

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Carter Lake, State of Iowa.  
Date of Meeting: March 16, 2015.  
Time of Meeting: 7:00 o'clock P.M.  
Place of Meeting: Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

\$775,000 General Obligation Capital Loan Notes, Series 2015A.

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Approval of Tax Exemption Certificate.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Capital Loan Notes and levying a tax to pay the Notes.

Such additional matters as are set forth on the additional 4 page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

  
City Clerk, City of Carter Lake, State of Iowa

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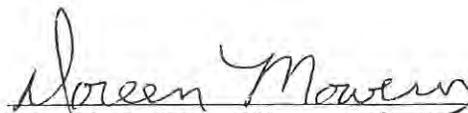
PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

\$3,260,000 General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2015B.

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Approval of Tax Exemption Certificate.
- Approval of Continuing Disclosure Certificate.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Capital Loan Notes and levying a tax to pay the Notes.

Such additional matters as are set forth on the additional 4 page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

  
City Clerk, City of Carter Lake, State of Iowa

AGENDA  
CITY OF CARTER LAKE  
REGULAR CITY COUNCIL MEETING  
CITY HALL – 950 LOCUST ST.  
MONDAY, MARCH 16, 2015 – 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. Communications from the Public
    1. LaQuinta – parking at the Country Inn & Suites.
    2. Dennis & Patty Moore – claim for City to pay for driveway
  - B. Proposed development on Abbott Drive
    1. Approval of property line adjustment
    2. Development agreement for OMA Lodging, LLC
    3. Development agreement for OMA Lodging 2, LLC
  - C. Bond Issues
    1. City of Carter Lake, State of Iowa - \$775,000 General Obligation Capital Loan Notes, Series 2015A
      - a. Resolution Appointing Registrar and Paying Agent
      - b. Resolution authorizing the issuance of the Notes
    2. City of Carter Lake, State of Iowa - \$3,260,000 General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2015B
      - a. Resolution Appointing Registrar and Paying Agent
      - b. Resolution authorizing the issuance of the Notes.
  - D. Communications from the Departments
    1. Fire Department Update
    2. Planning Board Update
    3. Storm Water Committee Update
    4. Mayor Waltrip
      - a. Parks Board appointment
      - b. Library Board appointment
      - c. 17<sup>th</sup> St. – property pins have been located
      - d. Perpetual easement for Gerald Waltrip for utilities on 1912 Lagoon Dr.
    5. City Clerk –
      - a. Request approval to change ICAP Anniversary date
      - b. Utility service contract

- V. Ordinances
  - A. Ordinance adopting the 2012 State Building Codes
  - B. Ordinance designating certain streets as Truck Routes
  - C. Ordinance designating certain corners for stop signs
  
- VI. Resolutions
  - A. Resolution approving the Iowa Waste Systems Association 2015 Solid Waste Comprehensive Plan Update
  - B. Resolution approving liens for unpaid Weed Abatements
  - C. Resolution approving liens for unpaid Utility bills
  - D. Resolution approving writing off uncollectible Utility bills
  - E. Resolution approving change in fees for certain building permits
  
- VII. Comments
  - Mayor
  - City Council
  - Public (3 minutes)
  
- VIII. Adjourn

03-13-15  
dm

CONSENT AGENDA  
REGULAR CITY COUNCIL MEETING  
CITY OF CARTER LAKE  
MONDAY, MARCH 16, 2015 - 7:00 P.M.

- A. City Council Minutes
  - 1. Feb. 9, 2015 – Special City Council Meeting
  - 2. Feb. 12, 2015 – Special City Council Meeting
  - 3. Feb. 16, 2015 – Regular City Council Meeting
  - 4. Mar. 2, 2015- Special City Council Meeting
- B. Library Board Minutes - Feb. 23, 2015
- C. Planning Board Minutes – Mar. 9, 2015
- D. Safety Committee Minutes – Mar. 4, 2015
- E. Building Permits – Jan. & Feb. 2014
- F. Abstract of Claims for Approval
- G. Delinquent Utility Report as of Mar. 11, 2015
- H. Overtime and Comp time reports
  - 1. Feb. 15, 2015
  - 2. Mar. 1, 2015
- I. Department Head Reports
  - 1. Senior Center – February 2015
  - 2. Fire Department – February 2015
  - 3. Police Department/Animal Control – (See web site: <http://clpd.cityofcarterlake.com/>)
  - 4. City Clerk/Administration – February, 2015
  - 5. Library – (See Feb. 2015 minutes above)
  - 6. Resource Center – No report submitted
  - 7. Maintenance – No report submitted
  - 8. Parks Department – January & February 2015
  - 9. Building Inspector – (See Jan. & Feb. 2015 permit report above)
- J. Calendar of events – City Hall/Parks thru April 30, 2015 (as of Mar. 13 – 2:30 PM)

City of Carter Lake  
City Hall – 950 Locust St.  
Budget Meeting  
Proceedings: Monday, February 9, 2015 – 1:00 PM

Mayor Gerald Waltrip and Council Member Ed Aldmeyer met with the department heads to go over the budget requests that were submitted. Various proposed cuts and changes were discussed.

