grievances filed with the police department. The need for better communication and transparency in council operations was emphasized, including the handling of public records requests. Bob Wahl asked if having the water shut off all the time hurt the pipes. Grell replied that improperly turning the water off and on can affect the pipe, but our valves should be actuated regularly. Lisa Fujji discussed the process for applying to volunteer positions, with suggestions for a more transparent system. A call for community support for the elementary school was made, encouraging donations of clothing and supplies for students in need. Ray Pauly commended the ambulance crew and police officer who responded to a recent medical emergency. They were very helpful, very professional, and knew exactly what they were doing, and he was very impressed. A concern was raised regarding electric motorized bikes and scooters ignoring stop signs and blowing through intersections. There should be some type of restrictions and require insurance on certain ebikes and scooters that have certain ratings. It was pointed out the Boys & Girls club has been working with the police department on this.

Gundersen reminded everyone that election day is November 4th from 7:00 a.m. till 8:00 p.m. and wished all the candidate's good luck. There will be a candidate's night held at City Hall on October 29th at 6:00 p.m. Wahl stated that they still need people for the Trunk or Treat at the Community Center on October 23rd. The Boys and Girls Club will have theirs on Halloween night.

The meeting adjourned at 8:30 PM.

Lisa Ruehle, Deputy Clerk

Jason Gundersen, Mayor Pro-tem

CC ANALYSIS, 22 OVERTIME REPORT
9/19/2025 THRU 9/19/2025

COST CENTER	OVERTIME HOURS	OVERTIME PAY	COMP TIME HRS
43101 CHARLES R BENNE 43040 OT WAGES/PARKS	4.00	105.96	
EMP TOT 43101	4.00	105.96	
11013 NATHANIEL A BEN 11043 HOLIDAY TO COMP	10.00		
EMP TOT 11013	10.00		
43005 ETHAN G CHAMBER 81040 OT WAGES/WATER	.50	15.53	
EMP TOT 43005	.50	15.53	
11002 GARY D CHAMBERS 11040 OT POLICE WAGES	11.00	723.93	
EMP TOT 11002	11.00	723.93	
11016 MATTHEW R COLE 11040 OT POLICE WAGES 11042 OT TO COMP TIME	10.00 10.00	450.45	
EMP TOT 11016	20.00	450.45	
11003 JOSHUA J DRISCO 11040 OT POLICE WAGES 11043 HOLIDAY TO COMP	.75 10.00	52.99	
EMP TOT 11003	10.75	52.99	
11006 RYAN P GONSIOR 11010 POLICE WAGES 11040 OT POLICE WAGES 11042 OT TO COMP TIME 11043 HOLIDAY TO COMP			1.00
EMP TOT 11006	20.25	643.80	1.00
11010 JACOB S HUSCROF 11040 OT POLICE WAGES 11041 STEP OT/POLICE	1.25 2.00	75.21 117.33	
EMP TOT 11010	3.25	192.54	
15001 PHILLIP J NEWTO 15040 OT FIRE DEPT	.50	24.35	
EMP TOT 15001	.50	24.35	
21009 JEREMIAH J POOL 81040 OT WAGES/WATER	2.00	60.00	

CC ANALYSIS, 22 OVERTIME REPORT
9/19/2025 THRU 9/19/2025

COST CENTER	OVERTIME HOURS	OVERTIME PAY	COMP TIME HRS
EMP TOT 21009	2.00	60.00	
62001 LISA M RUEHLE			
62040 OT WAGES/ADMIN	.13	6.90	
81040 OT WAGES/WATER	.12	6.90	
EMP TOT 62001	.25	13.80	
11015 ELIZABETH A SAN			
11010 POLICE WAGES			12.00
11040 OT POLICE WAGES	10.00	450.45	
11043 HOLIDAY TO COMP	10.00		
EMP TOT 11015	20.00	450.45	12.00
21002 RANDY C SMITH			
81010 WATER WAGES	.25	11.25	
EMP TOT 21002	.25	11.25	
11008 ADAM W SWINARSK			
11010 POLICE WAGES			5.00
EMP TOT 11008			5.00
46014 BRANDO TAPIA			
46040 OT/COMM CENT	.50	13.50	
EMP TOT 46014	.50	13.50	
62005 LAURINE K WILHI			
46020 PT/COMM CENT	14.50	339.52	
62010 ADMIN WAGES			2.50
62040 OT WAGES/ADMIN	1.50	52.70	
EMP TOT 62005	16.00	392.22	2.50
Report Total	119.25	3150.77	20.50
Employee Count	16		

CC ANALYSIS, 22 OVERTIME REPORT
10/03/2025 THRU 10/03/2025

COST CENTER	OVERTIME HOURS	OVERTIME PAY	COMP TIME HRS
43101 CHARLES R BENNE 43040 OT WAGES/PARKS	4.00	105.96	
EMP TOT 43101	4.00	105.96	
11013 NATHANIEL A BEN 11010 POLICE WAGES			10.00
11040 OT POLICE WAGES	.25	13.23	
EMP TOT 11013	.25	13.23	10.00
41009 SHARON N CARR 41040 OT WAGES/LIBRAR	2.25	76.85	
EMP TOT 41009	2.25	76.85	
11002 GARY D CHAMBERS 11040 OT POLICE WAGES	1.00	65.51	
EMP TOT 11002	1.00	65.51	
11016 MATTHEW R COLE 11010 POLICE WAGES			13.00
EMP TOT 11016			13.00
11012 NICHOLAS R DARG 11040 OT POLICE WAGES	.25	13.81	
EMP TOT 11012	.25	13.81	
11003 JOSHUA J DRISCO 11010 POLICE WAGES			9.00
11040 OT POLICE WAGES	1.00	70.65	
EMP TOT 11003	1.00	70.65	9.00
11006 RYAN P GONSIOR 11010 POLICE WAGES			3.00
11042 OT TO COMP TIME	.25		
EMP TOT 11006	.25		3.00
46004 NICHOLAS R HOLM 46040 OT/COMM CENT	.50	17.47	
EMP TOT 46004	.50	17.47	
15003 CYNTHIA L HUEY 15040 OT FIRE DEPT	.25	9.01	
EMP TOT 15003	.25	9.01	

CC ANALYSIS, 22 OVERTIME REPORT
10/03/2025 THRU 10/03/2025

COST CENTER	OVERTIME HOURS	OVERTIME PAY	COMP TIME HRS
43007 MARK B PARSON			
43040 OT WAGES/PARKS	2.50	60.00	
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EMP TOT 43007	2.50	60.00	
21009 JEREMIAH J POOL			
81040 OT WAGES/WATER	2.50	75.00	
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EMP TOT 21009	2.50	75.00	
62001 LISA M RUEHLE			
62040 OT WAGES/ADMIN	2.13	117.33	
81040 OT WAGES/WATER	2.12	117.33	
	-----	-----	
EMP TOT 62001	4.25	234.66	
41006 MARGARET H SCHM			
41010 LIBRARY WAGES			11.00

EMP TOT 41006			11.00
46014 BRANDO TAPIA			
46040 OT/COMM CENT	2.00	54.00	
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EMP TOT 46014	2.00	54.00	
62005 LAURINE K WILHI			
62010 ADMIN WAGES			10.50
62040 OT WAGES/ADMIN	3.00	105.39	
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EMP TOT 62005	3.00	105.39	10.50
Report Total	24.00	901.54	56.50
Employee Count	16		

