

AGENDA  
CITY OF CARTER LAKE  
REGULAR CITY COUNCIL MEETING  
CITY HALL – 950 LOCUST ST.  
MONDAY, JANUARY 20, 2014 – 7:00 PM

Pledge of Allegiance

Regular City Council Meeting

- I. Roll Call
- II. Approval of the Agenda
  - A. Additions
  - B. Deletions
- III. Consent Agenda
- IV. New Business
  - A. Appointments
    - 1. Mayor Pro-Tem (1 year)
    - 2. City Attorney (1 year)
    - 3. City Clerk (2 years)
    - 4. Safety Committee Members (2 – 2 year terms)
  - B. Communications from the Public
    - 1. Salvage Yard Permit Renewals
      - a. Lakeside Auto Recyclers
      - b. City Motor Center
    - 2. Liquor license renewals
      - a. Kwik Shop – ownership change
      - b. Kwik Shop – renewal
      - c. Improvement Club - renewal
    - 3. Bill Dahlheimer – Storm Water Assessment Fee
      - a. Rain garden installation – residential
      - b. Porous paving – residential
      - c. Rain barrel installation – residential
      - d. Attendance at City sponsored workshops regarding the above
    - 4. Kathy Glathar – Bountiful Basket Food Co-op
  - C. Communications from the Departments
    - 1. Fire Department Update – Applications for membership
    - 2. Planning Board Update
    - 3. Storm Water Committee Update
    - 4. Mayor Waltrip
      - a. Letter from Ron Rothmeyer resigning from Library Board
      - b. VFW fence bill and lien
    - 5. Council member Cumberledge – Public Comments
    - 6. City Clerk - Approve and place on file audit for FYE 6-30-13

- V. Resolutions
  - A. Designating Auditor
  - B. Designating newspaper
  - C. Resolution authorizing signatures for banking purposes
  - D. Approving depository for investments
  - E. Approving liens for delinquent utility bills
  - F. Approving and authorizing signatures on contract with Lamp Rynearson
  - G. Designating fee for fire calls
  - H. Approving tax abatement – 720 Key Circle
  
- VI. Comments
  - Mayor
  - City Council
  - Public (3 minutes)
  
- VII. Adjourn

CONSENT AGENDA  
REGULAR CITY COUNCIL MEETING  
CITY OF CARTER LAKE  
MONDAY, JANUARY 20, 2014 - 7:00 P.M.

- A. City Council Minutes
  - 1. Oct. 28, 2013
  - 2. Nov. 7, 2013
  - 3. Nov. 18, 2013
  - 4. Nov. 20, 2013
  - 5. Nov. 22, 2013
  - 6. Dec. 3, 2013
  - 7. Dec. 9, 2013
  - 8. Dec. 16, 2013
  - 9. Dec. 30, 2013
- B. Safety Meeting Minutes – Jan. 8, 2014
- C. Planning Board Minutes
  - 1. Oct. 28, 2013
  - 2. Nov. 11, 2013
- D. Board of Adjustments – Oct. 7, 2013
- E. Parks Board – Nov. 3 and Dec. 14, 2013
- F. MS4/Storm Water Minutes – Dec. 23, 2013
- G. Abstract of Claims for Approval
- H. Receipts for Approval – Aug., Sept., Oct. 2013
- I. Delinquent Utility Report – Jan. 15, 2014
- J. Overtime and Comp time reports
  - 1. Dec. 8, 2013
  - 2. Dec. 22, 2013
  - 3. Jan. 5, 2014
- K. Department Head Reports
  - 1. Senior Center – November and December 2013
  - 2. Fire Department – November 2013
  - 3. Police Department/Animal Control – No report submitted
  - 4. City Clerk/Administration – Dec. 2013
  - 5. Library – Dec. 2013
  - 6. Resource Center – No report submitted
  - 7. Maintenance – No report submitted
  - 8. Parks Department – No report submitted
  - 9. Building Inspector – No report submitted

01-17-14  
dm

AGENDA  
CITY OF CARTER LAKE  
SPECIAL CITY COUNCIL MEETING  
CITY HALL – 950 LOCUST STREET  
MONDAY, OCTOBER 28, 2013 – 4:30 PM

Roll Call

1. Review the police union's opening request for union contract negotiations.
2. Review the employee's union opening request for union contract negotiations.

The City Council will go into Closed Session to review both the police and the employee unions' initial request to begin contract negotiations.

Adjourn

12-01-10  
dm

There was not a quorum of the council therefore the meeting was cancelled.

City of Carter Lake  
City Hall – 950 Locust St.  
Proceedings: Thursday, Nov. 7, 2013 – 4:30 PM

## SPECIAL CITY COUNCIL MEETING

Mayor Russ Kramer called the special city council meeting to order at 4:30 PM.

Roll Call: Present – Council members Tim Parker, Barb Melonis, Barb Hawkins and Dave Huey.

Absent – Council member Ed Aldmeyer

Also present – City Attorney Joe Thornton and City Clerk Doreen Mowery

1. Gary Fett had James Owens present to submit his request to the council for approval of commercial construction. This project will replace the building that was destroyed by fire several years ago. It will be constructed on the existing basement of the old building. The planning board objected to the vinyl siding with a stone bottom. Mr. Owens was looking for consensus on the vinyl siding. The council felt that the building will look nice and it will be an improvement to the community. They had no objections to the proposed siding.
2. Moved by council member Hawkins seconded by council member Huey to approve the 2013 MS4 Storm Sewer Annual Report. Ayes: Unanimous.
3. The clerk submitted health insurance renewal options to the council. The current health insurance package will not be available after January 1, 2014. Our agent provided us with three optional proposals. The Auxiant policy covers the difference in the insurance and the fees that the employees pay. The partial self funding can remain in place and the employees would see very little change in what their expenses are. The cost of Auxiant will not change, however the City would be assuming additional risk. The Silver Plan that was presented appears to be the most cost effective with the least amount of risk. The council needs to notify and meet with the Police Union regarding insurance changes.

Moved by council member Hawkins seconded by council member Parker to go into closed session pursuant to Chapter 20 of the Code of Iowa as it pertains to Union Negotiations. Ayes: Unanimous.

The council went into closed session at 5:05 PM.

The council came back into open session at 5:55 PM.

6. Moved by council member Hawkins seconded by council member Melonis to appoint council members Aldmeyer and Huey as the negotiating team for both the Police and Employee Union Contracts. Ayes: Unanimous.

This special city council meeting was adjourned at 6:00 PM

City of Carter Lake  
City Hall – 950 Locust St.  
Proceedings: Thursday, Nov. 7, 2013 – 4:30 PM

---

Doreen Mowery, City Clerk

---

Russell D. Kramer, Mayor

City of Carter Lake  
City Hall – 950 Locust St.  
Proceedings: Monday, Nov. 18, 2013  
Regular City Council Meeting – 7:00 PM

Mayor Pro-Tem Barb Hawkins called the meeting to order at 7:00 PM.

#### The Pledge of Allegiance

- I. Roll Call: Present – Mayor Pro-Tem Barb Hawkins  
Council members Ed Aldmeyer, Dave Huey, Tim Parker and Barb Melonis  
Absent – Mayor Russ Kramer  
Also present – Attorney Joe Thornton and City Clerk Doreen Mowery
- II. Approval of the Agenda – There will not be a planning board update during this meeting. Moved by council member Aldmeyer seconded by council member Parker to approve the agenda with the deletion. Ayes: Unanimous.
- III. Consent agenda – Moved by council member Parker seconded by council member Melonis to approve the consent agenda as submitted. Ayes: Unanimous.

#### IV. New Business

##### A. Communications from the Public

1. Charlie McConkey was present to introduce himself as a candidate for the Iowa House of Representative. Charlie thanked the council and public for the opportunity to speak. He was born in Carter Lake and has spent his adult life in Council Bluffs. He would like to know the issues that concern the citizens. He is looking for good, hard working people to support him as their representative.
2. Dennis Rochford stated he was at the council meeting in October and he has presented a plan but he has not received a response from the City. He stated that he has not received a response; however computer records show he was sent an email response earlier in the day. He was given a copy of the email response by the attorney. Mr. Rochford stated that Phase II was approved last August and that there were not issues with the planning board at that time. Dennis is now proposing a detention pond to handle the storm water on his property and at this time he would like to get a building permit. Council member Melonis asked if the contents of the letter and the plans submitted by Mr. Rochford adequately meet our storm water ordinances, if so she feels a permit could be issued. City Engineers submitted their response on Nov. 13<sup>th</sup>. There were some questions that the building addressed with the Attorney on Friday. Moved by council member Melonis that within the next two weeks if the storm water issue and any other issues are addressed, then Mr. Rochford be issued a building permit. Motion died due to the lack of a second. Council member Aldmeyer stated there are still issues that need to be addressed. The engineer has made recommendations based on his review of the project. Mr. Rochford feels the council made their decision based on misinformation. He is trying to finish Phase II. The requirement of the ordinance is to have a storm water solution for the entire project. Ray Pauly stated that the Planning

City of Carter Lake

City Hall – 950 Locust St.

Proceedings: Monday, Nov. 18, 2013

Regular City Council Meeting – 7:00 PM

Board never approved a detention pond and most likely will never approve it. The clerk thinks the planning board had requested a bond to assure that the storm water solution is installed for the entire project. The original plan calls for him to connect into the storm water system. Council member Hawkins stated there does not need to be a motion for approval. If Mr. Rochford complies with all of the current ordinances then he will be issued a permit and it will not take council approval.

B. Communications from the Departments

1. Phill Newton submitted the Fire Department Update. Two or three weeks ago the department had their annual party. The department had a very large turnout for trick or treating. The department will be working with Theresa Hawkins on an AFG grant for a fire pumper. The department has had 414 calls to date. There were 30 EMS and 4 fire calls for October. The next pancake feed is scheduled for Dec. 1<sup>st</sup>. The department wishes everyone wonderful and blessed holidays
2. There was no Planning Board update at this time.
3. Mayor Kramer had requested that the council reappoint Karen Fisher to the Planning Board. Moved by council member Hawkins seconded by council member Huey to approve the appointment. Ayes: Unanimous.
4. Moved by council member Aldmeyer seconded by council member Melonis to approve renewal of the employee dental insurance with Delta Dental. Ayes: Unanimous.
5. Two letters of understanding were submitted for council consideration. Moved by council member Aldmeyer seconded by council member Huey to go into closed session under Chapter 21.5 of the Code of Iowa, section e to evaluate the performance of Michelle Badalucco and Phill Newton. Both employees requested that the council go into closed session. The council went into closed session at 7:25 PM  
The council came back into open session at 7:46 PM.  
Moved by council member Aldmeyer seconded by council member Hawkins that the letters or understanding are received and placed on file. The council will meet with the Mayor regarding this issue. Ayes: Unanimous.

V. Resolutions

- A. Moved by council member Melonis seconded by council member Huey to adopt a resolution placing liens for unpaid utility bills. Ayes: Unanimous.
- B. Moved by council member Melonis seconded by council member Parker to approve a resolution placing liens for unpaid weed bills. Ayes: Unanimous.
- C. Moved by council member Parker seconded by council member Huey to adopt a resolution writing off unpaid utility bills. Ayes: Unanimous.
- D. Moved by council member Huey seconded by council member Hawkins to adopt a resolution writing off unpaid weed bills. Ayes: Unanimous.

City of Carter Lake  
City Hall – 950 Locust St.  
Proceedings: Monday, Nov. 18, 2013  
Regular City Council Meeting – 7:00 PM

#### VI. Comments

Council member Melonis apologized for the inconvenience to the public during the closed session. She thanked the public for placing their confidence in her as a council member for another four year.

Council member Parker thanked everyone for attending the meeting tonight. He congratulated Barb Melonis, Ron Cumberledge and Jerry Waltrip for being elected. Council member Huey congratulated those elected. He also reminded everyone to be safe during the holidays.

Council member Aldmeyer thanked Tim Parker in advance of his last meeting. Tim has been a great participant and he appreciates it. He also congratulated the others that were elected.

Barb Hawkins also congratulated those that won the election. She reminded everyone to shovel their walks when the snow starts.

The Clerk requested a special meeting with the council to consider approving Sgt. Peffer's liquor license application. This will be set up in the near future.

Jeannine Poldberg requested information on bills that are written off. She would like to see the list and the requirements.

Jerry Bell wanted clarification on utility bills and letters of understanding.

Jerry Waltrip is interested in the letters of understanding. He wants to know why the two newly elected people are being excluded. He feels it could be held over until he is in office.

Meeting adjourned at 7:53 PM

---

Doreen Mowery, City Clerk

---

Barb Hawkins – Mayor Pro-Tem

City of Carter Lake  
City Hall – 950 Locust St.  
Proceedings: Wednesday, Nov. 20, 2013 – 6:00 PM

### SPECIAL CITY COUNCIL MEETING

Mayor Pro-Tem Barb Hawkins called the special city council meeting to order at 6:00 PM.

Roll Call: Present – Council members Barb Hawkins, Dave Huey and Ed Aldmeyer.  
Absent – Mayor Kramer and council members Tim Parker and Barb Melonis.  
Also present – City Clerk Doreen Mowery

1. Moved by council member Huey seconded by council member Aldmeyer the liquor license application for Sgt. Peffers. Ayes: Unanimous.

This special city council meeting was adjourned at 6:02 PM.

---

Doreen Mowery, City Clerk

---

Barb Hawkins – Mayor Pro-Tem

City of Carter Lake  
City Hall – 950 Locust St.  
Proceedings: Friday, Nov. 22, 2013 – 4:30 PM

### SPECIAL CITY COUNCIL MEETING

The Clerk called the special city council meeting to order at 4:30 PM.

Moved by council member Huey seconded by council member Aldmeyer to appoint Council member Parker as chair for this meeting.

Roll Call: Present – Council members Tim Parker, Dave Huey and Ed Aldmeyer.  
Absent – Mayor Kramer and council members Barb Hawkins and Barb Melonis.  
Also present – City Clerk Doreen Mowery

1. Moved by council member Aldmeyer seconded by council member Huey to approve the annual TIF report as presented. Ayes: Unanimous.
2. Moved by council member Aldmeyer seconded by council member Huey to approve the annual urban renewal report as submitted. Ayes: Unanimous.
3. Moved by council member Huey seconded by council member Aldmeyer to approve the annual financial report as presented. Ayes: Unanimous.

This special city council meeting was adjourned at 4:35 PM.

---

Doreen Mowery, City Clerk

---

Tim Parker, Chairman

City of Carter Lake  
City Hall – 950 Locust St.  
Proceedings: Tuesday, Dec. 3, 2013 – 4:30 PM

### SPECIAL CITY COUNCIL MEETING

Mayor Russ Kramer called this special city council meeting to order at 4:30 PM

Roll Call: Present – Mayor Kramer

Council members Barb Hawkins, Dave Huey and Ed Aldmeyer.

Absent – Council members Tim Parker and Barb Melonis.

Also present – City Clerk Doreen Mowery

1. Moved by council member Aldmeyer seconded by council member Hawkins to go into closed session pursuant to Chapter 20 of the Code of Iowa as it pertains to union negotiations. Ayes: Unanimous.

The council came out of closed session at 5:07 PM

No further action was taken.

This special city council meeting was adjourned at 5:07 PM.

---

Doreen Mowery, City Clerk

---

Russell D. Kramer, Mayor

City of Carter Lake  
City Hall – 950 Locust St.  
Proceedings: Monday, Dec. 9, 2013 – 5:00 PM

## SPECIAL CITY COUNCIL MEETING

Mayor Russ Kramer called the special city council meeting to order at 7:00 PM.

Roll Call: Present – Council members Tim Parker, Barb Melonis, and Ed Aldmeyer.

Absent – Council members Barb Hawkins and Dave Huey.

Also present – City Clerk Doreen Mowery

1. Council Member Aldmeyer introduced a resolution entitled “Resolution Setting Dates of a Consultation and a Public Hearing on a Proposed Amendment No. 1 to the Carter Lake Amended and Restated Urban Renewal Plan #5 in the City of Carter Lake, Iowa,” and moved that the same be adopted. Council member Parker seconded the motion to adopt. Ayes: Unanimous.
2. Moved by council member Aldmeyer seconded by council member Melonis to adopt a resolution setting a public hearing on a proposed Development Agreement with Paxton Vierling Steel. Ayes: Unanimous.

This special city council meeting was adjourned at 7:10 PM

---

Doreen Mowery, City Clerk

---

Russell D. Kramer, Mayor

City of Carter Lake  
City Hall – 950 Locust St.  
Proceedings: Monday, Dec. 16, 2013  
Regular City Council Meeting – 7:00 PM

Mayor Russ Kramer called the meeting to order at 7:00 PM.

#### The Pledge of Allegiance

- I. Roll Call: Present – Mayor Russ Kramer  
Council members Ed Aldmeyer, Barb Hawkins, Dave Huey, Tim Parker and Barb Melonis.  
Also present – City Clerk Doreen Mowery. Attorney Joe Thornton arrived at approximately 7:22 PM.
- II. Approval of the Agenda – The Clerk requested that item #3 – Lakeside Auto Recyclers be removed from the agenda until next month, to allow time for inspection. Item #2 the Planning Board update can also be removed from the agenda. Moved by council member Aldmeyer seconded by council member Huey to approve the agenda with the two changes. Ayes: Unanimous.

Mayor Kramer awarded City Clerk Doreen Mowery a plaque naming her as Citizen of the Year 2013.

- III. Consent agenda – Moved by council member Aldmeyer seconded by council member Huey to approve the consent agenda as submitted. Ayes: Unanimous.

#### IV. New Business

- A. Communications from the Public
  1. This item was moved until later in the meeting, allowing time for the City Attorney to arrive.
  2. Jack Levell has requested to rezone his property for auto storage. Moved by council member Melonis seconded by council member Aldmeyer to table this item until the January meeting for further consideration. Ayes: Unanimous. Council member Melonis will meet with the building inspector regarding this request.
  3. This item was removed from the agenda.
  4. Gerald Waltrip passed on his request to discuss an agenda item.
- B. Communications from the Departments
  1. There was no Fire Department update at this time.
  2. There was Planning Board update at this time.
  3. The Mayor presented a purchase agreement, property use agreement and a permanent easement agreement for property near the school and the library. Moved by council member Aldmeyer seconded by council member Hawkins to approve entering into the agreements presented. Ayes: Unanimous. The City would like to use the property for some type of soccer facility with a running track around the soccer field.
  4. Council member Huey requested that the Storm Water Committee consider granting some type of incentive in the form of storm water credits if the

homeowners have participated in any of the educational sessions and implemented the various improvements for storm water control.

5. The clerk presented the health insurance proposals. Moved by council member Aldmeyer seconded by council member Parker to approve switching to the Wellmark Silver Plan as presented by TrueNorth. Ayes: Unanimous

#### V. Resolutions

- A. Moved by council member Melonis seconded by council member Huey to adopt a resolution authorizing signatures for the RISE agreement. Ayes: Unanimous.
- B. Moved by council member Aldmeyer seconded by council member Hawkins to adopt a resolution approving a Police Union Contract for FYs 7-1-14 to 6-30-18. Ayes: Aldmeyer, Hawkins, Huey, Parker. Nays: Melonis.

#### VI. Comments

Mayor Kramer thanked the citizens of Carter Lake for allowing him to be Mayor for the last eight years. It has been a great experience for him. He thanked his family for accommodating his schedule. He wished everyone a Merry Christmas and Happy New Year. Mayor Kramer read a card that he received from a young man, Jacob Hughes, thanking the Mayor for what he has done for the City. The Mayor thanked all of those present tonight to support him.

Council member Melonis thanked Russ and Tim for their years of service to the City. She is looking forward to the next four years working for the welfare of the community.

Council member Parker thanked everyone for allowing him to be on the council for the last 7 ½ years. It has been a good experience.

Council member Huey thanked Russ and Tim and for their cooperation and advice. He reminded everyone to be safe during the holiday season.

Council member Hawkins thanked Russ and Tim and congratulated the Clerk.

Council member Aldmeyer thanked Russ for being an asset to the City for so many years. He hopes Russ stays involved with the City because he does do a lot to improve the City.

Attorney Thornton arrived at this time.