There was not a quorum of the council and no official action was taken at this meeting.

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Doreen Mowery, City Clerk

City of Carter Lake  
City Hall – 950 Locust St.  
Budget Meeting  
Proceedings: Thursday, February 12, 2015 – 2:00 PM

Mayor Gerald Waltrip along with Council Members Ron Cumberledge and Ed Aldmeyer met with the department heads to go over the budget requests that were submitted. Various proposed cuts and changes were discussed.

There was not a quorum of the council and no official action was taken at this meeting.

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Doreen Mowery, City Clerk

City of Carter Lake  
City Hall – 950 Locust St.  
Proceedings: Monday, February 16, 2015  
Regular City Council Meeting – 7:00 PM

The Pledge of Allegiance

Mayor Gerald Waltrip called the meeting to order at 7:00 PM.

- I. Roll Call: Present – Mayor Gerald Waltrip  
Council members Ed Aldmeyer, Dave Huey, Ron Cumberledge, Barb Hawkins and Barb Melonis.  
Also present – City Clerk Doreen Mowery  
Absent – Attorney Joe Thornton
- II. Approval of the Agenda – Moved by Council member Aldmeyer seconded by council member Hawkins to approve the agenda as presented. Ayes: Unanimous.
- III. Consent agenda – Moved by council member Aldmeyer seconded by council member Huey to approve the consent agenda as presented. Ayes: Aldmeyer, Hawkins, Huey, Melonis. Nays: Cumberledge.
- IV. New Business
  - A. Bond Issues
    1. General Obligation Capital Loan Notes, Series 2015A – Fire Truck/Equipment
      - a. Moved by council member Melonis seconded by council member Aldmeyer to approve the final Preliminary Official Statement dated Feb. 6, 2015. Ayes: Unanimous.
      - b. Moved by council member Cumberledge seconded by council member Huey to approve the Proposed Purchase Agreement with D.A. Davidson. Ayes: Unanimous.
      - c. Moved by council member Aldmeyer seconded by council member Melonis to adopt a resolution Directing the Acceptance of a Proposal to Purchase \$775,000 (Dollar Amount Subject to Change) General Obligation Capital Loan Notes, Series 2015A. Ayes: Unanimous.
    2. General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2015B – Advance Refinancing – City Hall Bonds
      - a. Moved by council member Aldmeyer seconded by council member Huey to approve the final Preliminary Official Statement dated Feb. 6, 2015. Ayes: Unanimous.
      - b. Moved by council member Aldmeyer seconded by council member Melonis to accept the Independent Accountant’s Verification Report submitted by D. A. Davidson. Ayes: Unanimous.
      - c. Moved by council member Aldmeyer seconded by council member Cumberledge to adopt a resolution Directing the Acceptance of a Proposal to Purchase \$3,380,000 (Dollar Amount Subject to Change) General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2015B. Ayes: Unanimous.

City of Carter Lake

City Hall – 950 Locust St.

Proceedings: Monday, February 16, 2015

Regular City Council Meeting – 7:00 PM

B. Communications from the Public

1. Dave Deboer was present to answer council questions regarding a proposed amendment to the contract for water supplied by MUD. The retail capital facility charges will no longer be charged by MUD; therefore the City would be able to keep those fees for their own use. MUD has submitted a proposed First Amendment to the agreement that the City of Carter Lake has with them for water service. Moved by council member Aldmeyer seconded by council member Hawkins to approve the amendment as submitted. Ayes: Unanimous.
2. Steve Robinette, from PeopleService, was present and submitted a proposed updated administrative service agreement. The current contract expires July 1, 2015 and there is a 90 day written notice requirement for cancellation by either party (April 1). PeopleService would be willing to look at implementing online billing and a meter change out program, if those are services the council would like to consider. The meter change out would consist of changing out approximately 200 meters per year over a 5 year period. The Attorney has not had an opportunity to review the contract. Moved by council member Aldmeyer to approve. Council member Cumberledge would like to table the proposed agreement until the Attorney has reviewed the contract and we have solicited bids from other companies that provide the same service. The Attorney stated that the council review Exhibit A as a description of services provided and that would be what the other companies should also bid on. Moved by council member Cumberledge to table the proposal until the attorney can review the contract and solicit bids. Council member Melonis seconded the motion. Council member Aldmeyer had a motion on the floor that the clerk did not hear or record. Roll call on the motion to table and solicit. Ayes: Unanimous. Council member Cumberledge stated he would participate in soliciting bids.
3. Roger Wilson reviewed a letter sent to the council regarding the Pot-In-Pot Nursery Project planted on property north of the Library. This project has been a work in process for five years. It has now been completed and will be in a perpetual state of growth. The Mayor commended Mr. Wilson for staying on top of the project.
4. Mary Schomer updated the council on the services that the Library provides. She gave the council members a packet with several testimonials from patrons that they took over a three day period. She also shared some of the “Thank You” notes received from school children for the programming that they held at the school. There will be an open house at the Library on March 2<sup>nd</sup> at 5:30 PM. One of the largest services that they provide at the library is programming. She would like the council to know they are more than just books. Mary thanked maintenance for their new circulation desk.
5. Moved by council member Cumberledge seconded by council member Huey to approve renewal of the Dollar General liquor license. Ayes: Unanimous.
6. Moved by council member Huey seconded by council member Cumberledge to approve renewal of the liquor license for the Carter Lake Lounge. Ayes: Unanimous.