CC ANALYSIS, 22 OVERTIME REPORT
10/17/2025 THRU 10/17/2025

COST CENTER	OVERTIME HOURS	OVERTIME PAY	COMP TIME HRS
43101 CHARLES R BENNE 43040 OT WAGES/PARKS	4.00	105.96	
EMP TOT 43101	4.00	105.96	
43005 ETHAN G CHAMBER 43040 OT WAGES/PARKS	.50	15.53	
EMP TOT 43005	.50	15.53	
11003 JOSHUA J DRISCO 11010 POLICE WAGES			6.00
EMP TOT 11003			6.00
46004 NICHOLAS R HOLM 46040 OT/COMM CENT	1.25	43.67	
EMP TOT 46004	1.25	43.67	
21009 JEREMIAH J POOL 81040 OT WAGES/WATER	3.00	90.00	
EMP TOT 21009	3.00	90.00	
62001 LISA M RUEHLE 62040 OT WAGES/ADMIN 81040 OT WAGES/WATER	.50 .50	27.61 27.61	
EMP TOT 62001	1.00	55.22	
11015 ELIZABETH A SAN 11041 STEP OT/POLICE 11042 OT TO COMP TIME	4.50 2.50	195.95	
EMP TOT 11015	7.00	195.95	
41006 MARGARET H SCHM 41042 OT TO COMP TIME	1.25		
EMP TOT 41006	1.25		
11008 ADAM W SWINARSK 11041 STEP OT/POLICE 11042 OT TO COMP TIME	4.50 .25	263.99	
EMP TOT 11008	4.75	263.99	
46014 BRANDO TAPIA 46040 OT/COMM CENT	1.75	47.25	
EMP TOT 46014	1.75	47.25	

CC ANALYSIS, 22 OVERTIME REPORT
10/17/2025 THRU 10/17/2025

COST CENTER	OVERTIME HOURS	OVERTIME PAY	COMP TIME HRS
62005 LAURINE K WILHI			
62042 OT TO COMP	5.50		

EMP TOT 62005	5.50		
Report Total	30.00	817.57	6.00
Employee Count	11		

CC ANALYSIS, 22 OVERTIME REPORT
10/31/2025 THRU 10/31/2025

COST CENTER	OVERTIME HOURS	OVERTIME PAY	COMP TIME HRS
43101 CHARLES R BENNE 43040 OT WAGES/PARKS	4.00	105.96	
EMP TOT 43101	4.00	105.96	
11013 NATHANIEL A BEN 11040 OT POLICE WAGES	.25	13.23	
EMP TOT 11013	.25	13.23	
41009 SHARON N CARR 41040 OT WAGES/LIBRAR	.50	17.08	
EMP TOT 41009	.50	17.08	
43005 ETHAN G CHAMBER 81040 OT WAGES/WATER	2.50	77.63	
EMP TOT 43005	2.50	77.63	
11002 GARY D CHAMBERS 11040 OT POLICE WAGES	.25	16.47	
EMP TOT 11002	.25	16.47	
11012 NICHOLAS R DARG 11040 OT POLICE WAGES	10.00	537.30	
EMP TOT 11012	10.00	537.30	
11003 JOSHUA J DRISCO 11043 HOLIDAY TO COMP	10.00		
EMP TOT 11003	10.00		
11006 RYAN P GONSIOR 11040 OT POLICE WAGES 11043 HOLIDAY TO COMP	10.00 10.00	658.80	
EMP TOT 11006	20.00	658.80	
46004 NICHOLAS R HOLM 46040 OT/COMM CENT	.50	17.47	
EMP TOT 46004	.50	17.47	
11010 JACOB S HUSCROF 11040 OT POLICE WAGES 11043 HOLIDAY TO COMP	14.00 10.00	836.36	
EMP TOT 11010	24.00	836.36	
15001 PHILLIP J NEWTO			

CC ANALYSIS, 22 OVERTIME REPORT
10/31/2025 THRU 10/31/2025

COST CENTER	OVERTIME HOURS	OVERTIME PAY	COMP TIME HRS
15040 OT FIRE DEPT	1.00	48.69	
EMP TOT 15001	1.00	48.69	
21009 JEREMIAH J POOL			
81040 OT WAGES/WATER	23.00	690.00	
EMP TOT 21009	23.00	690.00	
62001 LISA M RUEHLE			
62040 OT WAGES/ADMIN	7.63	421.02	
81040 OT WAGES/WATER	7.62	421.01	
EMP TOT 62001	15.25	842.03	
11015 ELIZABETH A SAN			
11010 POLICE WAGES			1.00
11040 OT POLICE WAGES	10.00	450.45	
11042 OT TO COMP TIME	3.00		
11043 HOLIDAY TO COMP	10.00		
EMP TOT 11015	23.00	450.45	1.00
21002 RANDY C SMITH			
81040 OT WAGES/WATER	.25	11.25	
EMP TOT 21002	.25	11.25	
11008 ADAM W SWINARSK			
11010 POLICE WAGES			3.25
11040 OT POLICE WAGES	10.00	601.65	
11043 HOLIDAY TO COMP	10.00		
EMP TOT 11008	20.00	601.65	3.25
46014 BRANDO TAPIA			
46040 OT/COMM CENT	.50	13.50	
EMP TOT 46014	.50	13.50	
41010 KAITLYN M WATSO			
41040 OT WAGES/LIBRAR	.50	14.36	
EMP TOT 41010	.50	14.36	
62005 LAURINE K WILHI			
62040 OT WAGES/ADMIN	4.25	149.30	
EMP TOT 62005	4.25	149.30	

CC ANALYSIS, 22 OVERTIME REPORT
10/31/2025 THRU 10/31/2025

COST CENTER		OVERTIME HOURS	OVERTIME PAY	COMP TIME HRS
Report Total		159.75	5101.53	4.25
Employee Count	19			

City of Carter Lake, Iowa
UNIT PRICE CONSTRUCTION & MAINTENANCE AGREEMENT

THIS AGREEMENT made this [redacted] day of by and between the City of Carter Lake Iowa, a public municipal body, hereinafter called the OWNER, and

«Legal_Name»
«Address»
«City», «State» «Zip»

Hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS the Owner and the Contractor by this Agreement are setting forth the terms and conditions pursuant to which the Contractor may be engaged to complete one or more separate Unit Price Projects, hereinafter called the "Project," for the Owner as required by the Contract Documents, hereinafter described and listed, during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Owner and Contractor agree as follows:

ARTICLE 1 TERM OF AGREEMENT

1 This Agreement applies only to projects awarded through written purchase orders or addenda issued during its term for the trades listed below. This Agreement does not guarantee that the Contractor will be awarded work.

«Trades_Combined_For_Mail_Merge_Part_1»«Trades_Combined_For_Mail_Merge_Part_2»
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1.2 The term of this Agreement shall be for a period of two (2) years, beginning on () and ending at midnight on December 31, 2028, subject to automatic extension for that time necessary for completion of those services on a project purchase order or addendum (as hereinafter provided) that have not been completed as of the last day of said term.

ARTICLE 2 GENERAL PROVISIONS RELATING TO CONTRACTOR'S SERVICES

2.1 During the term of this Agreement, the parties may, by written purchase order or Project Addendum to this Agreement, describe individual Projects for which the construction or maintenance services of the Contractor are required. The Contractor shall provide construction or maintenance services to the Owner for each such Project in accordance with the terms and conditions of the purchase order, Project Addendum, and the applicable terms and conditions of this Agreement. If the Project Addendum does not specify which terms and conditions of this Agreement will apply to a Project, then all terms and conditions of this Agreement shall apply.