1. Steve Greise, the real estate broker for the building at 300 Locust Street, was present along with Keith Fulton and Wayne Rassmussen to appeal the cease and desist order that they received last week. The building was built in 1989 as a warehouse – distribution facility. He believes that the use of that building should be grandfathered in. Currently Heartland Proteins has been using the building for warehousing and shipping rendered bi-products used in dog food. The building was purchased for \$2.6 million. Steve was here to request a conditional use permit. He would like to find a good use for the building. He stated that this has been a very difficult property to market. He has had approximately 30 industrial businesses inquire about the building. There are no machines or odors from the

City of Carter Lake  
City Hall – 950 Locust St.  
Proceedings: Monday, Dec. 16, 2013  
Regular City Council Meeting – 7:00 PM

current user and there is not a lot of truck traffic. Heartland Proteins is the only one that has submitted an offer for the use of this building. This facility has 62,500 square foot. He feels like there may be some unrealistic expectations for this facility. The area is zoned C-1 Commercial and the building is an industrial type facility. Mayor Kramer stated that the building could be modified to fit the current zoning. Mr. Greise has been marketing the 5 ½ acre property separately from the building. The Attorney stated that any type of grandfathering is not in effect. Mr. Fulton asked to talk to the Planning Board to request a conditional use permit. The procedural part is that there is to be a public hearing before the planning board. Mr. Greise is appealing the planning board's decision to deny a conditional use permit. The attorney advised the council that it doesn't fit any of the conditional uses allowed under the current ordinances and there isn't anything in the ordinances that would allow the proposed use of the building. The attorney cautioned the council against allowing the building to be used for any purpose other than what is allowed in a C-1 zoning area. Uses that are allowed in C-1 should be considered. Moved by council member Aldmeyer seconded by council member Hawkins to deny the appeal for a conditional use permit. Ayes: Aldmeyer, Hawkins, Parker. Nays: Huey, Melonis.

The Clerk thanked the Mayor and Council for the award. She invited the public to join the Mayor and Council for coffee and cookies to thank Russ and Tim for their service to the City.

The Attorney thanked Russ for his service and for all of his hard work and the significant changes he has made in Carter Lake.

Bob Wahl congratulated Doreen on receiving the Citizen of the Year.

Jerry Waltrip stated that he was the original complainant on the operation at 300 Locust and he commended the council for denying the permit.

Meeting adjourned at approximately 7:58 PM.

---

Doreen Mowery, City Clerk

---

Russell Kramer, Mayor

City of Carter Lake  
City Hall – 950 Locust St.  
Public Hearings and Special City Council Meeting  
Proceedings: Monday, Dec. 30, 2013 – 7:30 PM

Mayor Russ Kramer called the Public Hearings and Special City Council meeting to order at 7:30 PM.

Roll Call: Present – Council members Tim Parker, Barb Melonis, Barb Hawkins, Dave Huey and Ed Aldmeyer.

Also present – City Attorney Joe Thornton and City Clerk Doreen Mowery

### Public Hearings

1. There was a public hearing on the proposed Amendment No. 1 to the Carter Lake Amended and Restated Urban Renewal Plan #5. The Mayor asked if there were any written or oral comments received by the City Clerk's office. There were none. The Mayor asked if there was anyone from the public that wanted to speak regarding the proposed amendment. John Wallace requested an explanation of the project and what was being done. Mayor Kramer explained that the amendment was to allow for expansion and development by Owen Industries Inc./PVS. In exchange for the vacation of Ave. H from 5<sup>th</sup> Street to 9<sup>th</sup> Street, 5<sup>th</sup> Street and 9<sup>th</sup> Street will be paved with curb, gutter, sidewalks, and storm water from Ave. J to Ave. H. and Ave. J will be paved from 5<sup>th</sup> Street to 9<sup>th</sup> Street. There will also be TIF rebates for the project. Construction costs are estimated to be \$14 to \$18 million. There will be a transfer of existing employees as well as employment of additional workers at the new plant. Mr. Wallace was concerned about the use of the term blighted. That area has been blighted for several years to allow for the sunset on TIF projects to be extended out for longer period of time on larger projects. The proposed TIF rebate for the PVS expansion project is 12 years or \$4 million. Mr. Wallace was also concerned about the traffic that would be transferred to Ave. J and the possible negative effects it will have on his property. Council member Melonis does not believe the truck traffic on Ave. J will be as big of a problem as he is contemplating.
2. There were no written or oral comments received in the clerk's office regarding the proposed development agreement between the City of Carter Lake and Owen Industries Inc. There were no additional public comments regarding this item.

Moved by council member Aldmeyer seconded by council member Melonis to close the public hearings and go into the special council meeting. Ayes:  
Unanimous.

### Special City Council Meeting

1. Moved by council member Aldmeyer seconded by council member Hawkins to approve a resolution determining an area of the City to be blighted and economic development area, and that the rehabilitation, conservation,

redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 1 to the Carter Lake Amended and Restated Urban Renewal Plan #5. Ayes: Unanimous.

2. Moved by council member Aldmeyer seconded by council member Huey to approve a resolution adopting proposed development agreement between the City of Carter Lake and Owen Industries Inc. Ayes: Unanimous.
3. Moved by council member Hawkins seconded by council member Aldmeyer to adopt a resolution approving the Employee Union Contract for FY 7-1-14 to 6-30-18. Ayes: Hawkins, Aldmeyer, Huey, Melonis. Abstain: Parker.
4. Moved by council member Melonis seconded by council member Aldmeyer to approve a resolution modifying the section of the employee handbook entitles “Wellness Day”. Ayes: Unanimous.
5. Three letters of understanding were submitted to the council for consideration and approval. Council member Aldmeyer requested that the council go into closed session to discuss the letters of understanding. Michelle Badalucco, Phill Newton, and Lisa Ruehle all submitted written requests and approval for the council to go into closed session to discuss the letters. Moved by council member Aldmeyer seconded by council member Huey to go into closed session pursuant to Chapter 21.5 (e) of the Code of Iowa. Ayes: Unanimous.

The council went into closed session at 7:40 PM

Moved by council member Melonis seconded by council member Parker to come back into open session at 8:04 PM. Ayes: Unanimous.

Moved by council member Aldmeyer seconded by council member Melonis to approve the letters of understanding including the changes made by the council regarding termination, administrative leave requests, and education for Michelle Badalucco, Phill Newton, and Lisa Ruehle. Ayes: Unanimous.

This special city council meeting was adjourned at 8:05 PM.

---

Doreen Mowery, City Clerk

---

Russell D. Kramer, Mayor





# 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	

## IMWCA Workshop in Carter Lake, Iowa- mark your Calendars.

IMWCA will be holding a onsite training workshop here in Carter Lake on February 5 th, 2014 from 10-noon. I would like to see all Department Heads and Safety Committee Members attend this. I also know we have business to take care of but I would like to have any other available employees attend this training, especially since it's here in Carter Lake. With that being said, I'm relying on Department Heads or their Designees (Committee Members) to post this and/or forward to all other Employees and make sure they go to IMWCA.ORG to sign up. On top of their home page right under the BIG IMWCA is an option bar across the page. Go all the way over to the right and click on news/events. Then click workshops/calendars tab. You will see the Carter Lake Workshop a couple spaces down. Click "Register now" to sign up.

### Regional Workshop

*Wednesday, February 5, 2014 | 10 a.m. - noon*

#### Location:

Council Chambers City Hall  
950 Locust St., Carter Lake

[Register now](#) for this year's workshop, which will include

six lighting sessions on topics like office ergonomics, dealing with an aging workforce and job descriptions.

Each 15 minute session will highlight a specific topic, and the event will end with an open forum where attendees can raise issues for open discussion. [Learn more.](#)

### Agenda

9 - 9:15 a.m. | Welcome/Pool Status  
9:15 - 9:30 a.m. | Experience Modification Factor (EMF) Update  
9:30 - 9:45 a.m. | Job Descriptions/Return to Work Now  
9:45 - 10 a.m. | Break  
10 - 10:15 a.m. | Aging Workforce  
10:15 - 10:30 a.m. | Carpal Tunnel  
10:30 - 10:45 a.m. | Ergonomic Reviews  
10:45 - 11 a.m. | Open Forum

# Slip, trips and falls

## Refresher Training

Slips, trips and falls happen throughout the year. However, frequency increases during winter months due to snow and ice. While we cannot control the weather, there are things we can and should do to prevent these types of injuries and claims.

The injuries sustained as a result of slips, trips and falls have a wide range. Lucky employees may sustain no injury at all. Unfortunately, many employees are not so lucky and sustain serious injuries. Broken arms and legs, torn rotator cuffs and fractured vertebrae are some of the common and more serious injuries which may require surgery and long recuperation periods. These employees may continue to have chronic pain and develop other conditions that require lifelong medications, impacting their overall quality of life. If you assume the street/roads departments and law enforcement are the areas with the most slip, trip and fall claims, you guessed correctly. What many wouldn't guess is that the job code with the third most claims is office workers. Even though these positions primarily work indoors at a desk, they do have exposures to snow and ice while walking to and from the parking area and while running errands, like getting mail. Dress shoes may look nice in the office, but they are often not the best choice for winter in Iowa.

In addition to proper footwear, employers should also review snow removal practices for parking lots and sidewalks, encourage employees to stick to maintained surfaces and be aware of walking conditions. Employees should also be reminded of the hazards present when getting in and out of vehicles onto ice and snow.

Snow or ice tracked into buildings also presents slip, trip and fall hazards for those indoors. Rugs near entrances can lessen the amount of water on solid, smooth surfaces. A plan for indoor cleaning can also help mitigate the risks.

A good method to help illustrate the hazards of slips and falls is to use actual incidents that have occurred in your workplace over the last few years. These help to demonstrate that dangers do exist in your workplace and reveal real consequences.

**Please be careful out there!!**

City of Carter Lake  
City Hall – 950 Locust Street  
Proceedings: Special Planning Board Meeting  
Monday, Oct. 28, 2013 – 7:00 PM

Meeting called to order by Chairman Pauly at 7:00 PM.

Roll Call: Present: Ed Palandri, Jay Gundersen, Michelle Schaffer, Ray Pauly, Karen Fisher, and Jackie Wahl  
Absent: Tim Podraza  
Also present: City Clerk, Doreen Mowery

1. Jim Owens, the general contractor for Gary Fett was present to discuss the plans for a new building at 1103 E. Locust. The plans are to replace the building that burnt down approximately 5 years ago. The storefront will face the street. They are proposing stone on the bottom of the building and vinyl siding on the top. There will be a showroom, office, and storage. There is an existing structure under the proposed building. There will be cathedral type ceilings in part of the building. Windows have not been built into the plans at this time. The existing building will be changed to include the stone and siding. The existing concrete of footings and a foundation is still good and has been functioning as a drive in shop. The sewer and electrical are up to code. There were questions regarding the storm water. There will be concrete in front, but he plans on incorporating some green space. Board member Palandri questioned if the planned construction meets the code regarding architectural finishes. Palandri does not believe vinyl siding meets the current code requirements. Electrical and mechanical plans have not been submitted yet. The power and plumbing are already at the site. Everything will be done in phases. There is not a site development plan because they are replacing the portion that was lost in a fire. Moved by board member Palandri to approve the plans as submitted, with some stipulations. The owner/contractor needs to meet with the building inspector to make sure the project meets the performance criteria, and the requirements for the architectural face on the building, and that when the final plans are submitted they are stamped by an architect and they meet the site development requirements. The motion was seconded by board member Gundersen. Ayes: Unanimous.

Comments:

The planning board received information on the comprehensive plan. This will be reviewed at the next regular meeting.

Meeting adjourned at 7:19 PM.

---

Doreen Mowery, City Clerk

---

Ray Pauly, Chairman

City of Carter Lake  
City Hall – 950 Locust Street  
Proceedings: Regular Planning Board Meeting and  
Joint Planning Board/City Council Meeting  
Monday, Nov. 11, 2013 – 7:00 PM

Meeting called to order by Chairman Pauly at 7:04 PM.

Roll Call: Present: Jay Gundersen, Michelle Schaffer, Ray Pauly, Karen Fisher, and Jackie Wahl.  
Absent: Tim Podraza and Ed Palandri  
Also present: Mayor Russ Kramer, Council member Barb Hawkins and City Clerk  
Doreen Mowery.

Approval of the Agenda – Moved by board member Fisher seconded by board member Schafer to approve the agenda as presented. Ayes: Unanimous.

1. Consent Agenda

Moved by board member Gundersen seconded by board member Pauly to approve the consent agenda as presented. Ayes: Unanimous.

2. New Business – There was no new business at this time.

Comments: There were no comments at this time.

Joint Planning Board and City Council Meeting

1. A list of projects had been sent to the planning board so that they could consider prioritizing the projects to be as they would like to see them in the updated comprehensive plan. Matt Roth was present from MAPA to assist with the prioritization process. The clerk had a list that was prioritized and submitted by Barb Melonis. Board member Gundersen questioned whether additional projects could be added to the list. He felt like many of the items were budgetary items and they do not belong in the comprehensive plan. He feels that one of the largest problems the city has is overhead lines and those should be buried. He thinks that would be more of an item that should be on a comprehensive plan. He also would like to see a trail system. The original plan does have trail extensions included. The status of the swim pool at the Boys and Girls Club was discussed. There are currently plans to build a pool at the club as well as an athletic field. The Mayor doesn't feel there will be a need for another pool. Gundersen would also see a walking track at the school. Barb Melonis would like to see a splash pad put on the old school grounds. Gundersen would also like to see some development on Abbott Dr. There was discussion regarding setting up a program to register and monitor rental properties. That is an issue for the attorney and council and not something that would be included in the comprehensive plan. Grocery stores were discussed. The comprehensive plan can identify a need for a grocery based on the strong support from the citizen survey. Board member Wahl would like to see someone set up a group to do some marketing of the City in general to draw people into the community. Some of the planning board members have taken the lists and prioritized the items. Matt suggested that each item be discussed and prioritized. Gundersen suggested that the trails and burying the power lines on 9<sup>th</sup>, 13<sup>th</sup> and Q could all be a part of a street scape type of project. There was discussion regarding acquiring the old school property and using it for a soccer field as well as a walking track around the field. A splash pad in another area was discussed. Board member Fisher would like to see recreational facilities for adults as well as the children. She would like to see some type of indoor

City of Carter Lake  
City Hall – 950 Locust Street  
Proceedings: Regular Planning Board Meeting and  
Joint Planning Board/City Council Meeting  
Monday, Nov. 11, 2013 – 7:00 PM

recreational facility/community center. Water lines on 13<sup>th</sup>, 9<sup>th</sup> and Q were discussed. Storm water south of Ave. J was discussed. Board member Gundersen stated that construction south of Ave. H could be built up to avoid flood issues. It was suggested that the infrastructure, roads, trails, etc. be lumped into a streetscape for each individual area, the area south of Ave. H would be developed into an industrial park type area. Storm water north of Ave. H was also discussed. One of the items originally listed was a dock for access for City equipment on the lake. Municipal docks were also discussed. Neither was seen as a priority by the planning board. It was suggested that a tree program be added to the comprehensive plan. Maintenance and Fire Department needs were viewed as budgetary items as opposed to comprehensive plan item. Facilities for doctors and pharmacies would be an asset, however the City does not own property that could be developed. There is a perception that land prices in Carter Lake are too high and that adds to the reasons for businesses not coming to Carter Lake. Development of the property on the northeast corner of 13<sup>th</sup> and Locust St. was also discussed.

Matt will take the information provided by the members present at tonight's meeting and update the information he has for the comprehensive plan.

Meeting adjourned at 8:25 PM.

---

Doreen Mowery, City Clerk

---

Ray Pauly, Chairman

Proceedings: Board of Adjustments Meeting  
Monday, Oct. 7, 2013 - 7:00 PM

Hardy Brown called the meeting to order at 7:04 P.M.

Roll Call: Present: Hardy Brown, Paul Christensen, Bill Blankenship, Michelle McWilliams and  
Kitty Buchanan  
Also present: Doreen Mowery, City Clerk

Moved by board member Brown seconded by board member Christensen to approve the agenda as presented. Ayes: Unanimous.

Moved by board member Brown seconded by board member McWilliams to approve the minutes for July 22 and Aug. 5, 2013. Ayes: Unanimous.

1. Russ and Linda Kramer were present to request a variance to build a garage at 1503 Neptune Dr. that would exceed the size requirements and rear yard setback requirements for a garage. The lot is 80' by 105'. The proposed garage is 1350 square feet. A letter was read from Victor and Janet Skinner objecting to the construction. Both sides of the property front a street. With the proposed construction there would still be plenty of green space. There was a letter submitted from an abutting property owner requesting that the permit be denied. Board member Christensen stated that in order to meet the requirement of maximum coverage in the rear yard, the garage could be no larger than 1320 square feet. Russ suggested that it would fit if he changed the plans to 29'x45' if that is what the variance would require. Moved by board member Christensen seconded by board member Blankenship to approve the permit contingent that it does not exceed 30% of the required rear yard and to allow the variance the 10 ½ foot setback on the rear yard with the condition the garage does not exceed 44'x30'. Ayes: Unanimous.

The board of adjustments meeting was adjourned at 7:56 PM.

---

Hardy Brown, Chairman

PARK AND RECREATION BOARD MEETING  
SUNDAY NOVEMBER 3, 2013 4:00 P.M.

The Carter Lake Park and Recreation Board met at City Hall on Sunday, November 3, 2013. The meeting was called to order by Chairman Keebie Kessler at 4:02 P.M. Those in attendance were: Secretary Cheryl Calabretto, Bobby Freeman, Barb Hawkins, Genevieve Hawkins, Chairman Keebie Kessler, Tim Thompson and Roger Wilson. Also present was Junior Parks Board member Ricky Adams and Parks and Recreation Director Chris Ethen. Absent was Rose Stuck.

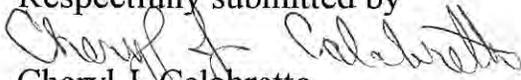
Tim made a motion to accept the agenda as printed. The motion was seconded by Bobby and the motion passed.

1. Tim made a motion to accept the minutes of the September 15, 2013 board meeting as printed. The motion was seconded by Bobby and the motion passed.
2. The Christmas light judging was set for Saturday December 14, 2013 at 5:00 P.M. Cheryl and Barb are bringing soups, Keebie is bringing cookies and baked goods, Genevieve is bringing bowls, napkins and cups, Chris is bringing chips and Roger is bringing dip and crackers. We will eat at 5:00 and go out for judging at 6:00 P.M.
3. Soccer sign ups will be Tuesday January 14, 2014 from 6-8 P.M. and Thursday January 23, 2014 from 6-8 P.M.
4. Baseball sign ups will be Tuesday February 4, 2014 from 6-8 P.M., Saturday February 15, 2014 from 10:00 A.M.-2:00 P.M. and Thursday February 27, 2014 from 6-8 P.M.
5. Winter Baseball Clinics will be January 6, 2014 - March 19, 2014.
  - 13-14 year olds on Mondays with Keebie
  - 11-12 year olds on Tuesdays with Rick Steinspring
  - 9-10 year olds on Wednesdays with Scott Orsi.

The next meeting will be held at 5:00 P.M. at the Christmas light judging dinner on December 14, 2013.

Meeting adjourned at 4:23 P.M

Respectfully submitted by

  
Cheryl J. Calabretto

## MS4/STORM WATER MEETING December 23, 2013

Members Present: Chris Ethen, Ron Rothmeyer, Jackie Wahl, Ed Aldmeyer and Barry Palmer.

- 1.) Motion made and seconded to approve the agenda. Approved
- 2.) Motion made & second to approve the Storm Water Committee minutes of the August 15, 2013 meeting. Approved
- 3.) Update: the storm drain leach field east Ave Q at the ball field has been completed as well as the pervious parking spaces on Willow Dr. at Maybrey Park.
- 4.) Discussion on grant money available for storm water projects.
- 5.) Discussed the vacancies on the Storm Water Committee, Kevin Seevers and Brad Richardson have moved on to new jobs.
- 6.) Added Item to Agenda: Discussed Storm Water Incentives for citizens installing rain barrels, rain gardens, etc.

.