City of Carter Lake

City Hall – 950 Locust St.

Proceedings: Monday, February 16, 2015

Regular City Council Meeting – 7:00 PM

7. Moved by council member Aldmeyer seconded by council member Huey to approve renewal of the liquor license for the Holiday Inn Express & Suites.  
Ayes: Unanimous.
- B. Communications from the Departments
1. The new Fire Department Officers are Chief – Eric Bentzinger, Asst. Chief – Allan Kuiper, Trainer – Misty Kuiper, Fire Captain – James Snelling, Fire Captain – Jim Collins, EMS Captain – Diane Hite, Fire Lt. – Jason Smyser, EMT Lt. – Ashley Dishong, WET Lt. – Akeem Banister. Moved by council member Melonis seconded by council member Aldmeyer to approve the new officers as presented. Ayes: Unanimous. Allan Kuiper stated that the department has averaged a call a day since the first of the year. He also thanked the council for the cooperation with the fire truck bond issue.
  2. There was not a Planning Board update at this time.
  3. Council member Aldmeyer reported that at the recent storm water committee meeting, the majority of the discussion was new legislation on top soil regulations. There was also discussion on certifying the inspector for testing and the need for more committee members.  
Janet Bell wanted clarification on the status of the storm water ordinance. The ordinance update was completed in June of 2014. The portion of the ordinance that pertained to fees was repealed.  
Bill Dahlheimer discussed the storm water ordinances. He stated he is not interested in serving on the Storm Water Committee.
  4. Mayor Waltrip
    - a. The Mayor would like the council to consider an ordinance for no parking on both sides of Walker from 13<sup>th</sup> Street, for at least 125 foot east of the intersection. He feels the buses going to the Boys and Girls Club are hindered by the parked vehicles. Council member Melonis stated that there should not be a problem for the homeowner on the north side of the street use his driveway. It is no different than any other street. On Willow there was the same issue for the buses, and it was resolved by the homeowner voluntarily moving his vehicles back two car lengths (approximately 40 foot) from 13<sup>th</sup> Street. The Attorney stated that signs will have to be installed. Council member Cumberlandedge suggested that they try no parking on one side of the street only. Moved by council member Melonis seconded by council member Cumberlandedge to table this request so the council can review the suggestion of no parking on the north side of Walker from 13<sup>th</sup> Street east to the first driveway, and no parking on the south side of Walker for 2 car links or 40 feet. Ayes: Unanimous. Council member Hawkins would like to discuss the bus issue with the Boys Club.
    - b. The Mayor requested that the council approve tearing out and pouring a new driveway approach at 180 Marina Court. Dennis Moore stated that the city made him pour the driveway with a flat sidewalk instead of a sloped sidewalk. He has tripped and fell on the sidewalk several times. The Mayor would like the City to tear it out and pour him a new driveway approach and sidewalk. The house was built in 2010. Council member Aldmeyer suggested that Mr. Moore file a claim against the City. The Attorney stated that we

City of Carter Lake

City Hall – 950 Locust St.

Proceedings: Monday, February 16, 2015

Regular City Council Meeting – 7:00 PM

would need to determine if the sidewalk was built according to code. The problem is that he can't get his boat on the property.

5. The Building Inspector submitted some proposed rate changes for some of the building permits. The council did not object to the proposals. The clerk will prepare a resolution to change the fees at the next meeting.