2.2 The Contractor agrees to perform all construction or maintenance services in connection with a Project in a diligent manner in accordance with the highest standards of construction practice, and in accordance with the terms and conditions of the purchase order, Project Addendum and this Agreement.

2.3 The parties understand and agree that this Agreement and any Project Addendum are and shall be for the purpose of obtaining the construction/maintenance services of the Contractor. Accordingly, the Contractor shall not delegate to other contractors the duties required to be performed pursuant to any Project Addendum and this Agreement, except that with the written consent of the OWNER the Contractor shall have the right to engage other qualified subcontractors in performing the construction/maintenance services required for a Project.

2.4 All time limits for performance of the Contractor's construction or maintenance services provided in a Project or this Agreement are of the essence.

2.5 This Agreement and any Project Addendum that may be executed by the parties may be amended only by written instrument duly signed by both the Owner and the Contractor.

ARTICLE 3 THE CONTRACT DOCUMENTS

3.1 The Owner and Contractor agree that the Contract Documents for the Project incorporated into and made a part this Agreement shall consist of the following:

- .1 This Agreement
- .2 The Supplier Response for Trade Services dated «Submitted_Supplier_Response_Date».
- .3 Certificate of Insurance, attached hereto as Appendix "A".
- .4 Terms and Conditions, attached hereto as Appendix "B".
- .5 2025-2026 RFP including the Conditions of the Contract (General, Supplementary and other Conditions), all Addenda issued prior to execution of this Agreement, and all Modifications issued after execution of this Agreement.
- .6 Said documents form the Contract between the parties, and all are as fully a part of this Agreement as if attached hereto or repeated herein. Capitalized terms used within this Agreement shall be given the same meaning as those terms that are used and defined in the conditions of the Contract.

ARTICLE 4 CONTRACT SUM

4.1 The Owner and the Contractor agree that the total sum of the Cost of the Work for the Unit Price Proposal for each project are guaranteed by the Contractor to be a **"not to exceed"** amount as provided for herein, subject to additions and deductions by changes in the Work as provided in the Contract Documents.

ARTICLE 5 PAYMENTS

5.1 Progress Payments

5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor; the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month.

5.1.3 The Owner shall make payment to the Contractor, of the undisputed amount, no later than forty-five (45) days after the Owner receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the schedule of values submitted by the Contractor **with the Application in accordance with the Contract Documents**. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment and shall include billings for all current costs and invoices received to date.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the "not-to-exceed" Contract Sum properly allocable as determined by current costs and invoices for Work completed for each portion of the Work, less retainage of three percent (3%).

Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section **7.3.8 of the General Conditions.**

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction with applicable invoice, less retainage of three percent (3%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, which the Owner has withheld, in addition to retention, pursuant to the Contract Documents.

5.1.7 The progress payment amount determined above, shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, the total cost of the Work to date **with supporting documentation**, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance **with Section 9.10.3 of the General Conditions.???**

5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored on the site.

5.2 Final Payment

5.2.1 Final payment, constituting the entire unpaid balance of the "not-to-exceed" Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 all deliverables have been received.

5.2.2 The Owner's final payment to the Contractor shall be made no later than forty-five (45) days after receipt of the Contractor's final Pay Application and the **Contractor's fulfillment of all remaining requirements of the Contract Documents.**

ARTICLE 6 TIME OF COMMENCEMENT AND COMPLETION

6.1 The Owner and the Contractor agree that the time of commencement and completion for each project will be as provided for in the purchase order or Project Addendum, subject to changes in the contract commencement or completion time as provided for in the Contract Documents.

ARTICLE 7 PARTIES BOUND

8.1 The terms and conditions of this Agreement and the Contract Documents shall be binding upon and inure to the benefit of the Owner and the Contractor and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day, and year first above written.

«Legal_Name»

City Of Carter Lake Iowa

Signature

Printed Name

Title

Printed Name

Title

Hydrant Meter Policy

Hydrant Meter Application/Permit Form:

A Hydrant Meter Application/Permit Form will need to be filled out and signed for each hydrant meter taken out.

Hydrant Permit Fee:

The hydrant permit fee is \$100.00 for either a 5/8" or 3" meter. A hydrant permit fee will be charged for each meter taken out. If a customer pays a hydrant permit fee during the year, it will be good for the full year, even if the meter is not set all the time.

Deposits:

5/8" hydrant meter – \$500.00

3" hydrant meter – \$2,000.00

A deposit will need to be paid for each hydrant meter application/permit that is taken out.

The Maintenance Department ~~Customer Service Department~~ will have to let the City Hall Billing ~~Accounting~~ Department know if the customer is done with the hydrant meter for the year or not, so the deposit can be applied or held. The customer's deposit will be applied to the final invoice. A refund check will be mailed to the customer if the deposit was more than the final bill. If a deposit does not get applied to an invoice, because the customer was going to use the hydrant meter again and did not, a refund check will be mailed to the customer at the end of the season.

No hydrant meter deposits will be held at the end of the year for the following year.

Certificate of Insurance:

The Applicant agrees that prior to issuance of a hydrant meter permit (the "Permit"), Applicant shall file with City Hall ~~the Secretary, or the Secretary's delegate,~~ a Certificate of Liability Insurance (ACORD Form 25 or equivalent) verifying the existence of the following coverage: Commercial General Liability (or an equivalent form) providing insurance to cover Bodily Injury, Property Damage, Personal Injury and Advertising Injury with limits of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate. This policy shall name the Applicant as the Insured and shall name the City of Carter Lake ~~Water Works and the Board~~ as Additional Insured's. The City of Carter Lake ~~Board~~ shall be shown as the Certificate Holder and there shall be 30 days' prior written notice of cancellation given to the City of Carter Lake ~~Board~~ by the insurance company. Applicants hereby waive subrogation rights under this policy against the City of Carter Lake ~~Board~~. The insurance company providing coverage under this Certificate shall carry a financial rating as assigned by A.M. Best of at least A-.

Hydrant Meter Water Charges:

Please see City Hall for ~~click here to see~~ our current meter charges and water rates: [Water Charges](#)

Fees:

Removal/Resetting Hydrant Meter – \$60.00

Set Hydrant Meters:

Hydrant meters will be set Monday through Friday, between the hours of 8:30 AM and 3:00 PM, except holidays.

The customer will need to contact the City Hall ~~Water Works office~~ to sign the hydrant meter application/permit form, to pay the deposit and to schedule the hydrant meter to be set, reset or removed. The customer will need to give the Maintenance Department ~~Water Works~~ 48 hours' notice to set the hydrant meter in the beginning. The customer will need to give the Maintenance Department ~~Water Works~~ 24 hours' notice to reset the hydrant meter on another hydrant or remove the hydrant meter when they are finished. There will not be a charge to set the hydrant meter the first time, but there will be a \$60 reset fee every time a customer wants the hydrant meter moved or removed when they are finished with the hydrant meter. Hydrant meters will be set, reset or removed by City of Carter Lake Maintenance ~~Water Works~~ personnel only. The customer will be responsible for the hydrant meter until it is picked up.

The Maintenance ~~Meter~~ Department will determine what fire hydrants will be used and set the hydrant meter assemblies. It will take two (2) people to set the 3" meters and one (1) person to set the 5/8" meter. The customer will need to be present when the hydrant meter assembly is set to be given instructions on how to operate the assembly. The Maintenance Department ~~Meter Department~~ will turn the fire hydrant on when the hydrant meter is set, and the customer will then use the takeoff valve to get water when they need it. The customer will not need a hydrant wrench to use a hydrant meter. The customer will need to shut the takeoff valve off when the hydrant meter is not being used.