Adjourned 10:35 AM

Submitted by

*Barry Palmer*

VENDOR NAME	REFERENCE	VENDOR		CHECK	
		TOTAL	CHECK#	DATE	
-----					
ACCOUNTS PAYABLE CLAIMS					
-----					
GENERAL					
LIABILITIES					
AFSCME IOWA COUNCIL 61	UNION DUES	9.05		56880	12/24/13
AFSCME IOWA COUNCIL 61	UNION DUES	6.33	15.38	56898	1/08/14
CITY OF CARTER LAKE	IPERS - EMS		300.00	56878	12/24/13
COLONIAL INSURANCE CO	COL INS PRETAX		242.98	56881	12/24/13
DELTA DENTAL OF IOWA	DENTAL INS		456.10	56879	12/24/13
FED/FICA TAXES	FED/FICA TAX	8,721.21		1320826	12/24/13
FED/FICA TAXES	FED/FICA TAX	681.18		1320830	1/01/14
FED/FICA TAXES	FED/FICA TAX	8,980.01		1320831	1/08/14
FED/FICA TAXES	FED/FICA TAX	204.44	18,586.84	1320832	1/15/14
IPERS	IPERS - POLICE		11,335.02	1320827	12/24/13
TREASURER, STATE OF IOWA	STATE TAX		3,033.57	1320828	12/24/13
TRUENORTH COMPANIES	MEDICAL INS		5,873.08	56877	12/24/13
		=====			
LIABILITIES				39,842.97	
POLICE					
BLACK HILLS ENERGY	Utilities/Maint 7038 8375 25		317.00	56906	1/10/14
CITY OF COUNCIL BLUFFS	Vehicle Repairs/Police		860.42	56989	1/20/14
CARTER LAKE MINI MART	Fuel/Maintenance		679.79	56991	1/20/14
CLERK OF DISTRICT COURT	Dismissed Cases / Costs Due		120.00	56992	1/20/14
JOSH J. DRISCOLL	Uniform Maint/Police		16.90	56919	1/10/14
GALLS, AN ARAMARK COMPANY	Uniforms/Police Inv#001374187	230.46		56923	1/10/14
GALLS, AN ARAMARK COMPANY	Uniforms/Police Inv #1869060	73.60	304.06	56998	1/20/14
GREASE MONKEY	Repairs/Police Inv #147001		52.49	56925	1/10/14
GREAT PLAINS UNIFORMS LLC	Uniforms/Police Inv CTRP1001		145.00	56999	1/20/14
J P COOKE CO	Supplies/Police Inv #265261		28.25	56930	1/10/14
JONES AUTOMOTIVE, INC.	Vehicle Repair/Police #1-5170		798.77	56932	1/10/14
JUMP START	Fuel/Police		331.21	57007	1/20/14
KONICA MINOLTA BUSINESS	Copier/Admin #227280160		172.49	57008	1/20/14
KWIK SHOP INC	Fuel/Police		1,542.63	56934	1/10/14
LAW ENFORCEMENT SYSTEMS, INC	Supplies/Police Inv #183101		109.00	56937	1/10/14
NEXTEL COMMUNICATIONS	Phones/Maintenance		131.69	56945	1/10/14
NE WISCONSIN TECHNICAL COLLEGE	Training/Police SFT0000087161		175.00	56946	1/10/14
OFFICE DEPOT	Supplies/Police		333.54	56947	1/10/14
OFFICE OF VEHICLE SERVICES	Salvage Inspections/Police		80.00	56949	1/10/14
OFFICE MAX	Supplies/Bldg Inspector		12.98	56950	1/10/14
OH-K FAST PRINT	Printing/Newsletter Inv#43296		68.95	56951	1/10/14
OPPD	Utilities/St Lights		368.09	57015	1/20/14
PAPILLION SANITATION	Dumpster/Fire Inv#3891554		52.49	56952	1/10/14
PETTY CASH	ATV Registration/Police		61.79	56955	1/10/14
STANARD & ASSOCIATES, INC	Supplies/Police #SA000024439	48.00		56964	1/10/14
STANARD & ASSOCIATES, INC	Supplies/Police #SA000024579	5.00	53.00	57025	1/20/14
TASER INTERNATIONAL	Equip/Police Inv SI1342374		12,003.40	56966	1/10/14
TRUENORTH COMPANIES	Annual Fee / Auxiant		81.47	56888	12/30/13
ULTRAMAX	Supplies/Police Inv #134948		1,014.00	57027	1/20/14

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
UPS	Postage/Water 0000Y505W4503	19.11	56970	1/10/14
	POLICE	19,933.52		
	FIRE			
ALAMAR UNIFORMS	Uniforms/Fire Inv #435839	45.99	56983	1/20/14
AKEEM BANISTER	Supplies/Fire Dept	29.70	56903	1/10/14
BLACK HILLS ENERGY	Utilities/Maint 7038 8375 25	489.46	56906	1/10/14
CARTER LAKE MINI MART	Fuel/Maintenance	262.83	56991	1/20/14
D&D COMMUNICATIONS	Equip Repairs/Fire WT35931	592.80	56913	1/10/14
DATASERV CORPORATION	Computer/Bldg Insp Inv #11906	15.00	56917	1/10/14
EAGLE ENGRAVING	Supplies/Fire 2013-2872	20.85	56920	1/10/14
EXCEL PLUMBING HEATING & AIR	Repairs/Fire Station Inv#1689	258.81	56922	1/10/14
HOME DEPOT CREDIT SERVICES	Supplies/Fire Grant	1,177.43	56926	1/10/14
KWIK SHOP INC	Fuel/Police	24.39	56934	1/10/14
MICKLIN LUMBER CO	Supplies/Fire Dept Inv#713007	88.38	56940	1/10/14
NEBRASKA FURNITURE MART	Equipment/Fire #38769010AA	1,640.24	56942	1/10/14
PHILLIP NEWTON	Equip/Fire Dept	540.31	56944	1/10/14
OHSS	Training/Fire	150.00	57013	1/20/14
OFFICE DEPOT	Supplies/Police	77.83	56947	1/10/14
OFFICE MAX	Supplies/Bldg Inspector	178.23	56950	1/10/14
OPPD	Utilities/St Lights	428.67	57015	1/20/14
PAPILLION SANITATION	Dumpster/Fire Inv#3891554	96.53	56952	1/10/14
UPS	Postage/Water 0000Y505W4503	13.27	56970	1/10/14
	FIRE	6,130.72		
	AMBULANCE			
EMERGENCY MEDICAL PRODUCTS	Supplies/Ambulance Inv1610469	372.13	56921	1/10/14
NEBRASKA FURNITURE MART	Equipment/Fire #38769010AA	1,640.24	56942	1/10/14
NEXTEL COMMUNICATIONS	Phones/Maintenance	77.75	56945	1/10/14
459-PRAXAIR DISTRIBUTION INC	Supplies/Ambulance Inv48205449	10.46	57020	1/20/14
VIDACARE CORPORATION	Supplies/Ambulance Inv#111696	227.16	56972	1/10/14
	AMBULANCE	2,327.74		
	BUILDING INSPECTOR			
BLACK HILLS ENERGY	Utilities/Maint 7038 8375 25	18.65	56906	1/10/14
DATASERV CORPORATION	Computer/Bldg Insp Inv #11906	751.05	56917	1/10/14
NEXTEL COMMUNICATIONS	Phones/Maintenance	23.15	56945	1/10/14
OFFICE DEPOT	Supplies/Police	3.99	56947	1/10/14
OFFICE MAX	Supplies/Bldg Inspector	288.78	56950	1/10/14
OPPD	Utilities/St Lights	21.65	57015	1/20/14
	BUILDING INSPECTOR	1,107.27		
	ANIMAL CONTROL			
NEBRASKA HUMANE SOCIETY	Contract/Animal Control	63.00	56943	1/10/14
NEXTEL COMMUNICATIONS	Phones/Maintenance	53.06	56945	1/10/14

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	ANIMAL CONTROL	116.06		
	TRAFFIC			
OPPD	Utilities/St Lights	117.46	57015	1/20/14
	TRAFFIC	117.46		
	LIBRARY			
AMAZON	Books/Library	976.45	56901	1/10/14
AMAZON	Books/Library	1,060.58	2,037.03	56986 1/20/14
BLACK HILLS ENERGY	Utilities/Maint 7038 8375 25	203.08	56906	1/10/14
COX BUSINESS SERVICES	Phones/Internet City Hall	77.37	56912	1/10/14
DATASERV CORPORATION	Antivirus Fees/Library #12038	37.50	56995	1/20/14
JASON MCWILLIAMS	Window Cleaning/Library	400.00	56939	1/10/14
OPPD	Utilities/St Lights	479.16	57015	1/20/14
PAPILLION SANITATION	Dumpster/Fire Inv#3891554	87.16	56952	1/10/14
PETTY CASH	Petty Cash - Supplies/Library	18.19	56973	1/10/14
QUILL CORPORATION	Supplies/Library Inv#7839307	109.52	56962	1/10/14
QUILL CORPORATION	Supplies/Library Inv #8591396	54.88	164.40	57021 1/20/14
TOSHIBA AMERICA BUSINESS SOLUT	Copier/Library ID #90136249988	101.00	56969	1/10/14
	LIBRARY	3,604.89		
	PARKS/RECREATION			
SAM'S CLUB	Supplies/Parks	35.82	57022	1/20/14
TRUENORTH COMPANIES	Annual Fee / Auxiant	12.25-	56888	12/30/13
	PARKS/RECREATION	23.57		
	RESOURCE CENTER			
MICHELLE BADALUCCO	Mileage/Resource Center	51.09	56902	1/10/14
MICHAELA CLEMENS	Mileage/Resource Center	72.56	56911	1/10/14
COX BUSINESS SERVICES	Phones/Internet City Hall	162.22	56912	1/10/14
DATASERV CORPORATION	Computer/Bldg Insp Inv #11906	22.50	56917	1/10/14
DOLLAR GENERAL-MSC 410526	Supplies/Seniors #1000265823	59.56	56918	1/10/14
HY-VEE ACCOUNTS RECEIVABLE	Supplies/CookingClas2130159516	55.09	56928	1/10/14
NEBRASKA FURNITURE MART	Equipment/Fire #38769010AA	59.99-	56942	1/10/14
OFFICE DEPOT	Supplies/Police	265.56	56947	1/10/14
OH-K FAST PRINT	Printing/Newsletter Inv#43296	1,373.59	56951	1/10/14
KELLIE F. PARKER	Newsletter Contract	722.40	57017	1/20/14
PETTY CASH	Supplies/Movie Night	400.79	56957	1/10/14
SAM'S CLUB	Supplies/Resource Center	144.52	57023	1/20/14
U.S. POSTMASTER	Postage/Newsletter	416.90	57029	1/20/14
VERIZON WIRELESS	Phones/Resource Center	119.47	56971	1/10/14
	RESOURCE CENTER	3,806.26		
	SENIOR CENTER			

VENDOR NAME	REFERENCE	VENDOR		CHECK	
		TOTAL	CHECK#	DATE	
BLACK HILLS ENERGY	Utilities/Maint 7038 8375 25	299.42	56906	1/10/14	
BRIGGS INC	Repairs/Senior Cntr #1305811	483.14	56988	1/20/14	
CARDIAC SCIENCE CORPORATION	Supplies/Seniors Inv #1600810	249.00	56908	1/10/14	
COX BUSINESS SERVICES	Internet/Seniors 0017210029715	63.48	56993	1/20/14	
DAILY NONPAREIL	Publications/Admin Acct 35600	114.29	56915	1/10/14	
DATASERV CORPORATION	Computer/Bldg Insp Inv #11906	15.00	56917	1/10/14	
DOLLAR GENERAL-MSC 410526	Supplies/Seniors #1000265823	106.70	56918	1/10/14	
ELECTRICAL ENGINEERING & EQUIP	Supplies/Senior Cntr #3786964	285.93	56997	1/20/14	
KONICA MINOLTA BUSINESS	Copier/Admin #227280160	112.86	57008	1/20/14	
KWIK SHOP INC	Fuel/Police	224.96	56934	1/10/14	
OPPD	Utilities/St Lights	279.45	57015	1/20/14	
CIERRA TICE	Kitchen Help/Senior Center	130.00	57026	1/20/14	
	=====				
	SENIOR CENTER	2,364.23			
	LEGISLATIVE				
DAILY NONPAREIL	Publications/Admin Acct 35600	490.95	56915	1/10/14	
DAILY NONPAREIL	Publications/Admin 50006003	273.16	764.11	56994	1/20/14
DOREEN MOWERY	Supplies/Volunteer Banquet	151.78	56859	12/18/13	
PETTY CASH	ATV Registration/Police	19.88	56955	1/10/14	
	=====				
	LEGISLATIVE	935.77			
	EXECUTIVE				
BLACK HILLS ENERGY	Utilities/Maint 7038 8375 25	18.65	56906	1/10/14	
J P COOKE CO	Supplies/Police Inv #265261	17.14	56930	1/10/14	
RUSSELL D. KRAMER	Cell Phone/Mayor	50.00	56933	1/10/14	
MIDWEST TROPHY & AWARDS	Plaque/Mayor Inv #4394	60.00	56941	1/10/14	
DOREEN MOWERY	Supplies/Volunteer Banquet	111.76	56859	12/18/13	
OFFICE DEPOT	Supplies/Police	3.99	56947	1/10/14	
OPPD	Utilities/St Lights	21.65	57015	1/20/14	
	=====				
	EXECUTIVE	283.19			
	ADMINISTRATIVE				
ACCURATE LOCKSMITHS INC	Lock Repair/Admin Inv #98871	332.00	56900	1/10/14	
BLACK HILLS ENERGY	Utilities/Maint 7038 8375 25	121.21	56906	1/10/14	
DAILY NONPAREIL	Subscription/Admin 10008081	144.00	56914	1/10/14	
DATA TECHNOLOGIES, INC.	W2,1099 Forms/Admin #36357	102.05	56916	1/10/14	
IMFOA	Annual Dues/Admin	55.00	56929	1/10/14	
KONICA MINOLTA BUSINESS	Copier/Admin #227280160	231.98	57008	1/20/14	
OFFICE DEPOT	Supplies/Police	32.57	56947	1/10/14	
OFFICE OF AUDITOR OF STATE	Filing Fee/Admin	425.00	56948	1/10/14	
OFFICE MAX	Supplies/Bldg Inspector	21.91	56950	1/10/14	
OPPD	Utilities/St Lights	140.74	57015	1/20/14	
PAPILLION SANITATION	Dumpster/Fire Inv#3891554	52.48	56952	1/10/14	
PETTY CASH	ATV Registration/Police	2.50	56955	1/10/14	
PITNEY BOWES INC	Postage Machine Lease #1391608	157.95	56958	1/10/14	
RESERVE ACCOUNT	Postage Reserve Acct 40752198	250.00	56959	1/10/14	
PRESTO-X	Contract/Admin Inv #30251231	71.02	56960	1/10/14	
SCHROER & ASSOCIATES, PC	Audit Expense Inv #161861	5,250.00	56963	1/10/14	

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
=====				
	ADMINISTRATIVE	7,390.41		
	LEGAL SERVICES			
SMITH PETERSON LAW FIRM LLP	Legal Fees/Admin Inv #197634	8,069.54	57024	1/20/14
=====				
	LEGAL SERVICES	8,069.54		
	CITY HALL			
BLACK HILLS ENERGY	Utilities/Maint 7038 8375 25	438.20	56906	1/10/14
COX BUSINESS SERVICES	Phones/Internet City Hall	640.14	56912	1/10/14
HRDY CLEANING SERVICES INC	Floor Waxing/City Hall #9602	760.00	56927	1/10/14
LAKESIDE CONSTRUCTION	Repairs/City Hall	800.00	56935	1/10/14
OMAHA COMPOUND COMPANY	Supplies/City Hall #134381A	313.09	57014	1/20/14
OPPD	Utilities/St Lights	508.84	57015	1/20/14
=====				
	CITY HALL	3,460.27		
	MISC			
DELTA DENTAL OF IOWA	Cobra Ins/Dental Rydberg	31.04	56887	12/30/13
LAMP RYNEARSON & ASSOCIATES	Consulting/RISE App 0113054.01	315.00	56936	1/10/14
TRUENORTH COMPANIES	Annual Fee / Auxiant	2,197.35	56888	12/30/13
=====				
	MISC	2,543.39		
=====				
	GENERAL	102,057.26		
	RESOURCE CENTER			
	RESOURCE CENTER			
HY-VEE ACCOUNTS RECEIVABLE	Supplies/CookingClas2130159516	8.68	56928	1/10/14
PETTY CASH	Petty Cash - Christmas Baskets	500.00	56858	12/18/13
PETTY CASH	Supplies/Christmas Baskets	205.50	56860	12/18/13
PETTY CASH	Supplies/Movie Night	20.00	56957	1/10/14
=====				
	RESOURCE CENTER	734.18		
=====				
	RESOURCE CENTER	734.18		
	PARKS CIP			
	LIABILITIES			
AFSCME IOWA COUNCIL 61	UNION DUES	12.86	56880	12/24/13
AFSCME IOWA COUNCIL 61	UNION DUES	13.18	56898	1/08/14
COLONIAL INSURANCE CO	COL INS PRETAX	31.82	56881	12/24/13
DELTA DENTAL OF IOWA	DENTAL INS	183.63	56879	12/24/13
FED/FICA TAXES	FED/FICA TAX	857.71	1320826	12/24/13

VENDOR NAME	REFERENCE		VENDOR TOTAL	CHECK#	CHECK DATE
FED/FICA TAXES	FED/FICA TAX	674.14	1,531.85	1320831	1/08/14
IPERS	IPERS - POLICE		1,102.40	1320827	12/24/13
TREASURER, STATE OF IOWA	STATE TAX		301.25	1320828	12/24/13
TRUENORTH COMPANIES	MEDICAL INS		1,022.95	56877	12/24/13
			=====		
	LIABILITIES		4,199.94		
	PARKS/RECREATION				
BLACK HILLS ENERGY	Utilities/Maint 7038 8375 25		18.65	56906	1/10/14
CARTER LAKE MINI MART	Fuel/Maintenance		227.98	56991	1/20/14
COX BUSINESS SERVICES	Phones/Internet City Hall		75.96	56912	1/10/14
GLOBE, BETTY	Honorable Mention HolidayLight		25.00	56862	12/18/13
KWIK SHOP INC	Fuel/Police		137.32	56934	1/10/14
HARLENE M WILSON	Tire Repair/Parks Inv #504443		19.00	57009	1/20/14
TIM MARR	1st Place Holiday Lights		100.00	56863	12/18/13
PERREICE MCDOWELL	Honorable Mention HolidayLight		25.00	56864	12/18/13
MICHELLE MCWILLIAMS	Honorable Mention HolidayLight		25.00	56865	12/18/13
NEXTEL COMMUNICATIONS	Phones/Maintenance		100.59	56945	1/10/14
OFFICE DEPOT	Supplies/Police		7.98	56947	1/10/14
OPPD	Utilities/St Lights		685.71	57015	1/20/14
PAPILLION SANITATION	Dumpster/Fire Inv#3891554		52.48	56952	1/10/14
CAROL PECK	3rd Place Holiday Lights		50.00	56866	12/18/13
PETTY CASH	Petty Cash - Seniors Bowling		118.55	56882	12/24/13
PETTY CASH	Movies, Snacks/Seniors	411.00		56956	1/10/14
PETTY CASH	Seniors Movie/Parks	445.25	856.25	57019	1/20/14
JANET SKINNER	2nd Place Holiday Lights		75.00	56867	12/18/13
TED'S MOWER SALES & SERVICE	Equip Repairs/Parks #259658		96.90	56967	1/10/14
CONNIE WHITE	Honorable Mention HolidayLight		25.00	56868	12/18/13
TED'S MOWER SALES & SERVICE	Honorable Mention HolidayLight		25.00	56869	12/18/13
			=====		
	PARKS/RECREATION		2,747.37		
			=====		
	PARKS CIP		6,947.31		
	ROAD USE				
	LIABILITIES				
AFSCME IOWA COUNCIL 61	UNION DUES	5.09		56880	12/24/13
AFSCME IOWA COUNCIL 61	UNION DUES	4.77	9.86	56898	1/08/14
COLONIAL INSURANCE CO	COL INS PRETAX		13.18	56881	12/24/13
DELTA DENTAL OF IOWA	DENTAL INS		83.29	56879	12/24/13
FED/FICA TAXES	FED/FICA TAX	608.16		1320826	12/24/13
FED/FICA TAXES	FED/FICA TAX	860.92	1,469.08	1320831	1/08/14
IPERS	IPERS - POLICE		827.41	1320827	12/24/13
TREASURER, STATE OF IOWA	STATE TAX		240.69	1320828	12/24/13
TRUENORTH COMPANIES	MEDICAL INS		880.95	56877	12/24/13
			=====		
	LIABILITIES		3,524.46		
	ROAD USE				

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
ALEAGENT CREIGHTON HEALTH	Physicals/Maint Inv #00103632	85.00	56984	1/20/14
ALLIED OIL & TIRE COMPANY	Supplies/Maint Inv #7607000	352.40	56985	1/20/14
BADGER BODY & TRUCK EQUIPMENT	Equip Repair/Maint Inv #49860	1,534.80	56987	1/20/14
BENSON RADIATOR SERVICE INC	Vehicle Repairs/Maint B70105	30.00	56905	1/10/14
BLACK HILLS ENERGY	Utilities/Maint 7038 8375 25	893.72	56906	1/10/14
BOBCAT OF OMAHA	Equip Repair/Maint BQ10843	222.80	56907	1/10/14
CARTER LAKE MINI MART	Fuel/Maintenance	811.47	56991	1/20/14
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	826.00	57006	1/20/14
JOHN DAY COMPANY	Equip Repair/Water Inv1249276	255.91	56931	1/10/14
KWIK SHOP INC	Fuel/Police	21.45	56934	1/10/14
Genuine Parts Company - Omaha	Vehicle Repairs/Maint #438288	192.56	57012	1/20/14
NEBRASKA FURNITURE MART	Equipment/Fire #38769010AA	497.52	56942	1/10/14
NEXTEL COMMUNICATIONS	Phones/Maintenance	277.23	56945	1/10/14
OFFICE MAX	Supplies/Bldg Inspector	6.98	56950	1/10/14
OPPD	Utilities/St Lights	235.84	57015	1/20/14
OVERHEAD DOOR	Repairs/Maint Inv #58755	222.00	57016	1/20/14
PAPILLION SANITATION	Dumpster/Fire Inv#3891554	52.48	56952	1/10/14
PETTY CASH	ATV Registration/Police	17.75	56955	1/10/14
PRESTO-X	Contract/Admin Inv #30251231	31.80	56960	1/10/14
PROFESSIONAL TREE SERVICE	Remove Tree/Maint Inv #227346	500.00	56961	1/10/14
SWEEPER PARTS SALES	Equip Repairs/Maint Inv#10315	1,719.50	56965	1/10/14
		=====		
	ROAD USE	8,787.21		
	STREET LIGHTS			
OPPD	Utilities/St Lights	9,790.59	57015	1/20/14
		=====		
	STREET LIGHTS	9,790.59		
		=====		
	ROAD USE	22,102.26		
	EMPLOYEE BENEFITS			
	POLICE			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	4,064.68	57006	1/20/14
TRUENORTH COMPANIES	Annual Fee / Auxiant	15.00	56888	12/30/13
		=====		
	POLICE	4,079.68		
	FIRE			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	1,449.06	57006	1/20/14
		=====		
	FIRE	1,449.06		
	BUILDING INSPECTOR			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	144.30	57006	1/20/14