A chain or vinyl covered cable with a lock will be used to secure the hydrant meter assembly to the fire hydrant. ~~An identification tag will be attached to the assembly to know what hydrant meter is assigned to that assembly.~~

Reading Hydrant Meters:

The Maintenance ~~Meter~~ Department will be responsible for taking a photo of the reading at the time of the meter is installed. ~~monthly readings of all the hydrant meters that are set. Reading the meters should be done on the 25th of each month or the day before or after if it lands on a weekend. Accounting will do the invoices by the end of the month.~~ When a contractor is completely done using a hydrant meter a final reading **and photo will be taken and sent to the billing clerk** and a final invoice will be prepared for water usage and any equipment not returned or found to be damaged.



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Carter Lake

Ames, IA 50010

11/14/2025 10:20:35 AM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$69,922					\$69,922
Benefits - Roads/Streets		\$21,254					\$21,254
Building & Grounds Maint. & Repair		\$5,206					\$5,206
Road Beautification		\$35,800					\$35,800
Vehicle & Office Equip Operation and Repair		\$23,540					\$23,540
Other Utilities		\$10,833					\$10,833
Insurance		\$8,931					\$8,931
Medical		\$55					\$55
Minor Equipment Purchases		\$112					\$112
Other Equipment		\$3,067					\$3,067
Operating Supplies		\$4,273					\$4,273
New Posts & Signs		\$64					\$64
Vehicles		\$123,558					\$123,558
Street - Preservation		\$86,140					\$86,140
Street Lighting		\$103,514					\$103,514
Snow Removal		\$5,657					\$5,657
Total		\$501,926					\$501,926



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Carter Lake

Ames, IA 50010

11/14/2025 10:20:35 AM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$0		\$0	\$0			\$0
State Revenues - Road Use Taxes		\$538,395					\$538,395
Charges/fees						\$0	\$0
Total	\$0	\$538,395	\$0	\$0		\$0	\$538,395



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Carter Lake

11/14/2025 10:20:35 AM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
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Total



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Carter Lake

11/14/2025 10:20:35 AM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
FORD DUMP TRUCK	2023	Purchased	\$77,000	New
3500 SILVERADO	2025	Purchased	\$45,255	New



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Carter Lake

11/14/2025 10:20:35 AM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Carter Lake

11/14/2025 10:20:35 AM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$755,804	\$118,458	\$0	\$0	\$0	\$874,262
SubTotal Expenses (-)		\$501,926					\$501,926
Subtotal Revenues (+)	\$0	\$538,395	\$0	\$0		\$0	\$538,395
Ending Balance	\$0	\$792,273	\$118,458	\$0	\$0	\$0	\$910,731

Resolution Number:

Execution Date: Monday, November 17, 2025

Signature: JACKIE CARL, CITY CLERK

**IOWA PRICING 3-6k POP
(GWORKS CONVERSION)**

Prepared by Civic Systems, LLC



Civic Systems, LLC
Phone: 888.241.1517
Fax: 608.249.1050
mlesch@civicsystems.com
www.civicsystems.com

October 3, 2025
*Pricing is good for 30 Days

3-6k Population Core Modules and Pricing

	License Fee	*One-Time conversion / setup	Training	One Time Fee Totals	Monthly Fees (Support and Maintenance)
4 Concurrent Hosted User Licenses	0	-	-	-	400
Reporting (Included No Cost)	0	-	-	-	-
Accounts Payable	0	1,800	1,200	3,000	300
AP ACH w/ Vendor Notification	0	-	-	-	-
Accounts Receivable	0	1,800	900	2,700	201
Animal Licenses	0	1,200	600	1,800	99
Building Permits	0	4,200	2,100	6,300	293
Approvals and Notifications	0	--	-	-	-
Field Review (Mobile App)	0	--	-	-	60
Business Licenses	0	1,200	600	1,800	121
Cash Receipting	0	1,200	600	1,800	165
General Ledger	0	3,600	3,000	6,600	201
Activity Reporting	0	-	-	-	-
Bank Rec	0	-	-	-	-
Budgeting	0	-	-	-	-
Iowa Reporting	0	-	-	-	-
Excel Connector GL	0	-	-	-	-
miViewPoint (Department Head Dashboard) (Unlimited)	0	1,200	1,200	2,400	206
miCR (Need CR) (Unlimited Users)	0	-	-	0	-
miAP Workflow (Unlimited Users)	0	1,200	1,200	2,400	-
miBudget (Unlimited Users)	0	900	600	1,500	-
Payroll w/ Direct Deposit	0	4,500	2,400	6,900	400
Electronic Submittals (State and Fed)	0	-	-	-	-
miPay Online (Employee Portal)	0	-	-	-	-
miTime (Electronic Timesheets) (Unlimited Users)	0	1,200	1,200	2,400	206
Excel Connector	0	-	-	-	35
Community Portal	0	5,400	1,200	6,600	200
AR, Business Licenses Renewals, Permits	0	-	-	-	-
TOTALS COSTS	0	29,400	16,800	46,200	2,852

*Transaction Fees done through the portal or through a Card Swipe are 3.5% + \$.30 per transaction. All echecks or ACH done through the portal are \$1.95 per transaction. ACH payments done through the software and sent via an ACH file to the bank have no cost from us. All Fees are able to be absorbed or passed along to the payor. All payments received are updated real time into Cash Receipting.

The CC terminals to take front counter payments are purchased by the City and are between \$275 - \$359 each. These are 1-time costs. (Most communities go with the PS SMARTPAD) shop.zift.io | [Payment Terminals](#)

Each organization can eliminate items on this chart or add items from the next pages for a suite of products that fits their needs.

***Based on typical conversions and setups for like sized utilities and cities. Each entity is different so there is a possibility of these numbers fluctuating by individual needs.**

3-6k Population Core Modules and Pricing

Add Ons (3-6k Pop)	License Fee Purchase Price	One-Time conversion / setup	Training	Year one Total w/o Support	Monthly Fees (Support and Maintenance)
Each additional Concurrent License	\$ 0	\$ 0	\$ 0	\$ 0	\$ 100
Code Enforcements	0	1,800	600	2,400	180

The following outlines the conversion services to be provided for the core modules included as a part of this Agreement. Depending on the data integrity in the legacy system, below is our typical data conversion when converting from a legacy system.

Accounts Payable

- > Vendor Information
- > 3 years of invoice and check history (**More Years Available**)
- > Report preparation
- > AP check formatting

Cash Receipting

- > Setup receipt categories and corresponding GL accounts
- > Report preparation

General Ledger

- > Chart of Accounts
- > Financial statements
- > Report preparation
- > 3 years detail information (**More Years Available**)
- > 3 years of budget information (**More Years Available**)

Payroll

- > Employee information
- > Pay code setup
- > 3 Years of Year To Date Totals
- > Recalculate payroll to ensure data accuracy
- > Report preparation
- > Leave time balances
- > Paycheck formatting

Hardware Specs (Needed if not Hosted in the Cloud)

HARDWARE REQUIREMENTS (ONLY NEEDED IF ON PREMISE)

Network System Requirements – Caselle® Connect – Network

Important! Using servers or workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

Network Server Operating System	Microsoft® Windows 2016 Server (64-bit), 2019 (64-bit), or 2022 (64-bit)
Network Server Equipment	Intel® Xeon® Quad-Core Processor 3.0 Ghz or higher Minimum 16 GB of available RAM 30 GB available disk space for Caselle Connect applications (1 GB) and data Enterprise SSD Color SVGA .28 Monitor 1 GB Ethernet Network Card 1 GB Ethernet Switch <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Database Server Equipment and Operating System	<ul style="list-style-type: none">• Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server).• Networks with more than ten workstations may require faster processors and/or more memory than the recommended.
Database Software	Microsoft® SQL Server 2016 (64-bit), 2019, or 2022 (64-bit)
Network Server and Database Server Power Protection	True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	Intel Core 2 Duo, i5, or i7 (3 GHz or higher) 8 GB of available RAM 30 GB available disk space for Caselle Connect applications (180 MB) and data Color SVGA .28 Monitor LCD Monitor <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Workstation Operating System	Windows 10 or 11™ Professional (64-bit).
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up fileserver hard drive on one tape and provide tape read after write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.
Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca 9000 and 1500 Series Printers Star TSP100 Epson TM – U325, TM-U675, and Epson TM – H6000IV
Internet Access	10 Mbps minimum available connection speed Explanation: Caselle® Applications require Internet access to download program updates.
Email	Email that is compatible with Microsoft® Windows.
Network Installer	Microsoft® Authorized and Certified



Sales Quotation For:
Quote Number:

City of Carter Lake
2025-575461-D1P0Y9

ANNUAL/SAAS

ERP Pro 10 Financial Management Suite

- AP Automation Capture with Disbursements

Identity

- Workforce Direct

My Civic Suite

- My Civic Pro

SERVICES

- Professional Services
- Implementation

THIRD PARTY

SUMMARY COSTS

	One-Time Fees	Recurring Fees
Software License Fees	\$ 0.00	\$ 0.00
SaaS Fees	\$ 0.00	\$ 7,980.00
Services	\$ 8,700.00	\$ 0.00
Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Estimated Travel Expenses	\$ 0.00	\$ 0.00
Total	\$ 8,700.00	\$ 7,980.00

Subject to Approval



Sales Quotation For:
 City of Carter Lake
 950 Locust St
 Carter Lake IA 51510-1529
 Jackie CARL
 +1 (712) 347-6320
 jackie.carl@carterlake-ia.gov

Quoted By Adam Pfaff
 Quote Expiration 4/28/26
 Quote Name AWS No Server Required

Tyler Annual Software – SaaS				
Description	List Price	Discount	Annual	
ERP Pro				
ERP Pro 10 Financial Management Suite				
AP Automation Capture with Disbursements	\$ 3,600	\$ 864	\$ 2,736	
Tyler One				
Identity				
Workforce Direct	\$ 0	\$ 0	\$ 0	
My Civic Suite				
My Civic Pro	\$ 6,900	\$ 1,656	\$ 5,244	
TOTAL:		\$ 10,500	\$ 2,520	\$ 7,980
Term # of Years:		3		

Tyler Fees per Transaction

Description	Net Unit Price
ERP Pro	
ERP Pro 10 Financial Management Suite	
AP Automation Disbursements	\$ 0.00

Services

Description	Hours/Units	Price	Discount	Extended Price
ERP Pro 10 Financial Management Suite				
Project Management	1	\$ 1,600	\$ 1,600	\$ 0
My Civic Suite				
Professional Services	60	\$ 8,700	\$ 0	\$ 8,700
TOTAL:		\$ 10,300	\$ 1,600	\$ 8,700

Summary

	One Time Fees	Recurring Fees
Total SaaS		\$ 7,980
Total Tyler Services	\$ 8,700	
Summary Total	\$ 8,700	\$ 7,980

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

By purchasing the Tyler Products, you authorize Tyler to design, customize, develop, and maintain the My Civic application on your behalf. You further acknowledge and agree that for purposes of developing and maintaining its application marketplace portfolios, Tyler will act as the "authorized developer" of the My Civic application.

Client will work with a third party for Identity Provider.

AP Automation Capture with Disbursements Workforce Direct

A fully automated vendor payment system, including an automated invoice capture system, invoice approval system, AP Invoice Access

The use of certain Tyler application(s) requires Client to engage and use an identity provider that meets Open ID Connect (OIDC) or Security Assertion Markup Language (SAML) standards (each, an "IdP"), such as Microsoft Entra ID, Okta, Google Cloud Identity or RapidIdentity. Client will permit these applications to directly federate with such IdP. Client is responsible for (a) keeping Client and its representatives' passwords secure and confidential, (b) any account activity or access that occurs pursuant to Client and its representatives' passwords, its account or IdPs, and (c) notifying Tyler of any unauthorized access to its account. If you already have an IdP in place, you must provide Tyler with the name of the IdP and IT provider contact to facilitate federation. Failure to provide Tyler with the ability to federate to a supported IdP may result in disrupted deployment and implementation schedules and additional costs. If you do not have an IdP in place, please contact us for additional information in a timely manner.

AP Automation Disbursements

Expedited disbursement options available to vendors include instant transfer to a bank account, PayPal, Venmo and fast ACH where fees may apply. No fee options include standard ACH, and physical checks. All disbursements will be made pursuant to the terms and conditions found at <https://www.tylertech.com/client-terms/ap-automation-disbursements-software-and-services-terms-of-use>

Subject to Approval



Sales Quotation For:
Quote Number:

City of Carter Lake
 2025-567894-X4S8Y8

ANNUAL/SAAS
<p>ERP Pro 10 Financial Management Suite</p> <ul style="list-style-type: none"> • Core Financials • Human Resources Management (Includes Position Budgeting) • Employee Access Pro <p>ERP Pro 10 Customer Relationship Management Suite</p> <ul style="list-style-type: none"> • Cashiering <p>Other Services</p> <ul style="list-style-type: none"> • Tyler University <p>Identity</p> <ul style="list-style-type: none"> • Workforce Direct <p>Permitting & Licensing Pro</p> <ul style="list-style-type: none"> • Licensing • Permitting • Collaborator Access • Public Access • Request Manager <p>Time & Attendance</p> <ul style="list-style-type: none"> • Time & Attendance • Time & Attendance Mobile Access License <p>Content Manager Suite</p> <ul style="list-style-type: none"> • Content Manager Core

SERVICES
<ul style="list-style-type: none"> • Professional Services • Implementation • Conversions

THIRD PARTY
<ul style="list-style-type: none"> • Third Party Verification Services - Work Number by Equifax

SUMMARY COSTS		
	One-Time Fees	Recurring Fees
Software License Fees	\$ 0.00	\$ 0.00
SaaS Fees	\$ 0.00	\$ 27,058.00
Services	\$ 57,642.00	\$ 511.00
Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Estimated Travel Expenses	\$ 0.00	\$ 0.00
Total	\$ 57,642.00	\$ 27,569.00



Sales Quotation For:
 City of Carter Lake
 950 Locust St
 Carter Lake IA 51510-1529
 Jackie CARL
 +1 (712) 347-6320
 jackie.carl@carterlake-ia.gov

Quoted By Adam Pfaff
 Quote Expiration 3/22/26
 Quote Name AWS No Server Required