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	BUILDING INSPECTOR	144.30		
	ANIMAL CONTROL			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	43.07	57006	1/20/14
	ANIMAL CONTROL	43.07		
	LIBRARY			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	103.55	57006	1/20/14
TRUENORTH COMPANIES	Annual Fee / Auxiant	30.00	56888	12/30/13
	LIBRARY	133.55		
	PARKS/RECREATION			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	1,038.65	57006	1/20/14
TRUENORTH COMPANIES	Annual Fee / Auxiant	15.00	56888	12/30/13
	PARKS/RECREATION	1,053.65		
	RESOURCE CENTER			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	88.27	57006	1/20/14
	RESOURCE CENTER	88.27		
	SENIOR CENTER			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	91.05	57006	1/20/14
	SENIOR CENTER	91.05		
	LEGISLATIVE			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	1.94	57006	1/20/14
	LEGISLATIVE	1.94		
	EXECUTIVE			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	1.95	57006	1/20/14
	EXECUTIVE	1.95		
	ADMINISTRATIVE			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	95.86	57006	1/20/14
TRUENORTH COMPANIES	Annual Fee / Auxiant	105.00	56888	12/30/13

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK #	CHECK DATE
	ADMINISTRATIVE	200.86		
	CITY HALL			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	582.22	57006	1/20/14
	CITY HALL	582.22		
	EMPLOYEE BENEFITS	7,869.60		
	LOCAL OPTION TAX			
	TRANSFERS OUT			
BANKERS TRUST	LOST Bond - January	18,747.00	56904	1/10/14
	TRANSFERS OUT	18,747.00		
	LOCAL OPTION TAX	18,747.00		
	URBAN RENEWAL #2			
	LIABILITIES			
FED/FICA TAXES	FED/FICA TAX	145.09	1320831	1/08/14
IPERS	IPERS - POLICE	120.77	1320827	12/24/13
TREASURER, STATE OF IOWA	STATE TAX	27.00	1320828	12/24/13
	LIABILITIES	292.86		
	URBAN RENEWAL			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	144.30	57006	1/20/14
DAVID SCHROG	Home Improvements UR121/UR#2	6,625.00	56899	1/08/14
TPC CONSTRUCTION	Home Improvements UR136/UR#2	4,700.00	56861	12/18/13
	URBAN RENEWAL	11,469.30		
	URBAN RENEWAL #2	11,762.16		
	LAKE PROJECTS			
	LIABILITIES			
FED/FICA TAXES	FED/FICA TAX	344.33	1320826	12/24/13
FED/FICA TAXES	FED/FICA TAX	212.45	556.78	1320831 1/08/14
IPERS	IPERS - POLICE	481.21	1320827	12/24/13
TREASURER, STATE OF IOWA	STATE TAX	146.00	1320828	12/24/13

VENDOR NAME	REFERENCE		VENDOR TOTAL	CHECK#	CHECK DATE
			=====		
	LIABILITIES		1,183.99		
			=====		
	LAKE PROJECTS				
CITY OF OMAHA CASHIER	Sewer Inv 96638	643.64		56910	1/10/14
CITY OF OMAHA CASHIER	Sewer Inv # 97040	175.76	819.40	56990	1/20/14
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police		144.30	57006	1/20/14
			=====		
	LAKE PROJECTS		963.70		
			=====		
	LAKE PROJECTS		2,147.69		
			=====		
	WATER				
			=====		
	LIABILITIES				
AFSCME IOWA COUNCIL 61	UNION DUES	26.68		56880	12/24/13
AFSCME IOWA COUNCIL 61	UNION DUES	26.68	53.36	56898	1/08/14
COLONIAL INSURANCE CO	COL INS PRETAX		26.73	56881	12/24/13
DELTA DENTAL OF IOWA	DENTAL INS		93.31	56879	12/24/13
FED/FICA TAXES	FED/FICA TAX	675.31		1320826	12/24/13
FED/FICA TAXES	FED/FICA TAX	109.23		1320830	1/01/14
FED/FICA TAXES	FED/FICA TAX	678.06	1,462.60	1320831	1/08/14
IPERS	IPERS - POLICE		886.63	1320827	12/24/13
TREASURER, STATE OF IOWA	STATE TAX		211.99	1320828	12/24/13
TRUENORTH COMPANIES	MEDICAL INS		765.50	56877	12/24/13
			=====		
	LIABILITIES		3,500.12		
			=====		
	WATER				
COUNCIL BLUFFS WATER WORKS	Water Tests MISC0000020210		100.00	56909	1/10/14
CHRISTINE GARRISON	Refund Credit/Water		50.00	56924	1/10/14
STATE HYGIENIC LABORATORY	Testing/Water Inv #30359		137.00	57002	1/20/14
IOWA ONE CALL	Locates/Water Inv #158045		8.25	57003	1/20/14
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police		1,048.66	57006	1/20/14
JOHN DAY COMPANY	Equip Repair/Water Inv1249276		224.00	56931	1/10/14
RICHARD MAUCK	Refund Deposit/Water		11.23	56938	1/10/14
ANN MOORE	Refund Credit/Water		86.36	57010	1/20/14
MUD	Water Acct 112000331048		15,800.04	57011	1/20/14
OFFICE DEPOT	Supplies/Police		18.54	56947	1/10/14
BLAIR & KENDAL PAULSEN	Refund Credit/Water		20.70	56953	1/10/14
PEOPLESERVICE, INC	Billing/Water Inv #0022087	6,113.00		56954	1/10/14
PEOPLESERVICE, INC	Billing/Water Inv #0022242	7,037.00	13,150.00	57018	1/20/14
UPS	Postage/Water 0000Y505W4503	54.53		56970	1/10/14
UPS	Postage/Water #0000Y505W4024	4.07	58.60	57028	1/20/14
			=====		
	WATER		30,713.38		

VENDOR NAME	REFERENCE		VENDOR TOTAL	CHECK#	CHECK DATE
-----					
	WATER		34,213.50		
	SEWER				
	LIABILITIES				
AFSCME IOWA COUNCIL 61	UNION DUES	8.74		56880	12/24/13
AFSCME IOWA COUNCIL 61	UNION DUES	26.22	34.96	56898	1/08/14
DELTA DENTAL OF IOWA	DENTAL INS		77.59	56879	12/24/13
FED/FICA TAXES	FED/FICA TAX	510.99		1320826	12/24/13
FED/FICA TAXES	FED/FICA TAX	396.30	907.29	1320831	1/08/14
IPERS	IPERS - POLICE		643.23	1320827	12/24/13
TREASURER, STATE OF IOWA	STATE TAX		177.50	1320828	12/24/13
TRUENORTH COMPANIES	MEDICAL INS		731.86	56877	12/24/13
	LIABILITIES		2,572.43		
	SEWER				
AFSCME IOWA COUNCIL 61	Union Dues/Correct Rothmeyer		17.47	56886	12/30/13
CITY OF OMAHA CASHIER	Sewer Inv 96638	18,476.39		56910	1/10/14
CITY OF OMAHA CASHIER	Sewer Inv # 97040	19,603.19	38,079.58	56990	1/20/14
CARTER LAKE MINI MART	Fuel/Maintenance		811.46	56991	1/20/14
COX BUSINESS SERVICES	Phones/Internet City Hall		191.46	56912	1/10/14
ELECTRICAL ENGINEERING & EQUIP	Supplies/Senior Cntr #3786964		257.43	56997	1/20/14
HOSE & HANDLING INC	Equip Repair/Sewer #00079339		158.27	57000	1/20/14
HTM SALES INC	Supplies/Sewer Inv#14-30454-1		508.68	57001	1/20/14
IOWA ONE CALL	Locates/Water Inv #158045		8.25	57003	1/20/14
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police		135.97	57006	1/20/14
JOHN DAY COMPANY	Equip Repair/Water Inv1249276		224.00	56931	1/10/14
KWIK SHOP INC	Fuel/Police		21.45	56934	1/10/14
OPPD	Utilities/St Lights		1,069.06	57015	1/20/14
TRUENORTH COMPANIES	Annual Fee / Auxiant		881.38	56888	12/30/13
UTILITY EQUIPMENT CO	Supplies/Sewer Inv #40046234		550.22	57030	1/20/14
WALLACE SIGNS	Supplies/Sewer Inv #473640		70.00	57031	1/20/14
	SEWER		42,984.68		
	SEWER		45,557.11		
	SOLID WASTE				
	GARBAGE				
DEFFENBAUGH DISPOSAL SERV	Contract/Garbage Inv#5265549		8,932.45	56996	1/20/14
IOWA WASTE SYSTEMS, INC	Contract/Garbage Inv#3CX00010		1,853.47	57004	1/20/14
	GARBAGE		10,785.92		

VENDOR NAME	REFERENCE	VENDOR TOTAL	CHECK#	CHECK DATE
	SOLID WASTE	10,785.92		
	STORM WATER			
	STORM WATER			
IA MUNICIPALITIES WORKERS COMP	Work Comp/Police	4.17	57006	1/20/14
OPPD	Utilities/St Lights	705.23	57015	1/20/14
	STORM WATER	709.40		
	STORM WATER	709.40		
	VILLAGE POST OFFICE			
	VILLAGE POST OFFICE			
AMAZON	Books/Library	39.43	56901	1/10/14
	VILLAGE POST OFFICE	39.43		
	VILLAGE POST OFFICE	39.43		
	TOTAL ACCOUNTS PAYABLE CHECKS	263,672.82		

PAYROLL CHECKS

001	GENERAL	23,433.47
004	PARKS CIP	2,605.49
110	ROAD USE	1,988.39
305	LAKE PROJECTS	1,288.23
600	WATER	1,990.10
610	SEWER	1,746.90
	PAYROLL CHECKS ON 12/24/2013	33,052.58
001	GENERAL	2,933.85
600	WATER	397.30
	PAYROLL CHECKS ON 1/01/2014	3,331.15
001	GENERAL	23,577.28
004	PARKS CIP	2,077.45
110	ROAD USE	2,748.56
145	URBAN RENEWAL #2	564.02
305	LAKE PROJECTS	935.54
600	WATER	1,995.08
610	SEWER	1,293.37

FUND FUND NAME		VENDOR TOTAL	CHECK#	CHECK DATE
		=====		
	PAYROLL CHECKS ON 1/08/2014	33,191.30		
001	GENERAL	978.79		
		=====		
	PAYROLL CHECKS ON 1/15/2014	978.79		
		=====		
	TOTAL PAYROLL CHECKS	70,553.82		
**** PAID TOTAL ****		334,226.64		
		=====		
***** REPORT TOTAL *****		334,226.64		
		=====		

City of Carter Lake  
Receipts – August 2013

<u>ACCOUNT</u>	<u>RECEIPTS</u>
General	103,782.80
Resource Center - Misc.	35.00
Parks CIP	120.00
Library CIP	115.41
East Omaha DD #21	0.47
Ambulance CIP	1,379.14
Fire Dept. CIP	1,554.00
Road Use Tax	36,701.29
Local Option Sales Tax	18,747.00
Debt Service	13,360.12
LOST Sinking Fund	18,747.00
LOST Revenue Fund	0.39
Water	50,429.55
Water Deposits	1,275.00
Sewer	47,942.36
Garbage	5,234.79
Storm Water	<u>6,426.11</u>
<b>TOTAL BOOKS:</b>	305,850.43

City of Carter Lake  
Receipts – September 2013

<u>ACCOUNT</u>	<u>RECEIPTS</u>
General	114,071.67
Resource Center - Misc.	352.89
Comm. Center CIP	36,094.91
Parks CIP	57,751.84
Library CIP	120.60
East Omaha DD #21	0.49
Ambulance CIP	2,173.68
Fire Dept. CIP	4,198.14
Road Use Tax	34,073.64
Employee Benefits	10,556.54
Emergency	872.55
Local Option Sales Tax	18,747.00
Urban Renewal Project #5	218.11
Urban Renewal Project #2	307.50
Debt Service	18,199.18
LOST Sinking Fund	18,747.00
LOST Revenue Fund	2,400.33
Lake Projects	13,647.27
Water	64,345.49
Water Deposits	1,100.00
Sewer	56,270.63
Garbage	6,247.65
Storm Water	<u>7,673.74</u>
<b>TOTAL</b>	<b>468,170.85</b>

City of Carter Lake  
Receipts – October 2013

<u>ACCOUNT</u>	<u>RECEIPTS</u>
General	385,155.23
Resource Center - Misc.	562.92
Library CIP	53.96
East Omaha DD #21	0.49
Ambulance CIP	1,112.85
Sidewalks (Club Area Project)	546.00
Road Use Tax	40,060.16
Employee Benefits	134,329.52
Emergency	11,103.17
Local Option Sales Tax	18,747.00
Urban Renewal Project #1T	2,455.71
Urban Renewal Project #1NT	3,125.44
Urban Renewal Project #4	12,143.64
Urban Renewal Project #5	27,285.22
Urban Renewal Project #2	4,263.89
Debt Service	63,121.96
LOST Sinking Fund	18,747.00
LOST Revenue Fund	0.57
Water	80,462.46
Water Deposits	1,006.21
Sewer	62,464.97
Garbage	7,335.66
Storm Water	<u>9,827.04</u>
<b>TOTAL BOOKS:</b>	883,911.07

**WATER UTILITY - ACCOUNTS IN ARREARS****January 15, 2014**

<u>Account #</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>120 days</u>	<u>TOTAL</u>	
05-001260-01	(2.64)	52.11		2.13	51.60	Storm Water
05-004010-01	3.00	3.00	28.16	89.14	123.30	Storm Water
05-105350-03	161.68	121.85			283.53	
05-105360-00	89.76	26.60	3.00		119.36	
05-204450-14	72.00				72.00	
05-204600-04	77.52	171.90	96.63	82.89	428.94	
05-205350-01	84.06	87.88	80.00	5.84	257.78	
05-208500-02	11.64	84.06	84.06	161.12	340.88	
05-209350-09	93.21	48.14			141.35	
05-211100-14	96.00	38.35			134.35	
05-303250-04	8.64	8.64			17.28	
05-305500-06	32.15				32.15	
05-307660-02	100.61	96.00	90.99	2.56	290.16	
05-308400-02	37.22				37.22	
05-309000-01	129.11	257.47	125.28		511.86	
05-316000-01	96.17	91.39	158.30	326.67	672.53	
05-317350-09	59.37				59.37	
05-318930-09	22.96				22.96	
05-319600.03	18.64	8.64	8.64		35.92	Storm Water
05-402050-05	55.41				55.41	
05-402750-05	34.37				34.37	
05-402950-06	112.57	66.98			179.55	
05-403450-01	95.53				95.53	
05-403500-01	28.12				28.12	
05-403750-03	105.73	127.07	120.07	110.75	463.62	
05-406600-02			17.36	7.00	24.36	
05-409250-08	57.96				57.96	
05-409650-09	85.49	89.86	6.42		181.77	
05-410050-03	25.64	11.64	11.64	16.89	65.81	Storm Water
05-411250-03	101.80	106.76	110.35	163.68	482.59	
<b>TOTALS</b>	<b>\$ 1,893.72</b>	<b>\$ 1,498.34</b>	<b>\$ 940.90</b>	<b>\$ 968.67</b>	<b>\$ 5,301.63</b>	

## FINAL ACCOUNTS

January 15, 2014

<u>Account #</u>	<u>CURRENT</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>TOTAL</u>	<u>Final Date</u>	<u>Letter Sent</u>
05-101255-00	84.10	242.40	126.49	-	452.99	<b>Collections</b>	
05-105000-02	34.20	44.29	-	-	78.49	11/13	LL 1/16/14
05-105300-00	20.66	30.66	20.66	17.35	89.33	<b>Storm Water</b>	
05-105600-02	49.26	180.02	269.30	7.00	505.58	12/13	01/16/14
05-106210-01	50.00	-	-	-	50.00	1/14	
05-201150-01	16.28	1.08	-	4.08	21.44	<b>Storm Water</b>	
05-201700-03	28.00	-	-	-	28.00	<b>Collections</b>	
05-202000-04	49.68	2.02	-	-	51.70	08/01/11	
05-202300-02	-	88.94	89.00	36.62	214.56	<b>LIEN 1/14</b>	12/13/13
05-203900-04	8.64	8.64	8.61	7.59	33.48	<b>Storm Water</b>	
05-205900-07	63.23	80.71	60.57	7.90	212.41	<b>Collections</b>	
05-205900-11	32.76	-	-	-	32.76	12/13	
05-206000-00	-	34.51	4.65	-	39.16	4/11	
05-207350-03	62.68	21.36	-	-	84.04	02/04/13	
05-207350-04	65.77	156.37	-	-	222.14	9/13	LL 1/16/14
05-207450-02	48.29	101.52	7.01	-	156.82	9/13	LL 1/16/14
05-210150-03	34.44	11.08	-	-	45.52	<b>Collections</b>	
05-210400-00	17.36	10.00	-	37.36	64.72	<b>Storm Water</b>	
05-211250-04	39.17	48.32	-	-	87.49	06/29/12	
05-211850-01	8.64	8.64	8.64	3.36	29.28	<b>Storm Water</b>	
05-212550-02	37.42	11.41	-	-	48.83	<b>Collections</b>	
05-213650-08	38.39	80.35	0.06	-	118.80	<b>Collections</b>	
05-302050-06	-	51.91	51.91	89.05	192.87	<b>Collections</b>	
05-303250-02	-	-	8.64	-	8.64	04/12/11	
05-304850-03	8.64	11.64	11.64	29.20	61.12	5/13	
05-306100-05	74.06	84.06	8.66	-	166.78	12/13	01/16/14
05-307150-02	-	3.98	-	-	3.98	11/09/10	
05-310730-04	63.32	-	-	-	63.32	<b>Collections</b>	
05-312660-02	18.40	-	-	-	18.40	1/14	
05-312950-02	21.29	-	-	-	21.29	<b>Collections</b>	
05-317100-05	-	135.66	-	93.83	229.49	<b>Payments</b>	
05-317300-05	45.81	0.20	-	-	46.01	<b>Collections</b>	
05-318930-08	53.80	-	79.17	-	132.97	9/13	LL 1/16/14
05-319370-02	45.13	-	-	-	45.13	<b>Collections</b>	
05-319600-02	-	55.74	-	-	55.74	<b>Collections</b>	
05-320600-05	53.92	27.48	-	-	81.40	<b>Collections</b>	
05-321130-01	27.12	55.20	-	-	82.32	<b>Collections</b>	
05-321300-06	59.08	78.01	14.47	-	151.56	<b>Collections</b>	
05-401550-01	-	83.83	-	-	83.83	08/09/13	
05-401700-02	-	19.00	-	-	19.00	<b>Collections</b>	
05-404250-07	48.92	93.00	55.58	-	197.50	11/13	LL 1/16/14
05-404950-04	-	93.79	100.79	133.30	327.88	1/14	
05-405300-01	29.77	36.36	-	-	66.13	<b>Collections</b>	
05-405400-03	-	29.64	-	179.35	208.99	<b>Collections</b>	
05-405700-02	-	51.18	3.89	-	55.07	<b>Collections</b>	
05-405950-01	8.64	8.64	11.64	20.28	49.20	<b>Storm Water</b>	
05-406450-02	17.36	-	4.08	7.00	28.44	<b>Storm Water</b>	
05-407000-00	54.45	-	-	-	54.45	12/13	01/16/14
05-408100-02	-	35.76	-	3.00	38.76	<b>Storm Water</b>	
05-409250-00	8.64	18.64	12.64	34.92	74.84	<b>Storm Water</b>	
05-409500-02	8.64	11.64	11.64	29.20	61.12	<b>Collections</b>	
05-410100-08	18.19	3.17	-	-	21.36	<b>Collections</b>	
05-410150-06	-	18.27	-	-	18.27	5/13	
05-411350-06	48.69	48.69	24.68	-	122.06	<b>Collections</b>	
05-411900-04	-	88.83	88.83	20.83	198.49	1/14	
05-510900-00	30.59	-	-	-	30.59	<b>Collections</b>	
					<b>\$ 5,684.54</b>		

<u>Account #</u>	<u>CURRENT</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>TOTAL</u>	<u>Final Date</u>	<u>Letter Sent</u>
<b>COLLECTION ACCOUNTS</b>							
05-201100-01	27.68	-	-	-	27.68	9/06	
05-211250-01	27.93	-	-	-	27.93	9/06	
05-307700-00	40.20	48.30	5.79	-	94.29	5/06	
					<b>\$ 149.90</b>		
<b>ACCOUNTS PLACED AS LIENS</b>							
05-105300-00	19.31	23.66	20.66	181.65	245.28	Oct-13	
05-201150-01	16.28	3.00	10.00	419.32	448.60	Oct-13	
05-204050-05	44.75	60.24	4.98	-	109.97	Nov-13	
05-204450-08	38.39	59.00	50.81	13.46	161.66	Feb-06	
05-204700-03	-	48.69	48.69	51.35	148.73	Mar-12	
05-205200-05	48.26	91.83	23.74	-	163.83	Nov-13	
05-205450-15	60.94	26.70	-	-	87.64	Nov-13	
05-206900-02	56.70	66.12	4.07	-	126.89	Feb-12	
05-207400-03	60.79	49.21	-	-	100.00	Sep-11	
05-210350-06	58.47	13.85	-	-	72.32	Oct-13	
05-210400-04	-	48.69	48.69	45.41	142.79	Nov-13	
05-213050-06	41.69	56.56	59.24	5.21	162.70	Oct-09	
05-203900-04	8.28	84.06	74.54	63.85	230.73	Sep-13	
05-210400-00	-	-	7.00	57.80	64.80	Oct-13	
05-211850-01	8.28	11.64	18.64	371.72	410.28	Oct-13	
05-213900-11	-	51.15	-	-	51.15	Nov-13	
05-214650-01	-	11.64	71.57	171.07	254.28	Feb-13	
05-215850-03	-	56.74	8.08	-	64.82	Nov-13	
05-303550-03	-	48.69	47.38	-	96.07	Oct-12	
05-304750-02	56.26	76.30	58.17	-	190.73	May-13	
05-306100-04	-	77.21	0.01	-	77.22	Oct-13	
05-312000-03	(3.52)	45.21	45.21	97.67	184.57	Dec-05	
05-313450-02	-	41.93	-	-	41.93	Oct-12	
05-315250-03	23.38	48.34	-	-	71.72	Nov-13	
05-318550-10	33.44	54.05	12.51	-	100.00	Nov-13	
05-318800-00	-	8.64	64.85	147.66	221.15	Oct-13	
05-318800-09	51.15	71.35	3.02	-	125.52	Nov-13	
05-319700-01	37.88	3.82	-	-	41.70	Oct-12	
05-319700-02	37.29	54.05	5.24	-	96.58	Oct-12	
05-321200-02	41.26	147.29	76.02	-	264.57	May-08	
05-404000-01	-	16.83	66.37	-	83.20	Jun-13	
05-404950-02	-	32.74	-	-	32.74	Oct-13	
05-404950-03	20.25	53.02	46.99	-	120.26	Oct-13	
05-405000-04	58.51	15.15	-	-	73.66	Sep-11	
05-405950-01	8.28	15.64	11.64	52.48	88.04	Aug-13	
05-406450-02	16.28	3.00	10.00	180.89	210.17	Oct-13	
05-406450-03	42.33	4.05	-	-	46.38	Nov-13	
05-407750-04	43.29	1.43	-	-	44.72	Oct-13	
05-407950-07	41.73	36.61	-	-	78.34	Oct-13	
05-407950-08	23.38	56.74	1.95	-	82.07	Oct-13	
05-409250-00	-	-	-	52.48	52.48	Jun-13	
05-409250-06	-	51.91	58.62	60.54	171.07	Jun-13	
05-410050-01	41.80	60.76	4.76	-	107.32	Nov-12	
05-410400-07	834.24	-	1.91	-	836.15	Feb-11	
05-411000-04	38.11	4.05	-	-	42.16	Oct-12	
					<b>\$ 5,823.14</b>		

**OVERTIME AND COMPTIME REPORT**

December 22, 2013

<u>MAINTENANCE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
RONNIE FISHER			
12/22/13	Snow removal	2 1/2	\$ 46.80
MARK MURRAY			
12/22/13	Snow removal	2 1/2	\$ 67.43
STANLEY OLSEN			
12/22/13	Snow removal	4	\$ 96.72
DAMIAN ROTHMEYER			
12/15/13	Salt and Sand 9th & Locust	2	37.44
12/22/13	Snow removal	4	74.88
		<u>6</u>	<u>\$ 112.32</u>
RANDY SMITH			
12/22/13	Snow removal	4	\$ 74.88
<b>TOTAL MAINT OVERTIME:</b>		<b>19</b>	<b>\$ 398.15</b>
<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
RICHARD HIATT			
12/12/13	Cover shift	6	\$ 186.60
<b>TOTAL POLICE OVERTIME:</b>		<b>6</b>	<b>\$ 186.60</b>
<u>ADMIN OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
LISA RUEHLE			
12/15/13	Water info	2 3/4	106.10
<b>TOTAL ADMIN OVERTIME:</b>		<b>2 3/4</b>	<b>\$ 106.10</b>
<b>TOTAL ALL OVERTIME:</b>		<b>27 3/4</b>	<b>\$ 690.84</b>

---

<u>COMPTIME USED:</u>	<u>HOURS</u>
JOSH DRISCOLL	
12/15/13	3
RICHARD HIATT	
12/12/13	2
<b>TOTAL COMPTIME USED:</b>	<b>5 HRS</b>

<u>COMPTIME BALANCES:</u>	<u>HOURS</u>
JOSH DRISCOLL	60 1/2
RYAN GONSIOR	70 1/4
RONALD HANSEN	79 3/4
RICHARD HIATT	37
JON MEYER	49 1/2
NOAH SCHILLING	6 1/2
<b>TOTAL COMP BALANCES:</b>	<b>303 1/2</b>

---

<u>ADMIN HOURS EARNED</u>	<u>HOURS</u>	
SHAWN KANNEDY		
12/16/13	Per Contract	80
<b>TOTAL ADMIN HOURS EARNED:</b>	<b>80</b>	

<u>ADMIN HOURS USED:</u>	<u>HOURS</u>
SHAWN KANNEDY	
12/13/13	4
<b>TOTAL ADMIN HOURS USED:</b>	<b>4</b>

<u>ADMIN BALANCES:</u>	<u>HOURS</u>
CHRIS ETHEN	32
SHAWN KANNEDY	80
DOREEN MOWERY	26 1/2
RON ROTHMEYER	40
<b>TOTAL ADMIN BALANCES:</b>	<b>178 1/2</b>

**OVERTIME AND COMPTIME REPORT**  
**December 8, 2013**

<u>MAINTENANCE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
RONNIE FISHER			
12/08/13	Snow removal	4	\$ 74.88
MARK MURRAY			
12/08/13	Snow removal	4	\$ 107.88
STANLEY OLSEN			
12/08/13	Snow removal	11	\$ 265.98
DAMIAN ROTHMEYER			
12/08/13	Snow removal	11	\$ 205.92
RANDY SMITH			
12/08/13	Snow removal	11	\$ 205.92
<b>TOTAL MAINT OVERTIME:</b>		<b>41</b>	<b>\$ 860.58</b>

<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
DAN DRIVER			
12/06/13	Call out	2	\$ 80.86
<b>TOTAL POLICE OVERTIME:</b>		<b>2</b>	<b>\$ 80.86</b>

<u>ADMIN OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
LISA RUEHLE			
11/29/13	Payroll reports, Financials	2 1/2	96.45
11/30/13	Water info	3	115.74
12/01/13	Water info	2	77.16
12/08/13	Water info	1 3/4	67.52
<b>TOTAL ADMIN OVERTIME:</b>		<b>9 1/4</b>	<b>\$ 356.87</b>
<b>TOTAL ALL OVERTIME:</b>		<b>52 1/4</b>	<b>\$ 1,298.31</b>

<u>COMPTIME EARNED:</u>	<u>HOURS</u>
NOAH SCHILLING	
11/28/13	3/4 = 1 1/4
<b>TOTAL COMPTIME EARNED:</b>	<b>1 1/4 HRS</b>

<u>COMPTIME USED:</u>	<u>HOURS</u>
RICHARD HIATT	
11/29/13	8
<b>TOTAL COMPTIME USED:</b>	<b>8 HRS</b>

<u>COMPTIME BALANCES:</u>	<u>HOURS</u>
JOSH DRISCOLL	63 1/2
RYAN GONSIOR	70 1/4
RONALD HANSEN	79 3/4
RICHARD HIATT	39
JON MEYER	49 1/2
NOAH SCHILLING	6 1/2
<b>TOTAL COMP BALANCES:</b>	<b>308 1/2</b>

**OVERTIME AND COMPTIME REPORT**  
**December 8, 2013**

<b><u>ADMIN HOURS USED:</u></b>	<b><u>HOURS</u></b>
SHAWN KANNEDY	
11/26/13	2
11/27/13	8
12/03/13	2
12/04/13	8
12/06/13	2
	<hr/>
	22
DOREEN MOWERY	
11/25/13	5
11/27/13	2
	<hr/>
	7
<b>TOTAL ADMIN HOURS USED:</b>	<b><u><u>29</u></u></b>

<b><u>ADMIN BALANCES:</u></b>	<b><u>HOURS</u></b>
CHRIS ETHEN	32
SHAWN KANNEDY	4
DOREEN MOWERY	26 1/2
RON ROTHMEYER	40
	<hr/>
<b>TOTAL ADMIN BALANCES:</b>	<b><u><u>102 1/2</u></u></b>

**OVERTIME AND COMPTIME REPORT  
JANUARY 5, 2014**

<u>MAINTENANCE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
RONNIE FISHER			
01/01/14	Snow removal	3	\$ 56.16
MARK MURRAY			
01/01/14	Snow removal	3	\$ 80.91
STANLEY OLSEN			
01/01/14	Water Main Break	13	\$ 314.34
DAMIAN ROTHMEYER			
01/01/14	Water Main Break	13	\$ 243.36
RANDY SMITH			
01/01/14	Water Main Break	13	\$ 243.36
<b>TOTAL MAINT OVERTIME:</b>		<b>45</b>	<b>\$ 938.13</b>

<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
DAN DRIVER			
12/30/13	Officer short	4	\$ 161.72
RYAN GONSIOR			
12/30/13	Officer short	4	\$ 133.92
<b>TOTAL POLICE OVERTIME:</b>		<b>8</b>	<b>\$ 295.64</b>

<u>FIRE DEPT OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
Phil Newton			
01/01/14		2	63.00
<b>TOTAL FIRE DEPT OVERTIME:</b>		<b>2</b>	<b>\$ 63.00</b>

<u>ADMIN OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
LISA RUEHLE			
12/29/13	Water info	2	77.16
01/05/14	Inventory	1 1/2	57.87
<b>TOTAL ADMIN OVERTIME:</b>		<b>3 1/2</b>	<b>\$ 135.03</b>
<b>TOTAL ALL OVERTIME:</b>		<b>58 1/2</b>	<b>\$ 1,368.80</b>

<u>COMPTIME USED:</u>		<u>HOURS</u>
RYAN GONSIOR		
12/22/13		2
01/01/14		8
<b>TOTAL COMPTIME USED:</b>		<b>10 HRS</b>

<u>COMPTIME BALANCES:</u>		<u>HOURS</u>
JOSH DRISCOLL		60 1/2
RYAN GONSIOR		60 1/4
RONALD HANSEN		79 3/4
RICHARD HIATT		37
JON MEYER		49 1/2
NOAH SCHILLING		6 1/2
<b>TOTAL COMP BALANCES:</b>		<b>293 1/2</b>

<u>ADMIN HOURS EARNED</u>		<u>HOURS</u>
DOREEN MOWERY		
01/01/14	Per Contract	80
<b>TOTAL ADMIN HOURS EARNED:</b>		<b>80</b>

<u>ADMIN HOURS USED:</u>		<u>HOURS</u>
DOREEN MOWERY		
12/23/13		1/2
12/24/13		3
12/27/13		1/2
<b>TOTAL ADMIN HOURS USED:</b>		<b>4</b>

<u>ADMIN BALANCES:</u>		<u>HOURS</u>
CHRIS ETHEN		32
SHAWN KANNEDY		80
DOREEN MOWERY		26 1/2
RON ROTHMEYER		40
<b>TOTAL ADMIN BALANCES:</b>		<b>178 1/2</b>

## Monthly Report for Nov. 2013

Meals served 553

Volunteer Hours Performed 130.5

Activity Reports Attached

Needs for Center—We need a new refrigerator for the kitchen the one we have does not work right and they want \$ 600.00 plus to fix it.

Meetings—Site Council Meeting at Center on Nov 20<sup>th</sup> 201













City Hall Monthly Report for Dec.

Total Meal's Served for Dec. = 663

Total Volunteer Hour's For Dec. = 165.5

Activity Reports Attached.











## City of Carter Lake – Fire Department Monthly Report

**Head Name:** Phillip Newton

**Month:** November 2013

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

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

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

Pancake Breakfast: November 3 rd, served 95 people, 16 members

11-05 Meetings: 6:30 – 9:30pm, Officers 10 members - Mass meeting 16 members- Smoke Eaters: 15 members

11-02 Fire training: 9-noon Pump, ventilation, ladders, scba, equipment ops, 9 members

11-12 Fire training: 7-10pm Pump, Driving, operations 8 members

11-19 EMS training: 7-10pm Airway emergencies and Diabetic emergencies 7-10 pm, 12 members

11-26 Dive training: 6-9pm Equipment checks 7 members

11-2, 3 hours of Special Fire Training at Magellan Pipeline, Class room safety course and hands on review of loading dock operations. 5 members.

**Safety and Call Report:** Report Safety Issues or Concerns

Safety Committee: Please review safety minutes

Total Calls for the year: 419

EMS calls: 16

Fire calls: 4

Dive calls: 0

**Other:** Additional information that Mayor/Council may need to know including but not limited to: Other Progress, Feedback, Recommendations etc.

Jet Ski donated by a former member, looking at incorporating into our water rescue team, looking at possible getting rid of the v-bottom boat, not functional for rescue aspect, may start using flat bottom boat again also as a backup. Currently updating our WET protocols to cover this.

Our training room install update is scheduled for December 12 th

We are currently scheduling special trainings to get everyone certified in the use of our “Jaws Tools” that was purchased last month from Lewis Township Fire Department.

Our annual Fire Department Banquet is scheduled for Jan 25 starting at 5 pm, Invites will be going out soon.

## Monthly Report – DEC. 2013

### City Clerks' Office

#### Savings

#### Accomplishments

12-02-13      Worked with Ahlers Law for Urban Renewal and TIF – PVS  
12-03-13      Opened Village Post Office  
Received RISE funding for streets around PVS

#### Meetings

12-02-13      Post office training – Doreen, Lisa, Bobbie  
Meeting with Joe, Russ, Jerry  
Urban Revite Meeting  
12-03-13      Union Committee meeting  
12-05-13      Budget workshop in VanMeter  
12-09-13      Special Council Meeting  
Planning Board Meeting  
12-10-13      TC – Russ and RISE Committee  
12-11-13      Meeting with J Waltrip  
12-12-13      Union meeting with Police  
12-13-13      Consultation on TIF for PVS – No attendees  
12-16-13      Regular Council Meeting  
12-17-13      Met with UR applicant to sign papers  
12-18-13      Union meeting with Employee Union  
12-30-13      Special Meeting – PVS – employee Union

#### Misc.

12-07-13      Bought items for volunteer banquet  
Prepared certificates for volunteers  
12-08-13      Bought remaining items for volunteer banquet  
Attended volunteer banquet  
12-14-13      Swore in Barb Melonis  
Purchased 20 year gift  
12-20-13      Picked up milk for Christmas Basket project  
12-24-13      Unemployment Hearing regarding Rouleau  
12-25-13      Closed for Holiday  
12-30-13      Employee coffee with Russ/Tim/Brad



Edward F. Owen Memorial Library  
Monthly City Council Report  
December Circulation Statistics

Library Sponsored Events	19 - 39 Adults 100 Children
Other Meetings/Events (Multi-Purpose Room)	15 – 41 Adults 6 Children
Circulation	1684
Door Count	1239
Library Revenues	\$158.15
(Book fines, Lost Materials paid for, Photocopies, Computer Printouts, Book Sale, Fax, Laminator)	
Library Donations	\$44.20
(Room Rental, monetary donations)	

“Come Take Choice of All My Library”  
Shakespeare

As anyone who walks into our library can tell you, we are not a hushed and quiet library from the past. We serve as a community informational gathering place where our residents are able to meet personal and educational needs. We provide essential services to our community from sending faxes to notary. The library is where our patrons develop job skills, gain access to the internet, hold meetings and attend library sponsored programs. We provide a neutral space for tutors to meet with students and for social service agencies to interact with families. We provide early literacy information and a book to every child in our Books 4 Babies program. We have a Daycare Outreach Program and deliver materials to homebound patrons. We are here to serve....

There is a meeting between Pottawattamie County Libraries and the Pottawattamie County Board of Supervisors on Tuesday, January 7<sup>th</sup> to discuss library services and how each library uses funds received from the County.

Last year our library received \$2,005.00 from Pottawattamie County which was used for the replacement of lost and damaged books and to supplement our book budget. We are very fortunate and appreciative of the continued support and help.

Happy New Year to all and looking forward to a year where there is “Change for Good”. A quote from the Carter Lake Elementary School that I pass by every day on my way to work.

**APPLICATION FOR  
SALVAGE PERMIT**

TO: Mayor and City Council  
Carter Lake, Iowa 51510

Gentlemen:

I hereby apply for a permit to operate a salvage yard at 2813 N 9<sup>th</sup> ST

Street in Carter Lake, Iowa.

Legally described as:

Kind of Building: METAL

Total area in Square Feet: 3500

Proposed Use of Building: COMMERCIAL

Nature of Business: SALVAGE YARD

Will sales or retail be made on the premises? YES

Owner's Name: MICHAEL LEVELL

Owner's Address: PO BOX 13 MINNEDIA IA 51554

Owner's Phone Number: 402.690.4087

Firm?  Partnership?  Corporation?

Name and addresses of all associates, partners or officers: \_\_\_\_\_

SAME AS ABOVE

Date of Application 12-4-13

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

Signature of Owner: 

**APPLICATION FOR  
SALVAGE PERMIT**

TO: Mayor and City Council  
Carter Lake, Iowa 51510

Gentlemen:

I hereby apply for a permit to operate a salvage yard at 2813 N 9<sup>th</sup> ST

Street in Carter Lake, Iowa.

Legally described as:

Kind of Building: METAL

Total area in Square Feet: 3500

Proposed Use of Building: COMMERCIAL

Nature of Business: SALVAGE YARD

Will sales or retail be made on the premises? YES

Owner's Name: MICHAEL LEVELL

Owner's Address: PO Box 13 MINNOLA IA 51554

Owner's Phone Number: 402.690.4087

Firm?  Partnership?  Corporation?

Name and addresses of all associates, partners or officers: \_\_\_\_\_

SAME AS ABOVE

Date of Application 12-4-13

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

Signature of Owner: 

BUSINESS INSPECTION CHECKLIST

Business Name Lakeside Auto Recyclers

Contact person Mike Levell

Address 2813 N 9th

Inspection Date 1-9-2014 Type Business

EXTERIOR

Street numbers visible

Parking lot ok ①

Outside of building ok

Landscaping ok

Parking lot lighting

INTERIOR

EXIT signs working

Emergency lighting ok

Electrical outlets ok

GFCI's in required areas

No permanent use of extension cords

Electrical panel accessible

Electrical panel labeled

Plumbing ok

Mechanical ok

Trip hazards

Safety glass in req. areas NA

CERTIFICATIONS

State food license current

Liquor license current

Other

COMMENTS

- ① Owner currently lowering level of vehicles in their piles to fence level.
- ② Owner is maintaining proper pathways in rear yard.
- ③ All buildings have exit & extinguishers per IFC 906

INSPECTION:

Pass  Fail

Re-inspection dates NA

Inspector B.J. Newton Date 1-9-2014

APPLICATION FOR  
SALVAGE PERMIT

TO: Mayor and City Council  
Carter Lake, Iowa 51510

Gentlemen:

I hereby apply for a permit to operate a salvage yard at 1103 Locust

Street in Carter Lake, Iowa.

Legally described as:

Kind of Building: \_\_\_\_\_

Total area in Square Feet: \_\_\_\_\_

Proposed Use of Building: Sales

Nature of Business: Salvage

Will sales or retail be made on the premises? yes

Owner's Name: Pamela + Gary Fett

Owner's Address: 3711 N. 13<sup>th</sup> St., Carter Lake, IA 51510

Owner's Phone Number: 402-707-3388

Firm? \_\_\_\_\_ Partnership? \_\_\_\_\_ Corporation? X

Name and addresses of all associates, partners or officers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Application 12/10/13

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

Signature of Owner: Gary Fett

## Exhibit "A"

Beginning at a point, said point being the southwest corner of Lot J in Auditor's Subdivision of Lot Thirteen (13) in Auditor's Subdivision, thence East along the South line of said Lot J to the Southeast corner of said Lot J; thence East along the South line of said Lot K to the Southeast corner of said Lot K; thence North along the East line of said Lot K to the Northeast corner of said Lot K; thence North along the East line of said Lot D to the Northeast corner of said Lot D; thence West along the North line of said Lot D to the Northwest corner of said Lot D; thence West along the North line of said Lot E to the Northwest corner of said Lot E; thence South along the West line of said Lot E to the Southwest corner of said Lot E; thence South along the West line of said Lot J to the point of beginning, all located in Auditor's Subdivision of Lot thirteen (13) all in Auditor's Subdivision of Section 21, Township 75, Range 44, 21-75-44 all located in the City of Carter Lake, Pottawattamie County, Iowa.