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
Core Financials	\$ 12,214	\$ 2,931	\$ 9,283
Human Resources Management (Includes Position Budgeting)	\$ 4,498	\$ 1,080	\$ 3,418
Employee Access Pro	\$ 0	\$ 0	\$ 0
ERP Pro 10 Customer Relationship Management Suite			
Cashiering	\$ 1,415	\$ 340	\$ 1,075
Tyler One			
Identity			
Workforce Direct	\$ 0	\$ 0	\$ 0
Permitting & Licensing Pro			
Permitting	\$ 4,344	\$ 1,043	\$ 3,301
Licensing	\$ 4,344	\$ 1,043	\$ 3,301
Collaborator Access	\$ 0	\$ 0	\$ 0

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Public Access	\$ 0	\$ 0	\$ 0
Request Manager	\$ 0	\$ 0	\$ 0
Time & Attendance			
Time & Attendance Mobile Access License	\$ 1,503	\$ 361	\$ 1,142
Time & Attendance	\$ 3,107	\$ 746	\$ 2,361
Content Manager Suite			
Content Manager Core	\$ 4,180	\$ 1,003	\$ 3,177
TOTAL:	\$ 35,605	\$ 8,547	\$ 27,058
Term # of Years:	3		

Tyler Annual Services			
Description	List Price	Discount	Annual
ERP Pro			
Other Services			
Tyler University	\$ 1,023	\$ 512	\$ 511
TOTAL:	\$ 1,023	\$ 512	\$ 511

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
ERP Pro				
ERP Pro 10 Financial Management Suite				
Third Party Verification Services - Work Number by Equifax	1	\$ 0	\$ 0	\$ 0

TOTAL:

\$ 0

\$ 0

Services				
Description	Hours/Units	Price	Discount	Extended Price
ERP Pro 10 Financial Management Suite				
Professional Services	248	\$ 35,960	\$ 0	\$ 35,960
Data Conversion Services		\$ 7,500	\$ 3,750	\$ 3,750
Project Management	1	\$ 1,600	\$ 1,600	\$ 0
ERP Pro 10 Customer Relationship Management Suite				
Professional Services	20	\$ 2,900	\$ 0	\$ 2,900
Project Management	1	\$ 1,250	\$ 1,250	\$ 0
Permitting & Licensing Pro				
Licensing	1	\$ 1,321	\$ 0	\$ 1,321
Permitting	1	\$ 1,321	\$ 0	\$ 1,321
Project Management	1	\$ 2,500	\$ 2,500	\$ 0
Data Conversion Services		\$ 1,000	\$ 500	\$ 500
Time & Attendance				
Professional Services	50	\$ 7,250	\$ 0	\$ 7,250
Project Management	1	\$ 1,250	\$ 1,250	\$ 0
Content Manager Suite				
Professional Services	32	\$ 4,640	\$ 0	\$ 4,640
TOTAL:		\$ 68,492	\$ 10,850	\$ 57,642

Summary

Total SaaS

Total Third Party Hardware, Software, Services

Total Tyler Services

Summary Total

One Time Fees

\$ 0

\$ 57,642

\$ 57,642

Recurring Fees

\$ 27,058

\$ 0

\$ 511

\$ 27,569

Subject to Approval

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Client will work with a third party for Identity Provider.

Cashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Workforce Direct

The use of certain Tyler application(s) requires Client to engage and use an identity provider that meets Open ID Connect (OIDC) or Security Assertion Markup Language (SAML) standards (each, an "IdP"), such as Microsoft Entra ID, Okta, Google Cloud Identity or RapidIdentity. Client will permit these applications to directly federate with such IdP. Client is responsible for (a) keeping Client and its representatives' passwords secure and confidential, (b) any account activity or access that occurs pursuant to Client and its representatives' passwords, its account or IdPs, and (c) notifying Tyler of any unauthorized access to its account. If you already have an IdP in place, you must provide Tyler with the name of the IdP and IT provider contact to facilitate federation. Failure to provide Tyler with the ability to federate to a supported IdP may result in disrupted deployment and implementation schedules and additional costs. If you do not have an IdP in place, please contact us for additional information in a timely manner.

Licensing Data Conversion Services

Business Licenses Conversion includes current licenses, contacts, and locations - no transaction history.

Permitting Data Conversion Services

Permits & Inspections Conversion includes open projects, contacts, and locations - no transaction history.

Human Resources Management / Payroll Data Conversion

Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history.

Financial Management Data Conversion

Financial Management conversion includes Chart of Accounts, General Ledger, Accounts Payable, current fiscal year balanced transactions, and unlimited unbalanced transaction history.

Third Party Verification Services - Work Number by Equifax

Tyler may terminate its provision of the Third Party Verification Service, upon email notice to client, without incurring any liability. Tyler will provide the hardware, software and services pursuant to the Comments and Employment Verification Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case as set forth below.

RESOLUTION 2025-

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Elizabeth Sander's wages be set at \$31.28 per hour beginning December 4, 2025. Elizabeth has been an officer with the Police Department for two years.

Recommended by: Union Contract

Passed and approved this 17th day of November, 2025.

Ron Cumberledge, Mayor

ATTEST:

Jackie Carl, City Clerk

RESOLUTION 2025-

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Kaitlyn Watson's wages be set at \$20.00 per hour beginning [REDACTED], 2025. Kaitlyn has been the Library Circulation Manager since September 27, 2024.

Recommended by: Library Director

Passed and approved this 17th day of November, 2025.

Ron Cumberledge, Mayor

ATTEST:

Jackie Carl, City Clerk

RESOLUTION 2025-

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Nicholas Dargy's wages be set at \$37.43 per hour beginning October 14,2025. Nicholas has been an officer with the Police Department for six years.

Recommended by: Union Contract

Passed and approved this 17th day of November, 2025.

Ron Cumberledge, Mayor

ATTEST:

Jackie Carl, City Clerk

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE STORMWATER AND HOUSING URBAN RENEWAL AREA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

WHEREAS, the City Council of the City of Carter Lake, Iowa (the “City”) previously enacted an ordinance entitled “An Ordinance Providing For The Division Of Taxes Levied On Taxable Property in the Stormwater and Housing Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa” and now seeks to amend that ordinance to provide for additional territory subject to division of taxes; and

WHEREAS, pursuant to this ordinance, additional territory shall be added to the Stormwater and Housing Urban Renewal Area, hereafter referred to as the Stormwater and Housing Urban Renewal Area, and that territory shall be designated a “tax increment district” subject to the division of taxes in Iowa Code 403.19; and

BE IT ENACTED by the Council of the City of Carter Lake, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the Stormwater and Housing Urban Renewal Area, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Carter Lake to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Carter Lake, Iowa.

“County” shall mean Pottawattamie County, Iowa.

“Stormwater and Housing Urban Renewal Area” shall mean the urban renewal area, approved by the City Council by resolution adopted on the 17th day of November, 2025. The territory of the Area may be legally described as:

Lot 2 in the Final Plat of The Residence at Carter Lake, a replat of Lots C, D, and E, Auditor’s Subdivision of Lot 5 of Auditor’s Subdivision of Lot 4 in Section 21, Township 75 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, according to the plat recorded as Document No. 2025-10918 of the Pottawattamie County, Iowa Recorder’s Office.

“Urban Renewal Area” shall mean the entirety of the Stormwater and Housing Urban Renewal Area as amended from time to time.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Stormwater and Housing Urban Renewal Area. After the effective date of this ordinance, the taxes levied on the taxable property in the Stormwater and Housing Urban Renewal Area each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Stormwater and Housing Urban Renewal Area is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Stormwater and Housing Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Stormwater and Housing Urban Renewal Area on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Stormwater and Housing Urban Renewal Area to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area , and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Stormwater and Housing Urban Renewal Area exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Stormwater and Housing Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of

the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the Council of the City of Carter Lake, Iowa, the 17th day of November 2025, waiving additional readings.