BUSINESS INSPECTION CHECKLIST

Business Name City Motor  
Contact person Gary Fett  
Address 1103 Locust Str.  
Inspection Date 1-9-2014 Type Business

EXTERIOR

Street numbers visible   
Outside of building ok   
Parking lot lighting   
Parking lot ok ①  
Landscaping ok NA

INTERIOR

EXIT signs working ②  
Electrical outlets ok   
No permanent use of extension cords   
Electrical panel accessible   
Plumbing ok   
Trip hazards NA  
Emergency lighting ok NA  
GFCI's in required areas   
Electrical panel labeled   
Mechanical ok   
Safety glass in req. areas NA

CERTIFICATIONS

State food license current \_\_\_\_\_  
Other \_\_\_\_\_  
Liquor license current \_\_\_\_\_

COMMENTS

- ① Maintain cleanup runoff and pathways during construction
- ② Add new visible exit signs to south & east door per IFC 10-11 code
- ③ Cover for electrical component on west wall missing. Now fixed.
- ④ Gary will set signs by term & placed. Will recheck later. gm

INSPECTION:

Pass gm Fail \_\_\_\_\_  
Re-inspection dates NA \_\_\_\_\_

Inspector GG Newton Date 1-9-2014

BUSINESS INSPECTION CHECKLIST

Business Name City Motor  
Contact person Gary Fett  
Address 1103 Locust Str.  
Inspection Date 1-9-2014 Type Business

EXTERIOR

Street numbers visible   
Outside of building ok   
Parking lot lighting   
Parking lot ok ①  
Landscaping ok NA

INTERIOR

EXIT signs working ②  
Electrical outlets ok   
No permanent use of extension cords   
Electrical panel accessible   
Plumbing ok   
Trip hazards NA   
Emergency lighting ok NA  
GFCI's in required areas   
Electrical panel labeled   
Mechanical ok   
Safety glass in req. areas NA

CERTIFICATIONS

State food license current \_\_\_\_\_  
Liquor license current \_\_\_\_\_  
Other \_\_\_\_\_

COMMENTS

- ① Maintain cleanup, runoff and pathways during construction
- ② Add new visible exit signs to south + east door per IFC 10-11 code
- ③ Cover for electrical component on west wall missing. Now fixed.

② Gary will get signs by term + placed. Will recheck later. BN

INSPECTION:

Pass BN Fail \_\_\_\_\_  
Re-inspection dates NA

Inspector BJ Newton Date 1-9-2014

# License Application ( LE0002080 )

## Applicant

Name of Applicant:	<u>Kwik Shop, Inc.</u>		
Name of Business (DBA):	<u>Kwik Shop #520</u>		
Address of Premises:	<u>1202 East Locust Street</u>		
City:	<u>Carter Lake</u>	County:	<u>Pottawattamie</u> Zip: <u>51510</u>
Business Phone:	<u>(712) 347-5076</u>		
Mailing Address:	<u>8942 Blondo Street</u>		
City:	<u>Omaha</u>	State:	<u>NE</u> Zip: <u>68134</u>

## Contact Person

Name:	<u>Rosalind Sells</u>		
Phone:	<u>(402) 391-1808</u>	Email Address:	<u>roz.sells@kwikshop.com</u>

Classification: Class E Liquor License (LE)

Term: 12 months

Effective Date: 02/01/2014

Expiration Date:

Privileges:

Class E Liquor License (LE)

## Status of Business

BusinessType:	<u>Publicly Traded Corporation</u>		
Corporate ID Number:	<u>48270</u>	Federal Employer ID #	<u>48-6112339</u>

## Ownership

### Brian Fisher

First Name: Brian

Last Name: Fisher

City: Hutchinson

State: Kansas

Zip: 67501

Position Vice President, Operation

% of Ownership 0.00 %

U.S. Citizen

### Kevin Hess

First Name: Kevin

Last Name: Hess

City: Hutchinson

State: Kansas

Zip: 67501

Position President

% of Ownership 0.00 %

U.S. Citizen

## Insurance Company Information

**Insurance Company:** Fidelity & Deposit Company of Maryland

**Policy Effective Date:** 02/01/2013

**Policy Expiration Date:** 01/01/1900

**Bond Effective Continuously:** 2

**Dram Cancel Date:**

**Outdoor Service Effective Date:**

**Outdoor Service Expiration Date:**

**Temp Transfer Effective Date:**

**Temp Transfer Expiration Date:**



Kroger Convenience Stores Corporate Office  
PO Box 1266, 2800 East 4<sup>th</sup> (67501)  
Hutchinson, KS 67504-1266  
(620)663-6636



Van S. Tarver, Vice President  
Convenience Stores/SPG  
(620)663-6636  
FAX (620)694-5155

June 18, 2013

TO: Division Presidents  
Division Vice Presidents  
G.O. Department Heads  
HR Leaders  
Manufacturing General Managers  
Senior Officers

CC: Associate Communications/Engagement Managers

RE: Kevin Hess

Please join me in congratulating Kevin Hess, currently vice president, Kwik Shop, on his promotion to president, Kwik Shop, effective immediately. Kevin replaces Jeff Parker who was recently promoted to vice president, Small Format, at General Office. Kevin will report directly to me.

Kevin joined the company in 2003 as a manager for Kroger Accounting Services Hutchinson (KASH). Two years later, he was promoted to director of the C-Stores Division before taking on the role of controller for Kroger C-Stores Corporate. Kevin was promoted to vice president, Operations for Tom Thumb in 2011 prior to being promoted to his current role at Kwik Shop in 2012. Prior to joining the company, he worked in Accounting for Pierce Faris & Co.

Kevin's leadership has proven to be a great asset to the C-Store Division and we look forward to his contributions as he leads our Kwik Shop team.

Please join me in congratulating Kevin and welcoming him and his family to Hutchinson.

Sincerely,

Van Tarver  
President, C-Stores Division

## **Area resident Kwik Shop's new president**

By John Green - The Hutchinson News - [jgreen@hutchnews.com](mailto:jgreen@hutchnews.com)

The Kroger Co. last week promoted a longtime Hutchinson-area resident to be president of its Kwik Shop division.

Kevin Hess, who recently returned to Hutchinson after working for the company in Florida, was named to the post June 17, replacing Jeff Parker, who was promoted to corporate vice president at Kroger and will move to Cincinnati.

Kwik Shop, founded as an operating division of Dillon Stores in 1960, today operates some 130 convenience stores in five states.

Hess, a native of Great Bend, joined Kroger in 2003, after working in the audit and tax departments for Pierce, Farris & Co. in Hutchinson.

"Kevin began with the accounting group at Kroger," said Van Tarven, vice president of Convenience Stores and Supermarket Petroleum for Kroger.

Hess, who holds a dual degree from Kansas State University in accounting and management, was next promoted to corporate controller for the Kroger C-store Division in Hutchinson. In 2011, he was named vice president of operations for Tom Thumb Food Stores and transferred to Crestview, Fla.

About six months ago, Hess was named senior vice president of marketing and operations at Kwik Shop and returned to the Hutchinson General Office.

"This is his homeland, his own backyard, so it's a great fit for us and for him, too," Tarven said.

Hess, his wife, Jodi, and two sons will continue to live in Hutchinson.

**EXHIBIT B****KWIK SHOP INC. - OFFICERS****A WHOLLY OWNED SUBSIDIARY OF DILLON COMPANIES, INC.,****A DIVISION OF THE KROGER COMPANY - KROGER STOCK IS LISTED ON THE NEW YORK STOCK EXCHANGE****Kevin Lane Hess - President / Kwik Shop Inc**

Home Address: 10 E 37<sup>th</sup> Avenue - Hutchinson, KS 67502  
 City and State of birth: Great Bend, Kansas  
 Date of Birth: 10/26/1974  
 Social Security #: 515-80-0099  
 Spouse Full Name: Jodie Rae Hess

**Employment History:**

01/2013 to present Kwik Shop (part of the Kroger Company)  
 734 East Fourth Avenue, Hutchinson, KS 67501  
 7/2011-12/2012 Tom Thumb Food Stores (part of the Kroger Company)  
 619 Eighth Ave, Crestview, FL 32536  
 02/2003 - 06/2011 The Kroger Company  
 2800 East 4th Ave, Hutchinson, KS 67501  
 06/1998 - 01/2003 Pierce Faris & Co Chartered  
 1 North Main, Hutchinson, KS 67501  
 The firm merged with Lindburg and Vogel - address - 2301 North Halstead, Hutchinson, KS 67502

**Residential History:**

August 1993 to June 1994	Kansas State University, Marlett Hall	Manhattan KS 67503
June 1994 to May 1996	1408 Cambridge Pl Apt #1	Manhattan, KS 67503
May 1996 to May 1998	727 Crestwood Dr Apt #5	Manhattan, KS 67503
May 1998 to March 1999	1704 East 24th Apt #6	Hutchinson, KS 67502
March 1999 to November 2004	3306 Rockwood Dr	Hutchinson, KS 67502
November 2004 to July 2011	3809 Queens Place	Hutchinson KS 67502
July 2011 to February 2013	3342 Citrine Circle	Crestview, FL 32536

**Description**

Color of Eyes Hazel  
 Color of Hair Brown  
 Height 6'2"  
 Weight 210

**Brian Mark Fisher - Vice President of Operations / Kwik Shop Inc**

Home Address: 728 Crazy Horse Road / Apt. #9 / Hutchinson, KS 67502  
 City and State of birth: Zanesville, OH  
 Date of Birth: 12/28/1963  
 Social Security #: 407-96-5829  
 Driver's License #: K01-57-4941  
 Spouse Full Name: Beth Ann (Johnston) Fisher

**Employment History:**

1996 - 1998 Family Express Inc.  
 1998 - 2008 Pantry Inc.  
 2008 - Present Kwik Shop, Inc.

**Residential History:**

1998 - 1999 Orlando, FL  
 1999 - 2008 Jacksonville, FL  
 2008 - Present Hutchinson, KS

**Description**

Color of Eyes Brown  
 Color of Hair Brown  
 Height 6'0"  
 Weight 180

*(Processing of all Licenses)*  
**Kwik Shop Regional Office**  
**Attention: Rosalind Sells**  
 8942 Blondo Street - Omaha, NE  
 68134  
 402-391-1808 - (Phone)  
 Email: roz.sells@kwikshop.com

# License Application ( LE0002080 )

## Applicant

Name of Applicant:	<u>Kwik Shop, Inc.</u>		
Name of Business (DBA):	<u>Kwik Shop #520</u>		
Address of Premises:	<u>1202 East Locust Street</u>		
City:	<u>Carter Lake</u>	County:	<u>Pottawattamie</u> Zip: <u>51510</u>
Business Phone:	<u>(712) 347-5076</u>		
Mailing Address:	<u>8942 Blondo Street</u>		
City:	<u>Omaha</u>	State:	<u>NE</u> Zip: <u>68134</u>

## Contact Person

Name:	<u>Rosalind Sells</u>		
Phone:	<u>(402) 391-1808</u>	Email Address:	<u>roz.sells@kwikshop.com</u>

Classification: Class E Liquor License (LE)

Term: 12 months

Effective Date: 02/01/2014

Expiration Date: 01/31/2015

Privileges:

Class B Wine Permit  
Class C Beer Permit (Carryout Beer)  
Class E Liquor License (LE)  
Sunday Sales

## Status of Business

BusinessType:	<u>Publicly Traded Corporation</u>		
Corporate ID Number:	<u>48270</u>	Federal Employer ID #	<u>48-6112339</u>

## Ownership

### Brian Fisher

First Name: Brian

Last Name: Fisher

City: Hutchinson

State: Kansas

Zip: 67501

Position Vice President, Operation

% of Ownership 0.00 %

U.S. Citizen

### Jeffrey Parker

First Name: Jeffrey

Last Name: Parker

City: Hutchinson

State: Kansas

Zip: 67501

Position President

% of Ownership 0.00 %

U.S. Citizen

**Insurance Company Information**

**Insurance Company:** Fidelity & Deposit Company of Maryland

**Policy Effective Date:** 02/01/2014

**Policy Expiration Date:** 01/01/1900

**Bond Effective Continuously:** 2

**Dram Cancel Date:**

**Outdoor Service Effective Date:**

**Outdoor Service Expiration Date:**

**Temp Transfer Effective Date:**

**Temp Transfer Expiration Date:**

# License Application ( LC0030349 )

## ***Applicant***

<b>Name of Applicant:</b>	<u>Carter Lake Improvement Club</u>		
<b>Name of Business (DBA):</b>	<u>Carter Lake Improvement Club</u>		
<b>Address of Premises:</b>	<u>4328 N. 9th St</u>		
<b>City:</b> <u>Carter Lake</u>	<b>County:</b> <u>Pottawattamie</u>	<b>Zip:</b> <u>51510</u>	
<b>Business Phone:</b>	<u>(712) 347-6796</u>		
<b>Mailing Address:</b>	<u>4328 No 9th</u>		
<b>City:</b> <u>Carter Lake</u>	<b>State:</b> <u>IA</u>	<b>Zip:</b> <u>51510</u>	

## ***Contact Person***

<b>Name:</b>	<u>Jack</u>		
<b>Phone:</b>	<u>(712) 847-0192</u>	<b>Email Address:</b>	

**Classification:** Class C Liquor License (LC) (Commercial)

**Term:** 12 months

**Effective Date:** 01/28/2013

**Expiration Date:** 01/27/2014

**Privileges:**

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

## ***Status of Business***

<b>BusinessType:</b>	<u>Privately Held Corporation</u>		
<b>Corporate ID Number:</b>	<u>75535</u>	<b>Federal Employer ID #</b>	

## ***Ownership***

**David Navarrette**

First Name: David

Last Name: Navarrette

City: Carter Lake

State: Iowa

Zip: 51510

Position Vice President

% of Ownership 0.00 %

U.S. Citizen

**Jack Thomas**

First Name: Jack

Last Name: Thomas

City: Carter Lake

State: Iowa

Zip: 51510

Position Director

% of Ownership 0.00 %

U.S. Citizen

**Michelle Clark**

First Name: Michelle

Last Name: Clark

City: Carter Lake

State: Iowa

Zip: 51510

Position Secretary

% of Ownership 0.00 %

U.S. Citizen

***Insurance Company Information***

Insurance Company: Illinois Casualty Co

Policy Effective Date: 01/28/2013

Policy Expiration Date: 01/27/2014

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

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

**Name:** Bill Dahlheimer  
**Address:** 78 Carter Lake Club  
Carter Lake IA.  
51510  
**Phone:** N.A.

Mail request to:  
City Clerk  
950 Locust Street  
Carter Lake, IA 51510  
  
Or Fax to: 712-347-5454  
  
Or Email to:  
[Doreen.Mowery@carterlake-ia.gov](mailto:Doreen.Mowery@carterlake-ia.gov)

**Meeting Date Requested:** JANUARY 20.

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

STORM WATER Assessment Fee  
\* Credits for :  
\* Rain garden installation - residential  
\* Porous Porous Paving - residential  
\* Rainbarrell installation - residential  
\* Attendance at City sponsored -workshops  
regarding the above.

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

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

**Signature:** W.A. Dahlheimer **Date:** 1-13-14

**For Office Use Only:**

**Date received in Clerk's office:** \* 1-13-14 11:00 AM. - Thank You! 

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



# CARTER LAKE VOLUNTEER FIRE AND RESCUE

## APPLICATION FOR MEMBERSHIP

DATE 01/07/14 POSITION OF INTEREST - FIREFIGHTER  RESCUE  DIVE  CADET   
NAME DEXTER A. JOHNSON DATE OF BIRTH 07/26/1995  
FULL ADDRESS 1209 LINWOOD DRIVE CARTER LAKE IOWA 51510  
PHONE NUMBER 402-212-4103 E-Mail \_\_\_\_\_ SSN 478-25-1574  
MARITAL STATUS  SPOUSE'S NAME \_\_\_\_\_ CHILDREN   
We prefer that your spouse be present during your interview. Is this possible? \_\_\_\_\_  
OCCUPATION \_\_\_\_\_ PLACE \_\_\_\_\_ # OF YEARS \_\_\_\_\_  
DRIVERS LICENSE # 094CC0417 STATE IOWA RESTRICTIONS NONE  
ANY PRIOR FIRE/EMS EXPERIENCE YES  
HISTORY OF DRIVING RECORD GOOD  
LIST ALL MEDICAL/MENTAL HISTORY, PROCEDURES, SURGERYS NONE  
TAKING ANY MEDICATIONS NONE  
ANY ALLERGIES AIRBORNE  
LIST ANY/ALL CRIMINAL HISTORY NONE

LIST THREE PERSONAL REFERENCES, OTHER THAN FAMILY:

NAME	ADDRESS	PHONE
<u>JASON SMYSEN</u>	<u>_____</u>	<u>_____</u>
<u>ERIC BENTZINGER</u>	<u>_____</u>	<u>_____</u>
<u>PHIL NEWTON</u>	<u>_____</u>	<u>_____</u>

The facts set forth above are true and correct to the best of my knowledge. I understand that false statements or omissions are sufficient cause for denial or dismissal from the department at any later date. I authorize the above named agency to conduct any routine personal history / background check through Law Enforcement Agencies or any other outside entities regarding the history and information given above, and to contact any or all of the references I have listed.

SIGNATURE OF APPLICANT

Dexter A. Johnson

DATE 01/07/14

Application received by \_\_\_\_\_

Investigation Committee \_\_\_\_\_ Body \_\_\_\_\_ Police Dept. \_\_\_\_\_ City Hall \_\_\_\_\_



# CARTER LAKE VOLUNTEER FIRE AND RESCUE

## APPLICATION FOR MEMBERSHIP

DATE 1-7-14 POSITION OF INTEREST - FIREFIGHTER  RESCUE  DIVE  CADET

NAME Jason Smyser DATE OF BIRTH 5/8/71

FULL ADDRESS 1118 Mayper Drive Carter Lake IA

PHONE NUMBER 712 355 3225 E-Mail  SSN 506280 4836

MARITAL STATUS married SPOUSE'S NAME Michelle CHILDREN   
We prefer that your spouse be present during your interview. Is this possible?

OCCUPATION manager PLACE stern oil # OF YEARS 5 1/2

DRIVERS LICENSE # 513XX9564 STATE IA RESTRICTIONS None

ANY PRIOR FIRE/EMS EXPERIENCE yes Fire Fighter Haz-Mat Ops, Scuba,  
24 years firefighting and training

HISTORY OF DRIVING RECORD clean

LIST ALL MEDICAL/MENTAL HISTORY, PROCEDURES, SURGERYS N/A NO

TAKING ANY MEDICATIONS N/A NO

ANY ALLERGIES NO

LIST ANY/ALL CRIMINAL HISTORY N/A

LIST THREE PERSONAL REFERENCES, OTHER THAN FAMILY:

NAME ADDRESS PHONE

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

The facts set forth above are true and correct to the best of my knowledge. I understand that false statements or omissions are sufficient cause for denial or dismissal from the department at any later date. I authorize the above named agency to conduct any routine personal history / background check through Law Enforcement Agencies or any other outside entities regarding the history and information given above, and to contact any or all of the references I have listed.

SIGNATURE OF APPLICANT Jason Smyser DATE 1/7/14

Application received by \_\_\_\_\_

Investigation Committee \_\_\_\_\_ Body \_\_\_\_\_ Police Dept. \_\_\_\_\_ City Hall \_\_\_\_\_



# CARTER LAKE VOLUNTEER FIRE AND RESCUE

## APPLICATION FOR MEMBERSHIP

DATE 11/3/14 POSITION OF INTEREST - FIREFIGHTER  RESCUE  DIVE   
 NAME Joshua Tiedgen DATE OF BIRTH 10/21/1989  
 FULL ADDRESS 3510 N 9th St Lot #31 Carter Lake IA 51510  
 PHONE NUMBER 402-750-6881 E-Mail tails.wingman@gmail.com SSN ~~508-25-1956~~  
 MARITAL STATUS single SPOUSE'S NAME \_\_\_\_\_ CHILDREN 1 Mason Tiedgen  
 We prefer that your spouse be present during your interview. Is this possible? \_\_\_\_\_  
 OCCUPATION Mechanic PLACE OMNI Engineering # OF YEARS 2  
 DRIVERS LICENSE # 724AJ9517 STATE IA RESTRICTIONS none  
 ANY PRIOR FIRE/EMS EXPERIENCE none

HISTORY OF DRIVING RECORD —

LIST ALL MEDICAL/MENTAL HISTORY, PROCEDURES, SURGERYS Broke arm 3 years ago

TAKING ANY MEDICATIONS none  
ANY ALLERGIES none

LIST ANY CRIMINAL HISTORY Trespassing when I was 19

LIST THREE PERSONAL REFERENCES, OTHER THAN FAMILY:

NAME	ADDRESS	PHONE
<u>Steve Viers</u>	<u>810 Michael Drive Papillion NE</u>	<u>402-350-5430</u>
<u>Rolf Johansen</u>	<u>3510 N 9th St Lot #31 Carter Lake IA</u>	<u>402-968-8964</u>
<u>John Price</u>	<u>Lincoln NE</u>	<u>402-613-9113</u>

The facts set forth above are true and correct to the best of my knowledge. I understand that false statements or omissions are sufficient cause for denial or dismissal from the department at any later date. I authorize the above named agency to conduct any routine personal history / background check through Law Enforcement Agencies or any other outside entities regarding the history and information given above, and to contact any or all of the references I have listed.