Mayor

Attest:

City Clerk

• • • • •

STATE OF IOWA
COUNTY OF POTTAWATTAMIE

SS:

I, the undersigned, County Auditor of Pottawattamie County, in the State of Iowa, do hereby certify that on the ___ day of _____, 2025, the City Clerk of the City of Carter Lake, Iowa, filed in my office a copy of an ordinance of such City shown to have been adopted by the Council and approved by the Mayor thereof on the ___ day of _____, 2025, entitled: “An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Stormwater and Housing Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa”, and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ___ day of _____, 2025.

County Auditor

Resolution #

RESOLUTION APPROVING URBAN RENEAL PLAN

WHEREAS, the City Council of the City of Carter Lake, Iowa (the “City”) by its resolution of necessity has proposed the creating of the Stormwater and Housing Urban Renewal Area; and

WHEREAS, a proposed Urban Renewal Area (the “Area”), attached as Exhibit A, has been offered for consideration which would comprise the Stormwater and Housing Urban Renewal Area; and

WHEREAS, an Urban Renewal Plan, set out and attached as Exhibit B, has been offered for consideration which would authorize the undertaking of urban renewal projects and for the division of revenue under Iowa Code 403.19; and

WHEREAS, copies of the urban renewal plan amendment, notice of public hearing and notice of a consultation meeting with respect to the Plan were mailed to required taxing entities the consultation meeting was duly held; and no comments were received and no responses to any comments or recommendations received following the consultation meeting are required by law;

WHEREAS, all other procedural requirements, including receiving comments from the Planning and Zoning Commission and the public hearing on the proposal, to make this amendment have been completed by the City; and

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

Section 1. The territory described in Exhibit A shall comprise the Stormwater and Housing Urban Renewal Area and the Urban Renewal Area is hereby in all respects approved as a district designated for economic development and for slum and blight alleviation.

Section 3. The Urban Renewal Plan contained in Exhibit B is hereby in all respects approved.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved November 14, 2025.

Mayor

Attest:

City Clerk

EXHIBIT A
Legal Description
Stormwater and Housing Urban Renewal Area

The entire corporate limits of the City of Carter Lake

EXHIBIT B
URBAN RENEWAL PLAN
STORMWATER AND HOUSING URBAN RENEWAL AREA

1. Designation of Urban Renewal Area: The Stormwater and Housing Urban Renewal Area is designated as both a slum and blight district and an economic development area as identified in Iowa Code Chapter 403 and it is necessary in the interests of the public health, safety, or welfare of the residents of the municipality to undertake urban renewal projects in this area. The following specific findings are made to justify the designation:

1. Physical deterioration, outdated, or inadequate infrastructure (e.g., inadequate stormwater systems).
2. Poor infrastructure contributes to unsafe or unhealthy conditions.
3. The rehabilitation, conservation, redevelopment, development, or a combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the municipality.
4. That a shortage of available market rate housing and affordable exists within the City and that the Area will ameliorate this need.

2. Area Boundaries. The Urban Renewal Area will be as established as the entire corporate limits of the City. This plan also establishes a Tax Increment Financing special district that will be limited to the following property:

Lot 2 in the Final Plat of The Residence at Carter Lake, a replat of Lots C, D, and E, Auditor's Subdivision of Lot 5 of Auditor's Subdivision of Lot 4 in Section 21, Township 75 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, according to the plat recorded as Document No. 2025-10918 of the Pottawattamie County, Iowa Recorder's Office.

3. Tax Increment Financing. This plan contemplates passage of a City Ordinance providing for the division of revenue pursuant to Iowa Code 403.19. This Ordinance for division of revenue will create a special Tax Increment Financing District. The applicable assessment roll for the "frozen base" of the Tax Increment will be January 1, 2024, provided the Ordinance is legally adopted before December 31, 2025.

4. Urban Renewal Projects Authorized to Be Undertaken. The Urban Renewal Area was created in conformance with the general development plan of the City and all projects authorized in the Area must also conform to the goals of the general plan. The list of authorized projects to be completed under the urban renewal plan is as follows:

- a. Stormwater Infrastructure.** The City shall use its urban renewal authority, including tax increment financing, to facilitate the provision of public and private infrastructure for enhancement of stormwater conveyance. Specific projects authorized are the following:

- i. **Golf Course Stormwater Pond.** Construction of a stormwater retention/detention basin on the Shoreline Golf Course.
- ii. **Stormwater Capital Improvement Plan.** Any project contained in the adopted stormwater capital improvement plan.
- iii. **Private Stormwater Improvements.** Grants or Loans to private property owners for stormwater improvements needed for the construction of new improvements and structure required for the improvement of public stormwater conveyance.

b. Housing Programs. The City may use its urban renewal authority, including tax increment financing, to provide grants, forgivable loans, or both as down payment incentives for newly constructed homes within the Area.

- 5. Property Acquisition and Disposition.** Property acquisition and disposition activities under the Plan will conform to state law. Property acquisition and disposition will be based upon the need for such in order to fulfill the goals of the City’s general plan and this urban renewal plan.
- 6. Amendments.** This plan may be amended as needed from time to time in the manner prescribed by state law.
- 7. Relocation.** The City will require any development receiving public financial assistance who is displacing residents to put in place a feasible method for the location of families into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families.
- 8. Effective Period.** The Urban Renewal Plan and Tax Increment Financing Ordinance shall remain in effect on a perpetual basis, subject only to repeal by the Council.
- 9. Required Financial Information.** The following information is provided in accordance with the requirements of Chapter 403 of the Code of Iowa:

Outstanding general obligation debt of the City:	\$3,470,000.00
Constitutional debt limit of the City:	<u>\$17,806,181.20</u>
Proposed debt to be incurred in the area as General Obligation Debt:	<u>\$NONE</u>

WRITTEN MOTION
Carter Lake Planning and Zoning Commission
Recommendation Related to Urban Renewal Plan

WHEREAS, Iowa Code § 403.5(2) requires that, before the City Council holds a public hearing and acts on an urban renewal plan, the proposed plan be submitted to the municipality's planning commission for review and for a determination as to whether the plan conforms to the general/comprehensive plan of the municipality;

WHEREAS, the City of Carter Lake has prepared a proposed "Stormwater and Housing Urban Renewal Plan" for the area described in the plan (the "Plan"), which Plan has been submitted to this Commission for review;

WHEREAS, the Commission has reviewed the Plan and the Commission finds its objectives to be consistent with the community development, infrastructure, and housing policies contained in the City of Carter Lake Comprehensive Plan;

NOW, THEREFORE, BE IT MOVED by the Carter Lake Planning and Zoning Commission:

1. **Conformity Finding.** The Commission hereby finds and determines that the proposed Stormwater and Housing Urban Renewal Plan, as submitted, conforms to and is consistent with the Comprehensive Plan of the City of Carter Lake, Iowa, in that it advances public infrastructure and stormwater management needed to protect health, safety, and welfare; supports housing and residential development within the City limits; and applies to territory already within the City and therefore within the area contemplated for municipal improvements in the Comprehensive Plan.
2. **Recommendation to City Council.** The Commission recommends that the Carter Lake City Council approve and adopt the Stormwater and Housing Urban Renewal Plan pursuant to Iowa Code chapter 403.

Passed and adopted this 10th day of November, 2025..

VOTING YES:

Ed Palaucci, Drew Evers

Walter Dwyer

Ag Dan Balducci
[Signature]

VOTING NO: _____

Signature of Presiding Officer

[Signature]

AFFIDAVIT OF PUBLICATION

The Daily Nonpareil

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Daily Nonpareil, a newspaper printed and published three (3) days a week at Council Bluffs, in said County and State, and that the notice herto attached was published in said newspaper once each day for the period on the dates below listed.

PUBLICATION DATES:

Nov. 13, 2025

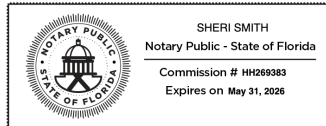
NOTICE ID: 4FhIcXLIWAWwo9kRginJ

PUBLISHER ID: COL-9102737

NOTICE NAME: Urban Renewal Hearing

Anjana Bhadoriya

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 11/14/2025

S. Smith

Notary Public

PUBLICATION FEE: \$29.70

Notarized remotely online using communication technology via Proof.

Carter Lake Urban Renewal Hearing

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: The Carter Lake City Council will meet at the City Hall, 950 E. Locust Street, Carter Lake, Iowa, on November 17, 2025 at 7:00 PM, at which time and place it will hold a public hearing on the designation of the Urban Renewal Area described in the preamble hereof and on the Urban Renewal Plan.

The plan amendment includes adding new territory to the Area, including all the property described as shown below:

The entire corporate limits of the City of Carter Lake

The proposed amendment to the urban renewal plan brings the property described above under the plan and includes the authorization of a new urban renewal projects.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing. Objections or comments may also be filed in writing at City Hall, 950 E. Locust Street, Carter Lake, Iowa.

By the order of the City Council
November 13, 2025 COL-9102737

REVISED DEVELOPMENT AGREEMENT

This Agreement is made by and among OPG Carter Lake Partners, LLC, a Kansas limited liability company with its principal office at 254 N. Santa Fe Avenue, Suite A, Salina, Kansas 67401 ("Developer"), Overland Land Group, LLC, a Delaware limited liability company with its principal office at 254 N. Santa Fe Avenue, Suite A, Salina, Kansas 67401 ("Parcel B Developer" and together with the Parcel A Developer, the "Developer"), and the City of Carter Lake, Iowa ("City"), a municipal corporation organized under the laws of the State of Iowa as of the _____ day of _____, 2025.

WHEREAS, the City has previously established the Summit Cut Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property which is situated within the Urban Renewal Area and more specifically described on Exhibit A hereto (the "Property"), and the Developer has undertaken the development and operation of a senior living residential housing complex (the "Project") on the Property; and

WHEREAS, the Parcel B Developer owns certain real property adjacent to the Property, which is situated within the Urban Renewal Area and more specifically describe don Exhibit B hereto (the "Parcel B Property"), and the Parcel B Developer has undertaken the obligation to develop the Parcel B Property in a manner consistent with the Urban Renewal Plan attached as Exhibit B to Resolution #[_____] of the City Council of the City of Carter Lake, Iowa (the "Urban Renewal Plan"); and

WHEREAS, the Developer has requested economic development assistance with respect to the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants & Parcel B Developer's Covenants

1. The Developer agrees to construct and maintain the Project on the Property, and to use said facility as part of its business operations throughout the term of this Agreement. Furthermore the completed Project and its operations shall meet the following criterion:
 - a. The Project shall be restricted to households where at least one member of the household is 55 or older.
 - b. The Project shall contain no more than 54 total dwelling units, consisting of 42 one-bedroom units and 12 two-bedroom units.

- c. The completed Project will include the on-site stormwater detention system as approved by the City of Carter Lake. The Developer will certify the final costs of this system to the City.
 - d. The Developer agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement with respect to the Property and to submit a receipt or cancelled check in evidence of each such payment.
2. The Developer acknowledges that failure to meet any of the criterion set forth in Section A.1 or in Section C of this Agreement will give the City the right to withhold the Payments provided for in Section B below.
3. The Parcel B Developer agrees to maintain the Parcel B Property in a manner consistent with the Urban Renewal Plan. The Parcel B Developer acknowledges that failure to meet the criterion set forth in this Section A.3, which failure is not cured within 30 days after receipt of notice by the City, will constitute a default by Parcel B Developer under this agreement. Notwithstanding the foregoing, a default by Parcel B Developer shall not be a default of Developer, and withholding of the Payments provided for in Section B below will not be a remedy for default by Parcel B Developer.

B. City's Covenants

1. In recognition of the Developer's obligations set out above, the City agrees to provide economic development assistance to the Project. The City's assistance to the project will be according to the following terms:
 - a. The City will make an Urban Renewal Grant equal to an amount of the certified costs of constructing an enhanced on-site stormwater detention system on the Property to the Developer, pursuant to Chapters 15A and 403 of the Code of Iowa.
 - b. To fulfill the economic development grant set out in B.1a, the City agrees to make up to 10 semi-annual tax rebate payments (the "Payments") to the Developer, pursuant to Chapters 15A and 403 of the Code of Iowa and as described below, provided, however that the total amount of the Payments shall not exceed the lesser of (i) FOUR HUNDRED THOUSAND DOLLARS (\$400,000) or (ii) the amount of the Urban Renewal Grant described in B.1a.
 - c. The semi-annual payments described in B.1.b shall be calculated by the rate made available by the Iowa Department of Management for tax increment financing districts, and not according to the consolidated tax rate of the City.
 - d. The semi-annual payments described in B.1.b shall first be due in the first period for which incremental taxes are available from the Property and no payment shall be in excess of the amount received in incremental taxes for any given period.

C. Administrative Provisions

1. This Agreement may not be amended or assigned without the written consent of all the other parties.
2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.
4. The City, Parcel B Developer, and the Developer have caused this Agreement to be signed, and the City's seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF CARTER LAKE

By _____
Mayor Date

Attest:

City Clerk

[Signatures Continue on Following Page]

DEVELOPER

OPG CARTER LAKE PARTNERS, LLC,
an Iowa limited liability company

By: OPG Carter Lake Managers, LLC,
an Iowa limited liability company
Its: Managing Member

By: Overland Communities Group, LLC,
a Delaware limited liability company
Its: Sole Member

By: Overland Property Group, LLC,
a Delaware limited liability company
Its: Manager

By: Overland Property Group, LLC,
a Kansas limited liability company
Its: Manager

By: _____
Name: Matthew Gillam
Title: Manager
Date: _____

PARCEL B DEVELOPER

OVERLAND LAND GROUP, LLC,
a Delaware limited liability company

By: Overland Property Group, LLC,
a Delaware limited liability company
Its: Manager

By: Overland Property Group, LLC,
a Kansas limited liability company
Its: Manager

By: _____
Name: Matthew Gillam
Title: Manager
Date: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lot 2 in the Final Plat of The Residence at Carter Lake, a replat of Lots C, D, and E, Auditor's Subdivision of Lot 5 of Auditor's Subdivision of Lot 4 in Section 21, Township 75 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, according to the plat recorded as Document No. 2025-10918 of the Pottawattamie County, Iowa Recorder's Office.

EXHIBIT B
LEGAL DESCRIPTION OF THE PARCEL B PROPERTY

Lot 1 in the Final Plat of The Residence at Carter Lake, a replat of Lots C, D, and E, Auditor's Subdivision of Lot 5 of Auditor's Subdivision of Lot 4 in Section 21, Township 75 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, according to the plat recorded as Document No. 2025-10918 of the Pottawattamie County, Iowa Recorder's Office.