SIGNATURE OF APPLICANT [Signature] DATE 11/3/13

Application received by \_\_\_\_\_  
Investigation Committee \_\_\_\_\_ Body \_\_\_\_\_ Police Dept. \_\_\_\_\_ City Hall \_\_\_\_\_

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

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

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

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

That under the provisions of Section 202, “Home Rule for Cities” and Section 11.18, Code of Iowa, that Schroer and Associates is hereby designated to audit the City records for the City of Carter Lake, Iowa for the fiscal year ending June 30, 2014, by this resolution. The City Clerk of the City of Carter Lake, Iowa is hereby directed to notify the State Auditor of the State of Iowa, of this resolution by mailing a certified copy of this resolution to the State Auditor of the State of Iowa.

Passed and approved this 20th day of January, 2014.

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

ATTEST:

\_\_\_\_\_  
Doreen Mowery – City Clerk

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

WHEREAS, it is necessary to designate a newspaper for publication requirements for the City of Carter Lake, Iowa for the year 2013;

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

That we do hereby designate the Daily Nonpareil of Council Bluffs, Iowa as the main newspaper for publication requirements for the City of Carter Lake, Iowa for the year 2014.

Passed and approved this 20th day of January, 2014.

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

ATTEST:

\_\_\_\_\_  
Doreen Mowery – City Clerk

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

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

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

That we do hereby designate Doreen Mowery, City Clerk/Treasurer, Gerald Waltrip, Mayor, \_\_\_\_\_, Mayor Pro-tem, and Bobbie Cunningham, Clerk's Assistant as authorized persons for signatures on all banking matters.

Passed and approved this 20th day of January, 2014.

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

ATTEST:

\_\_\_\_\_  
Doreen Mowery – City Clerk

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

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

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

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

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

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

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

PASSED AND APPROVED this 20<sup>th</sup> day of January 2014.

---

Gerald Waltrip, Mayor

ATTEST:

---

Doreen Mowery, City Clerk

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

WHEREAS, the City Council for the City of Carter Lake has hired the services of FEH for billing for Carter Lake fire calls; and

WHEREAS, the Code of Ordinances allows for certain fees to be charged for fire services; and

WHEREAS, the fees are to be designated by Council resolution;

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

That we do hereby adopt the attached “FEH Billing Rate Schedule 2014” and set the fees as listed. (see attached – 1 page)

Passed and approved this 20<sup>th</sup> day of Jan. 2014.

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

ATTEST:

\_\_\_\_\_  
Doreen Mowery – City Clerk



**FEH Billing Rate Schedule 2014  
CARTER LAKE FIRE DEPARTMENT**

Below are examples of average charges for services rendered in the area. When determining your billing rate schedule, consider all your expenses including, daily, annual, depreciated and future capital costs. Your department should charge any rate amount appropriate to your department's financial needs.

Response vehicles: Charges will be made to the closest 1/2 hr. Charges include personnel costs.

Your approved per mile charge per vehicle is: \$ \_\_\_\_\_ or the average mileage charge is \$8.00 per mile, per vehicle

	Ave Industry Rates	YOUR Rates
1. Pumper truck	\$500.00/hr	\$ _____
2. Tanker truck	\$350.00/hr	\$ _____
3. Grass Rig	\$150.00/hr	\$ _____
4. Aerial ladder truck	\$750.00/hr	\$ _____
5. Utility truck	\$200.00/hr	\$ _____
6. Heavy Rescue Unit/Water Rescue Unit	\$250.00/hr	\$ _____
7. Hazardous Material Unit	\$250.00/hr	\$ _____
8. Command Vehicle	\$100.00/hr	\$ _____
9. Ambulance – Standby	\$100.00/hr	\$ _____
10. Quick Attack Truck	\$250.00/hr	\$ _____
11. Watercraft	\$250.00/hr	\$ _____

Equipment Charges:

1. Jaws of Life	\$250.00	\$ _____
2. Power Saw	\$75.00	\$ _____
3. Hydraulic jack/chisels	\$75.00	\$ _____
4. Cribbing Blocks	\$10.00	\$ _____
5. Winches	\$10.00	\$ _____
6. Air Bags	\$50.00	\$ _____
7. High Lift Jack	\$20.00	\$ _____
8. Brooms	\$10.00	\$ _____
9. Hand Tools/ shovels	\$10.00	\$ _____
10. Ventilation Fan	\$50.00	\$ _____
11. Bunker Gear	\$2100.00	\$ _____

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Damaged Equipment: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Supplies:

1. Class A Foam	\$95.00 per 5 gallon	\$ _____
2. Class AFFF Foam	\$165.00 per 5 gallon	\$ _____
3. Absorbent Pads	\$5.00 each	\$ _____
4. Absorbent material	\$15.00 per bag	\$ _____
5. Salvage Covers	\$60.00 each	\$ _____
6. Floor Dry	\$10.00 per bag	\$ _____
7. Safety Flairs	\$10.00 each	\$ _____

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The above rates are hereby approved by the \*\*\* and may be used by FEH for invoicing for services provided. Please sign and provide your effective date below.

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

**WHEREAS, the City of Carter Lake desires to use the services of Lamp Rynearson & Associates to assist with engineering street improvements and other infrastructure needs relating to the PVS expansion project; and**

**WHEREAS, the Iowa Department of Transportation approved partial funding for the PVS expansion project thru the Revitalize Iowa's Sound Economy Program (RISE); and**

**WHEREAS, the Lamp Rynearson & Associates has provided a proposed contract for services on the PVS expansion project as it relates to street and infrastructure improvements;**

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

**That we do hereby approve the proposed contract for services with Lamp Rynearson & Associates and designate Doreen Mowery, City Clerk and/or Gerald Waltrip, Mayor as the Authorized Representatives for the City of Carter Lake to execute said agreements with the Lamp Rynearson & Associates.**

**Passed and approved this 20th day of Jan. 2014.**

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

**ATTEST:**

\_\_\_\_\_  
**Doreen Mowery, City Clerk**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

Copyright © 2008 National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

## TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER .....	1
1.01 Scope .....	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General.....	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement .....	2
3.02 Time for Completion .....	2
ARTICLE 4 – INVOICES AND PAYMENTS .....	2
4.01 Invoices .....	2
4.02 Payments .....	2
ARTICLE 5 – OPINIONS OF COST .....	3
5.01 Opinions of Probable Construction Cost .....	3
5.02 Designing to Construction Cost Limit .....	3
5.03 Opinions of Total Project Costs .....	3
ARTICLE 6 – GENERAL CONSIDERATIONS .....	3
6.01 Standards of Performance.....	3
6.02 Design Without Construction Phase Services .....	5
6.03 Use of Documents .....	5
6.04 Insurance .....	6
6.05 Suspension and Termination .....	6
6.06 Controlling Law.....	8
6.07 Successors, Assigns, and Beneficiaries.....	8
6.08 Dispute Resolution.....	8
6.09 Environmental Condition of Site.....	8
6.10 Indemnification and Mutual Waiver .....	9
6.11 Miscellaneous Provisions .....	10
ARTICLE 7 – DEFINITIONS.....	10
7.01 Defined Terms .....	10
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS.....	13
8.01 Exhibits Included .....	13
8.02 Total Agreement .....	14
8.03 Designated Representatives.....	14
8.04 Engineer's Certifications.....	14





**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 14 , 2014 ("Effective Date") between  
City of Carter Lake, Iowa ("Owner") and  
Lamp, Rynearson and Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
5<sup>th</sup> Street, 9<sup>th</sup> Street and Avenue J improvements ("Project").

Engineer's services under this Agreement are generally identified as follows:  
Engineering design and construction administration.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

### 3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable ~~within 30 days of~~ upon receipt.

### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses ~~within 30~~ 60 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) computed from said the thirtieth day after the date of Engineer's invoice; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. Compliance with Laws and Regulations, and Policies and Procedures:
1. Engineer and Owner shall comply with applicable Laws and regulations.
  2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition), with revisions by the Engineer, unless both parties mutually agree to use other general conditions by specific reference in Exhibit J. Copies of the Engineer revised document are available for review.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

## 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or

modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project, as per the requirements of paragraphs 5.04, 5.05 and 5.06 of the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition, and the Supplementary Conditions prepared by the Engineer. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal ~~that renewal~~ will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 *Suspension and Termination*

- A. Suspension:
  - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
      - 3) Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience,
    - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of

personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused

in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- E. **Mutual Waiver:** To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. **Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. **Waiver:** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. **Accrual of Claims:** To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
  1. **Additional Services** – The services to be performed for or furnished to Owner by Engineer in accordance with ~~Part 2 of~~ Exhibit A of this Agreement.
  2. **Agreement** – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  3. **Asbestos** – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  4. **Basic Services** – The services to be performed for or furnished to Owner by Engineer in accordance with ~~Part 1 of~~ Exhibit A of this Agreement.

5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved/Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. NOT INCLUDED
- F. Exhibit F, Construction Cost Limit. NOT INCLUDED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. NOT INCLUDED
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative (Paragraph 8.03.A):  
\_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Engineer:  
Lamp, Rynearson & Associates, Inc.

By: Loren Steenson

Title: Senior Vice President

Date Signed: Jan 14, 2014

Engineer License or  
Firm's Certificate No. CA0130E  
State of: Nebraska

Address for giving notices:  
Lamp, Rynearson & Associates, Inc.  
14710 West Dodge Road, Ste. 100  
Omaha, NE 68154-2027

Designated Representative (Paragraph 8.03.A):  
Terry Atkins

Title: Vice President

Phone Number: 402-496-2498

Facsimile Number: 402-496-2730

E-Mail Address: Terry.Atkins@LRA-Inc.com



**EXHIBIT A**  
**Engineer's Services**

---

**A. Project Description**

This project includes street improvements on 5<sup>th</sup> and 9<sup>th</sup> Street located between Avenue H and Avenue J and Avenue J located between 5<sup>th</sup> and 9<sup>th</sup> Street.

The project scope of services consists of the following design items:

- The design of new 32 foot - 2 lane concrete curbed section on 5<sup>th</sup> street, 9<sup>th</sup> street, and Avenue J.
- The design of sidewalks on 5<sup>th</sup> street, 9<sup>th</sup> street, and Avenue J.
- The design for new inlets and the associated storm sewer as needed to drain 5<sup>th</sup> Street, 9<sup>th</sup> Street, and Avenue J.
- The design for the connection and/or realignment of driveways along 5<sup>th</sup> Street, 9<sup>th</sup> Street, and Avenue J.
- The establishment of Construction Phasing Plans which will minimize the impacts of the construction activities on vehicular traffic.
- Coordination with utilities that are affected by the construction. Plans will be sent to the utility companies for their comments and a utility coordination meeting will be held as part of final design.
- The required professional services will include survey, street design, sidewalks, curb ramps, project management, construction administration, and public involvement.
- The required work will be completed in accordance with the requirements of the RISE grant effective December 10, 2013.

Lamp, Ryneason & Associates shall serve as the agent for the City of Carter Lake representing the City in all matters related to preliminary, final design, and construction administration services for this project.

**B. Applicable Publications:**

Work shall be completed in accordance with the most current versions of the following materials:

1. Iowa DOT Roadway Design Manual
2. A Policy on Geometric Design of Highways and Streets, 2011 (AASHTO)
3. SUDAS
4. Manual on Uniform Traffic Control Devices, 2009 (MUTCD)
5. Designing Sidewalks and Trails for Access Part II of III: Best Practices Design Guide

**C. Client Shall Provide:**

1. Existing As-Built plans
2. Right-of-way Information and Acquisitions Required for the Project
3. Street Lighting Design

**D. Consultant Shall Provide:**

**1. Topographic Survey**

- a. City information
  - Obtain information from the City on their facilities that will be affected by the project and other project details:
    - Utilities
    - Permits required
    - Road closures
    - Schedule
    - Construction phasing

b. Survey

- Establish control points
- Complete a detailed topographic survey of the project areas
- Draft all surveys and prepare as a background for the development of the design documents
- Prepare ROW acquisition maps and legal descriptions

**2. Preliminary Design**

a. Site Meeting

- Meet to review planned improvements
- Discuss proposed street improvements
- Discuss impacts to utilities in the area
- Discuss driveway connections
- Discuss drainage issues
- Discuss limits of removal

b. Concrete Curbed Street Layout and Design

- Prepare a typical section for the curbed street and sidewalks including surface thickness, cross-slope and sub-grade preparation
- Prepare layout of the curbed streets
  - Length and width
  - Additional roadway improvements necessary
  - Driveway connection implications
  - Right-of-way impacts
  - Drainage concerns

c. Utility Coordination/Verification

- Prepare plans and send to all the utilities with a letter asking for their facilities in the area
- Mark up plans based on information received from utility companies
- Send plans back to utility companies for review and comment

d. Geometrics

- Prepare geometrics for all improvements including curb ramps, sidewalks, drainage improvements, curb lines and driveways

e. Cross Sections

- Run cross-sections at 25 feet intervals for the planned improvements
- Plot and review cross sections and compare with plans
- Revise cross-sections as needed to fit existing terrain
- Review the sections for potential drainage issues
- Review the sections for potential utility conflicts
- Show limits-of-construction and right-of-way on the cross-sections

f. Drainage

- Investigate potential solutions to the impacts
- Determine preferred solutions to each situation
- Prepare layouts of the preferred solutions
- Complete a drainage study of the affected areas to size culverts, inlets and culvert extensions
- Determine pipe lengths, inlet depths, etc.

g. Limits of Construction

- Based on the design, the cross-sections and the drainage structures, prepare the limits-of-construction for the project

h. Construction Phasing Plan

- Prepare construction phasing and signage plans to safely route vehicular traffic through construction areas

- i. Signage and Pavement Marking Plan
  - Prepare signage and pavement marking plans including truck traffic way signage.
- j. Prepare 2L sheets
  - Removals
  - Construction
- k. Estimates
  - Prepare quantity and cost estimates for all construction items.
  - Submit Summary of Quantities sheets at each submittal.
- l. Attend Design Review Meeting

### 3. Plan-In-Hand

- a. Attend the PIH meeting
- b. Prepare the PIH report and distribute for review
- c. Make revisions as needed

### 4. Final Design

- a. Revise Plans
  - Address comments received during the P-I-H review
    - Plan and profile sheets
    - Title sheet
    - 2L sheets
    - Typical sections
    - Earthwork cross-sections
    - Curb and gutter layout
    - Sidewalk layouts
    - Geometrics
    - LOC's
    - Horizontal alignment
    - Vertical alignment
    - Drainage structures
    - Erosion control plans
    - Seeding plans and details
    - Construction Phasing plan
    - Signage Plan
- b. NPDES Permit
  - Prepare SWPPP with erosion control plans
  - Prepare NPDES permit and file with appropriate agencies
- c. Prepare the survey control sheet
- d. Show property lines
- e. Show designated work areas and staging areas for the contractor
- f. Special Provisions
  - Prepare special provisions to supplement the City of Carter Lake standard specifications including:
    - Erosion control measures
    - Special progress and prosecution
    - Seeding
    - Construction phasing
    - Erosion control matting
    - Removal of existing materials

- g. Submit final plans to the City for review
  - Plot and print all plan sets and provide electronically
  - Print spec books and provide electronically
  - Summarize quantities and cost estimates
- h. Attend a Final Design Review Meeting
  - Meeting attendance
  - Prepare meeting minutes

## **5. Final Plan Quantities and Special Provisions**

- a. Prepare a Pay Item Summary Sheet for each pay item
- b. Prepare final Special Provisions
- c. Submit final plans and Special Provisions to City of Carter Lake
- d. Prepare and submit updated Status of Utilities

## **6. Public Involvement**

- a. Public Meeting (at Preliminary Design Completion)
- b. Preparation of Preliminary set of plans
- c. Preparation of Aerial Exhibits

## **7. Project Management**

- a. Meeting attendance
  - Pre-design meeting
  - Coordination with the City of Carter Lake
  - Progress meetings (4)
  - Plan-in-Hand meeting (1)
  - Public meeting (2)
  - City meetings (2)
- b. Coordinate with Sub-Consultants
- c. Schemmer
- d. General Contract Administration/Scheduling
- e. Monthly billings

## **E. Deliverables:**

- Monthly invoices and Progress Reports
- Meeting minutes
- Hardcopies and electronic files of all materials
- 90% plans, quantities, estimate, and Special Provisions (if applicable)
- Final Plan package including: Plans (1 full size set and 2 half size sets, 11" X 17", and PDF), Special Provisions (hardcopy and Word format),

## **F. Bidding:**

- Bidding will be completed by the City of Carter Lake

## **G. Construction Phase Services**

### **1. Preconstruction Conference**

- Prepare meeting agenda
- Meet with contractor, City and others to discuss the construction
- Prepare minutes of the meeting
- Review schedule, materials, process etc.

**2. Shop Drawing Review**

- Review, stamp, sign and comment on shop drawings
- Drawings may include:
  - Concrete mix
  - Erosion matting
  - Storm sewer Pipe

**3. Change Orders**

- Discuss changes and determine if a C.O. is required
- Prepare change orders and any plan or spec. revisions
- Route to contractor, owner etc. for review and signature

**4. Weekly Progress Meetings**

- Prepare meeting agenda
- Attend and run weekly progress meetings
- Prepare minutes of the meeting
- Prepare Weekly Working Day Report

**5. Construction Staking**

- Stake all construction items
  - Grading
  - Storm Sewer
  - Paving

**6. Limits of Removal**

- Construction Observation
- Stake Limits of Removal

**7. Storm Sewer Construction**

- Coordinate staking
- Construction Observation of construction

**8. Backfill and Fine Grading**

- Coordinate staking
- Observation of construction and measure quantities

**9. Pavement and Sidewalk**

- Coordinate staking
- Observation of construction and measure quantities

**10. Seeding and Matting**

- Construction Observation

**11. NPDES Permit Compliance**

- Provide inspections of erosion control measures for compliance with contract documents & permit provisions
- Submit reports as required

**12. Construction Materials Testing**

- Provide subgrade and pavement testing (Consultant will subcontract with Schemmer for materials testing services)

**13. Punch List**

- Meet in the field with the contractor, his subs and the City
- Prepare a punch list of the items to be completed
- Following the contractors completion of the punch list, review the work to verify

**14. Project Finalization**

- Work with the contractor to prepare a final pay estimate
- Send the pay estimate to the contractor for his concurrence and signature
- Route the pay estimate to the City, as needed

**15. Progress Estimates**

- Measure all in-place quantities
- Work with the contractor to prepare the pay estimates
- Send the pay estimate to the contractor for his concurrence and signature
- Route the pay estimate to the City, as needed

**16. Construction Administration**

- Day-to-day activities related to this project

**17. Construction Record Drawings**

- Obtain marked-up plans from the contractor and his subs
- Order "as-built" survey of paving, Inlets, sewers and other items
- Prepare record drawings based on field notes, mark-ups and "as-built" surveys
- Review, correct and sign CRD's
- Provide a set of signed CRD's to City and an electronic copy of the plans

## **ESTIMATED SCHEDULE**

Final Design Completion:	March	2014
Iowa DOT Review	April	2014
Bidding or Negotiation Phase:	April – May	2014
Construction Phase:	May – August	2014



This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 14, 2014.

## **Owner's Responsibilities**

---

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: None.



**EXHIBIT C**  
**Payments to Engineer for Services and Reimbursable Expenses**

---

C1.01 *Compensation for Basic Services (including Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, including for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$175,000 based on the following estimated distribution of compensation, **Note: Construction Materials Testing will be billed on an hourly basis at an estimated amount listed below above the \$175,00 lump sum amount:**

a. Paving - Design	\$85,000.00
b. Paving – C.A.	\$90,000.00
c. Construction Material Testing – Estimated Hourly	\$6,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

5. The estimate hourly services will be billed at the hourly rates and reimbursables shown on the attached rate tables.

B. Period of Service: The compensation amount stipulated in this Exhibit C is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C1.02 *Compensation for Additional Services*

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. General: For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A, except for services as a consultant or witness under Exhibit A, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C1.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Paragraph C1.03.

2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
  4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1) to reflect equitable changes in the compensation payable to Engineer.
- C. Compensation For Standard Hourly Rate Payments:
1. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project at the rates set forth in Paragraph C1.04.
- D. Other Provisions Concerning Payment For Additional Services:
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
  2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
  3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

C1.03 Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Schedule #2

4/1/13 – 03/31/14

**LAMP, RYNEARSON & ASSOCIATES, INC.  
MISCELLANEOUS CHARGES**

A. SUBSISTENCE:

Subsistence for employees away from headquarters shall be chargeable in accordance with the per diem schedule of the U.S. General Services Administration available at [www.gsa.gov](http://www.gsa.gov).

B. TRANSPORTATION:

Automobile transportation shall be charged for at the maximum IRS employee reimbursable rate per mile plus 15% for travel in connection with work on the project. Costs to Lamp, Ryneerson & Associates, Inc., for commercial travel shall be chargeable at the actual cost incurred by Lamp, Ryneerson & Associates, Inc.

C. MATERIALS:

All materials other than normal office supplies which are used by Lamp, Ryneerson & Associates, Inc., in connection with the rendering of services shall be chargeable at actual cost plus 15 percent to cover general overhead and administration.

D. REPRODUCTIONS AND PLOTS:

All reproduction and plotting work performed by Lamp, Ryneerson & Associates, Inc., shall be charged at the locally accepted commercial rate for such work. All outside photographic and direct-process reproduction costs advanced by Lamp, Ryneerson & Associates, Inc., in connection with the rendering of services shall be charged at actual cost plus 15 percent to cover general overhead and administration.

E. SPECIAL EQUIPMENT:

The following items of special equipment, when used by Lamp, Ryneerson & Associates, Inc., shall be charged for at the following rates:

Electronic Total Station	\$15 - \$25	/Hour	
Robotic Total Station w/RCS	\$30	/Hour	
GPS Rover	\$22 - \$33	/Hour	
GPS Base & Rover	\$25 - \$62	/Hour	
4X4 ATV Polaris Ranger	\$20	/Hour	
Plots (Color)	\$2.50/SF (bond)		\$6.00/SF (photo paper)
Plots (B&W)	\$0.15 - \$0.40/SF (bond)		\$1.10-\$2.00/SF (mylar)

All of the above rates are exclusive of operator.

Specialty material exclusive of above Plotter Rates.

F. FILING FEES AND OTHER COSTS ADVANCED:

All filing or permit fees and other similar outside costs which are advanced or paid by Lamp, Ryneerson & Associates, Inc., shall be chargeable at actual cost plus 15 percent to cover general overhead and administration.

Periodically, this schedule may be revised and updated by Lamp, Ryneerson & Associates, Inc., who reserves the right to substitute the new miscellaneous charges schedule upon 30 days' notice.

C1.04 Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hour Rates will be adjusted annually (as of April 1) to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified in Exhibit C.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

**LAMP, RYNEARSON & ASSOCIATES, INC.**  
**HOURLY RATE SCHEDULE**  
**APRIL 1, 2013 - March 31, 2014**

<b>PRINCIPALS</b>	<b>HOURLY RATE</b>
Principal I	\$199.00
Principal II	\$213.00
Principal III	\$228.00
Principal IV	\$243.00
Principal V	\$263.00
<b>GROUP LEADERS</b>	<b>HOURLY RATE</b>
Group Leader I	\$137.00
Group Leader II	\$152.00
Group Leader III	\$167.00
Senior Group Leader I	\$188.00
Senior Group Leader II	\$197.00
Senior Group Leader III	\$213.00
<b>PROJECT MANAGERS</b>	<b>HOURLY RATE</b>
Project Mgr I	\$117.00
Project Mgr II	\$123.00
Project Mgr III	\$133.00
Sr Project Mgr I	\$136.00
Sr Project Mgr II	\$143.00
Sr Project Mgr III	\$153.00
Sr Project Mgr IV	\$164.00
Sr Project Mgr V	\$176.00
<b>PROJECT ENGINEERS</b>	<b>HOURLY RATE</b>
Project Eng I	\$80.00
Project Eng II	\$86.00
Project Eng III	\$94.00
Project Eng IV	\$102.00
Project Eng V	\$111.00

Sr Project Eng I	\$104.00
Sr Project Eng II	\$113.00
Sr Project Eng III	\$126.00
Sr Project Eng IV	\$141.00
<b>ENGINEERING INTERNS</b>	<b>HOURLY RATE</b>
Engineering Intern I	\$52.00
Engineering Intern II	\$61.00
<b>LAND PLANNERS</b>	<b>HOURLY RATE</b>
Land Planner I	\$68.00
Land Planner II	\$76.00
Land Planner III	\$84.00
Land Planner IV	\$92.00
Sr Landscape Architect I	\$97.00
Sr Landscape Architect II	\$110.00
Sr Landscape Architect III	\$123.00
Sr Landscape Architect IV	\$139.00
Sr Landscape Architect V	\$155.00
<b>GIS</b>	<b>HOURLY RATE</b>
GIS Intern I	\$44.00
GIS Intern II	\$52.00
GIS Technician	\$60.00
GIS Specialist I	\$68.00
GIS Specialist II	\$79.00
Sr GIS Specialist I	\$83.00
Sr GIS Specialist II	\$91.00
Sr GIS Specialist III	\$98.00
GIS Manager	\$138.00
<b>3D SERVICES</b>	<b>HOURLY RATE</b>
3D Application Specialist IV	\$86.00
<b>PROJECT DESIGNERS AND ADMINISTRATORS</b>	<b>HOURLY RATE</b>
Project Designer I	\$71.00
Project Designer II	\$82.00
Project Designer III	\$87.00
Project Designer IV	\$95.00
Sr Project Designer I	\$102.00
Sr Project Designer II	\$113.00
Sr Project Designer III	\$127.00
Project Administrator I	\$64.00
Project Administrator II	\$73.00
Project Administrator III	\$80.00
Project Administrator IV	\$89.00
<b>ENGINEERING/CAD TECHNICIANS</b>	<b>HOURLY RATE</b>
Engineering Tech I	\$67.00
Engineering Tech II	\$70.00
Engineering Tech III	\$76.00

Engineering Tech IV	\$83.00
Sr Engineering Tech I	\$81.00
Sr Engineering Tech II	\$88.00
Sr Engineering Tech III	\$92.00
Sr Engineering Tech IV	\$94.00
CAD Manager	\$110.00
<b>CONSTRUCTION ENGINEERS</b>	<b>HOURLY RATE</b>
Construction Eng I	\$71.00
Construction Eng II	\$79.00
Construction Eng III	\$86.00
Construction Eng IV	\$94.00
Construction Eng V	\$101.00
Sr Construction Eng I	\$113.00
Sr Construction Eng II	\$124.00
Sr Construction Eng III	\$134.00
Sr Construction Eng IV	\$145.00
Sr Construction Eng V	\$155.00
<b>CONSTRUCTION OBSERVERS</b>	<b>HOURLY RATE</b>
Observer I	\$49.00
Observer II	\$58.00
Observer III	\$71.00
Observer IV	\$77.00
Observer V	\$87.00
<b>CONSTRUCTION COORDINATORS</b>	<b>HOURLY RATE</b>
Const Coord I	\$85.00
Const Coord II	\$93.00
Const Coord III	\$102.00
<b>LAND SURVEYORS</b>	<b>HOURLY RATE</b>
Land Surveyor I	\$87.00
Land Surveyor II	\$97.00
Land Surveyor III	\$109.00
Sr Land Surveyor I	\$123.00
Sr Land Surveyor II	\$139.00
Surv Proj Manager I	\$80.00
Surv Proj Manager II	\$99.00
Surv Proj Manager III	\$116.00
Sr Survey Project Manager I	\$126.00
Sr Survey Project Manager II	\$146.00
Sr Survey Project Manager III	\$154.00
<b>SURVEY OFFICE/CAD TECHNICIANS</b>	<b>HOURLY RATE</b>
Survey Technician I	\$68.00
Survey Technician II	\$73.00
Sr Survey Tech I	\$76.00
Sr Survey Tech II	\$83.00
<b>PARTY CHIEFS</b>	<b>HOURLY RATE</b>

Party Chief I	\$67.00
Party Chief II	\$76.00
Party Chief III	\$83.00
<b>SURVEY FIELD CREW</b>	<b>HOURLY RATE</b>
Field Tech Apprentice	\$45.00
Field Tech I	\$52.00
Field Tech II	\$59.00
Field Tech III	\$66.00
<b>OFFICE</b>	<b>HOURLY RATE</b>
Acct Assistant I	\$51.00
Acct Assistant II	\$60.00
Acct Assistant III	\$69.00
Administrative Intern	\$35.00
Administrative Asst I	\$51.00
Administrative Asst II	\$59.00
Administrative Asst Sr I	\$64.00
Administrative Asst Sr II	\$69.00
Administrative Coord	\$74.00
Client Development	\$82.00
Client Development Manager I	\$97.00
Client Development Manager II	\$106.00
Client Development Manager III	\$122.00
Client Development Director	\$156.00
Controller	\$139.00
Graphic Designer I	\$71.00
HR Assistant I	\$48.00
HR Assistant II	\$56.00
HR Manager	\$108.00
IT Applications Manager	\$109.00
IT Department Manager	\$150.00
IT Intern I	\$44.00
IT Tech I	\$53.00
IT Tech II	\$64.00
Marketing Asst I	\$44.00
Marketing Asst II	\$53.00
Marketing Coord I	\$62.00
Marketing Coord II	\$71.00
Offices Services Manager	\$99.00

These charges include full compensation for payroll costs, general overhead, administration and anticipated profit on labor. Charges for items other than labor which are applicable to the project are listed on Schedule #2.

Personnel usually perform duties related to their classification; however, in the interest of efficiency, personnel with diversified experience may perform several types of work; in all cases, charges will be made according to payroll classification and not according to the type of work performed.



This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 14, 2014.

**Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

---

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

*D1.01 Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  - 4. *Liaison:*
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
  6. Shop Drawings and Samples:
    - a. Record date of receipt of Samples and ~~approved~~ reviewed Shop Drawings.
    - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
    - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been ~~approved~~ reviewed by Engineer.
  7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
  8. Review of Work and Rejection of Defective Work:
    - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
    - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
  9. Inspections, Tests, and System Start-ups:
    - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
    - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
    - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
    - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
  10. Records:
    - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives,

addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Statement of Completion ~~Notice of Acceptability of the Work (Exhibit E)~~.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 14, 2014.

**Insurance**

---

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Each Accident: \$100,000
  - 2) Disease, Policy Limit: \$500,000
  - 3) Disease, Each Employee: \$100,000
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
  - 1) Each Occurrence: \$1,000,000
  - 2) General Aggregate: \$1,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000
- f. Professional Liability --
  - 1) Each Claim Made \$1,000,000
  - 2) Annual Aggregate \$1,000,000
- g. Other (specify): \$\_\_\_\_\_

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Each Accident \$100,000

2) Disease, Policy Limit	<u>\$500,000</u>
3) Disease, Each Employee	<u>\$100,000</u>
c. General Liability --	
1) General Aggregate:	<u>\$2,000,000</u>
2) Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000</u>
d. Excess Umbrella Liability --	
1) Each Occurrence:	<u>\$1,000,000</u>
2) General Aggregate:	<u>\$1,000,000</u>
e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	
Each Accident:	<u>\$1,000,000</u>
f. Other (specify):	<u>\$_____</u>

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

- a. Lamp, Rynearson & Associates, Inc.  
Engineer
- b. \_\_\_\_\_  
Engineer's Consultant
- c. \_\_\_\_\_  
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 14, 2014.

## **Dispute Resolution**

---

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

### H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by -a mediator approved by both Engineer and Owner and experienced in resolving disputes arising for the performance of engineering services. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.



This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 14, 2014.

## **Limitations of Liability**

---

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to the Amount of \$500,000.* Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of \$500,000.



This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 14, 2014.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: \_\_\_\_\_
- b. Owner: \_\_\_\_\_
- c. Engineer: Lamp, Rynearson & Associates, Inc.
- d. Project: \_\_\_\_\_

2. Description of Modifications:

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

*[List other Attachments, if any]*

3. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ \_\_\_\_\_
- b. Net change for prior amendments: \$ \_\_\_\_\_
- c. This amendment amount: \$ \_\_\_\_\_
- d. Adjusted Agreement amount: \$ \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

\_\_\_\_\_

Lamp, Rynearson & Associates, Inc.  
\_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

WHEREAS, the City of Carter Lake, Iowa, has declared by resolution and designation by ordinance an area of the City of Carter Lake, Iowa, as meeting the criteria for an Urban Revitalization Area, authorized by Chapter 404 of the Code of Iowa; and

WHEREAS, the City Council has approved an Urban Revitalization Plan for the Area; and,

WHEREAS, the property is located within the Carter Lake Urban Revitalization Area, as legally described on the attached application; and,

WHEREAS, the proposed improvements would be in conformance with the approved plan; and,

WHEREAS, Patricia Moothart owners of record, requests prior approval for eligibility for tax exemption for the proposed improvements as indicated on the attached application.

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

THAT, the City Council hereby approve the request for prior approval for eligibility for tax exemption for the proposed improvements as indicated on the attached application; and

BE IT FURTHER RESOLVED:

THAT, such prior approval shall not entitle the owner to exemption from taxation until the owner apply for exemption on improvements in the year the improvements, partial or complete, are first assessed for taxation.

PASSED AND APPROVED THIS 20th DAY OF January 2014..

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

ATTEST:

\_\_\_\_\_  
Doreen Mowery, City Clerk

JAN -9 2014

*[Handwritten signature]*

EXHIBIT 6

APPLICATION FOR EXEMPTION  
CARTER LAKE URBAN REVITALIZATION AREA  
(Remodeling, Renovation & Additions)  
(Residential Property)

402-639-5168  
Phone#

Please type or Print

APPLICANT (Owner of Record) Patricia A. Moothart

ADDRESS 720 Key Circle CITY Carter Lake STATE Ia.

Name of other Owners of Record (if any) \_\_\_\_\_

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

Address: 720 Key Circle, Carter Lake, Iowa  
Legal Description: \_\_\_\_\_

CURRENT PROPERTY VALUE (from assessor's records):  
Land: \$ 38,000.00 Buildings \$ 142,000.00

TYPE OF IMPROVEMENTS (check one): New Home  
 Addition to Existing Structure  
 Renovation/Remodeling of Existing Structure

ESTIMATED COST OF IMPROVEMENTS: \$ \_\_\_\_\_  
Date Started: 8-2013 Date Completed: 12-20-13

TAX EXEMPTION: \_\_\_\_\_

Residential - 100% tax exemption on the value added by the improvements for a period of three (3) years. (Minimum value of improvement must be 15% of the assessed value of the real estate prior to the improvements being made)

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

ATTACHMENT TO EXHIBIT 6

A. BUILDER'S COST BREAKDOWN

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

TOTAL BUILDING COST \$ 142,000.00

PURCHASE PRICE OF LAND \$ 38,000.00

TOTAL (LAND PLUS IMPROVEMENT COST) \$ 180,00.00

Will all work be contracted out?  YES  NO If NO, describe work which will not be contracted.

Are you, Yes the property owner, no your own subcontractor? YES NO

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

Subscribed and sworn to before me this 8th day of Jan, 1996 2014

Jocelyn Mowen  
Notary Public or City Clerk

Patricia A. Noelke  
Owner's Name

ACKNOWLEDGEMENTS:

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

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

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

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

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

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

Signature of Applicant: *[Signature]*

Date Signed: 1-8-2014

\*\*\*\*\*

CITY COUNCIL ACTION:

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

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

Reason for disapproval: \_\_\_\_\_  
\_\_\_\_\_

COUNTY ASSESSOR ACTION:

\_\_\_\_\_ Reviewed and Approved Date: \_\_\_\_\_

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

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

Reason for disapproval: \_\_\_\_\_  
\_\_\_\_\_

Notification sent to applicant of determination.

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

[Find Property](#)   [Res Sales](#)   [Comm/Ind Sales](#)

7544 17 476 006

--- Permanent Property Address ---  
MOOTHART, PATRICIA

----- Mailing Address -----  
MOOTHART, PATRICIA  
1602 AVE Q  
CARTER LAKE, IA 51510

=====  
District: 005

=====  
REAL ESTATE TAX =====  
Click [here](#) for treasurer real estate tax information.

=====  
LEGAL DESCRIPTION =====  
CARTER LAKE CORONADO KEYS PHASE 3 LT 72

=====  
ASSESSED VALUE =====  
land: \$43207    dwelling: \$0    building: \$0    total: \$43207    year/class: 2012/R  
land: \$43207    dwelling: \$0    building: \$0    total: \$43207    year/class: 2013/R

=====  
OWNERS =====  
1 D MOOTHART, PATRICIA    book/page: [2013/3904](#) D

=====  
EXEMPTIONS & CREDITS =====  
ASSESSMENT DATA =====

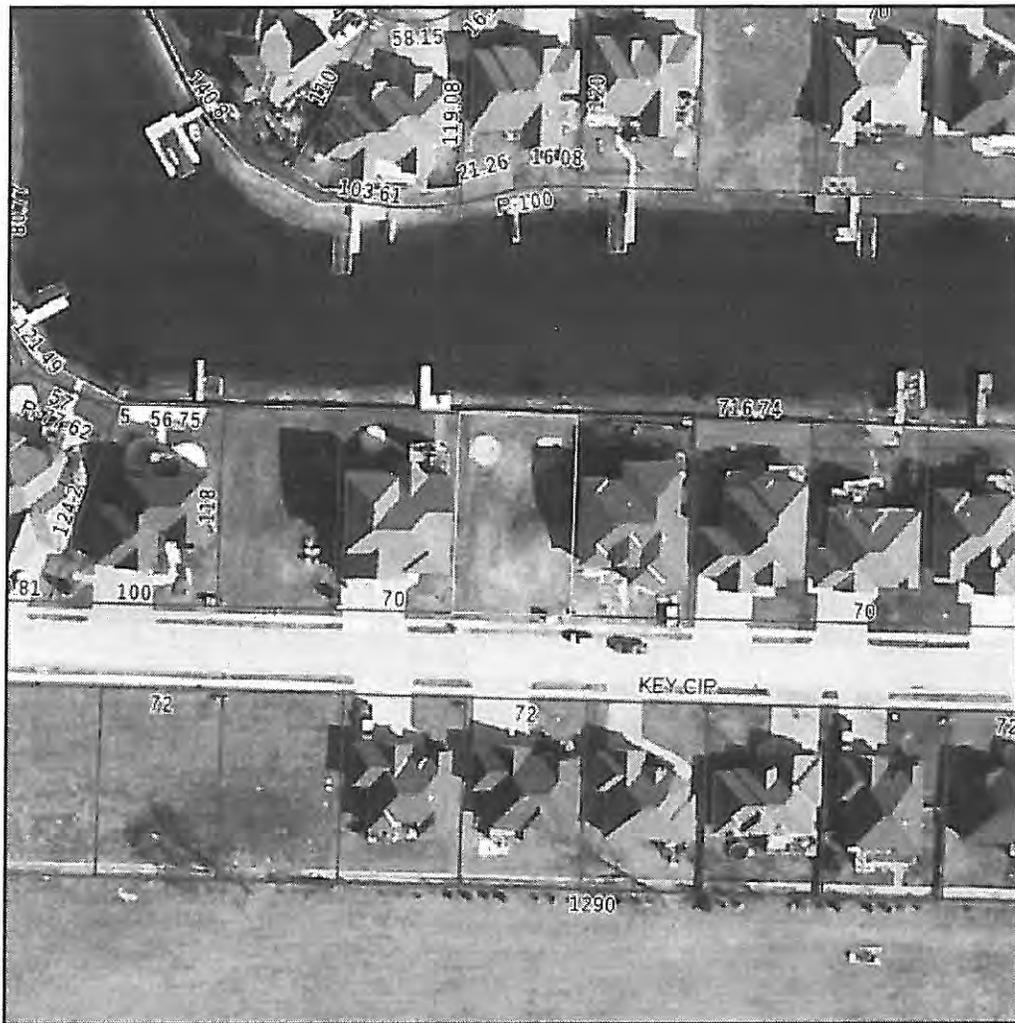
PDF: 6    MAP: CARTER LAKE

Sale Date	Amount	Code	Book/Page
03/06/2013	37000	<a href="#">D34</a>	<a href="#">2013/03904</a>
10/18/2012	35000	<a href="#">D34</a>	<a href="#">2012/16252</a>

Interior Listing: Inspected    Date Listed: 02/24/2005 TB    Date Reviewed: 02/24/2005 TB

LAND.....8260 sqFt    .19 acres  
Lot 1: Frontage    Rear    Side-1    Side-2    Rear-Lot  
                  70            70            118            118

[Zoom Out](#)    [Zoom In](#)



600ft x 600ft

Click any parcel to go to its web page  
See [more maps](#) at the [County GIS Department](#).

As of: On Web

[Find Property](#) [Res Sales](#) [Com DOVs](#)