6. City Clerk

- a. Moved by council member Aldmeyer seconded by council member Huey to receive and adopt final proposed budget amendment for FYE 6-30-15 and order a public hearing for Monday, March 2, 2015 at 7:00 PM. Nays: Cumberledge. Council member Melonis requested verification on the wording of the motion. She stated that if the word adopt was removed she would vote yes. Council members Aldmeyer and Huey agreed to change their motion and second and remove the word adopt. Council member Cumberledge then changed his vote to yes. Roll Call on the amended motion was: Ayes: Unanimous.

- b. Moved by council member Aldmeyer seconded by council member Hawkins to receive the proposed budget for FYE 6-30-16 and to order a notice of public hearing for Monday, March 2, 2015 at 7:00 PM. Council member Cumberledge wanted to know how far upside down the numbers were for next fiscal year. The clerk stated it is about \$74,000 in the general fund. Council member Cumberledge feels we need a break even budget and it is up to the council to make the numbers work, not the department heads. Roll Call on the motion – Ayes: Aldmeyer, Hawkins, Huey, Melonis. Nays: Cumberledge. The budget can be amended up through the public hearing and meeting on March 2, 2015. Sharon Paterson stated there is nothing on the website for the current meeting. The clerk updated the website and the agenda packet was put on the web on Friday.

A budget workshop with the department heads will be scheduled for Wednesday, Feb. 25, 2015 at 4:30 PM.

Bill Dahlheimer addressed the council regarding the proposed budget. He was curious about who does the water testing and why the cost was so high. He thinks the amount of money spent on the person testing the water is excessive. He requested that the council make a motion to return the water testing responsibility back to the maintenance shop and get rid of the employee that does water testing. Mr. Dahlheimer also wanted to know if the Resource Center is funded with federal funds. Currently they are partially funded by Iowa West Foundation.

## V. Resolutions

- A. Moved by council member Cumberledge seconded by council member Aldmeyer to adopt a resolution repealing resolutions #09-2015 and #10-2015 and approving a revised agreement with PVS for storm water maintenance and an easement for a fence. Ayes: Unanimous.
- B. Moved by council member Melonis seconded by council member Huey to adopt a resolution approving liens for unpaid weed abatements. Ayes: Unanimous.

- C. Moved by council member Cumberledge seconded by council member Huey to approve a resolution writing off uncollectible utility bills. Ayes:  
Unanimous.

VI. Comments

Council member Melonis thanked everyone for attending. She explained that the budget is a big project. She has submitted a memo that stated she would like to give the department heads parameters for their expenditure based on the anticipated income. The council is working very hard to have a balanced budget. Council member Cumberledge stated that the major problem with the budget is that the government ordered a rollback on commercial properties. Council member Huey thanked the department heads for putting their budgets together.

R. J. Brown questioned why the police and animal control do not submit a monthly report. The Mayor will get that answer. Council member Cumberledge stated that he does not approve the consent agendas because monthly reports are not submitted by all of the department heads. He guesses the department heads think the council works for them not the other way around.

Bob Wahl thanked Ron Cumberledge for looking into a different company to do the water billing. He believes we will save a lot of money.

Jan Bell questioned if 17<sup>th</sup> Street was ever deeded over to the abutting property owners as was discussed a few months ago. The property owners are in the process of getting both properties surveyed. She is proud of the council for working within the budget.

Kellie Aldmeyer thanked Ron Cumberledge for explaining why he did not approve the consent agenda. She also questioned if the clerk is still excluded from the department head meetings. She would like the Mayor to give monthly reports on what the department heads are doing if written reports are not required. He does not feel there is a need to provide reports however, he can report to the council. He said the reason for the department head meetings is so they can get a feel for what is going on so they can stand on their own two feet. The Mayor does not think the department heads need to attend the meetings or submit a report. He will provide a report from now on.

Bill Dahlheimer does not feel that it is asking too much to have the department heads attend the council meetings. He does not want to cut services or cut jobs. However, he does not think a non-citizen should be able to keep her job.

This regular city council meeting was adjourned at 8:45 PM.

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Doreen Mowery, City Clerk

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Gerald Waltrip, Mayor

City of Carter Lake  
City Hall – 950 Locust St.  
Special City Council Meeting  
Proceedings: Monday, March 2, 2015 – 7:00 PM

The Pledge of Allegiance

Mayor Gerald Waltrip called the Public Hearings and Special City Council Meeting to order at 7:00 PM.

Roll Call: Present – Council members Ed Aldmeyer, Dave Huey, Ron Cumberledge, Barb Melonis and Barb Hawkins  
Also present – City Attorney Joe Thornton and City Clerk Doreen Mowery

The Mayor stated the purpose of this meeting was to work on the budget. He then read a letter addressed to the Council and the Clerk referring to the February 25, 2015 meeting. He offered several changes to achieve a balanced budget. He stated it is essential to meet the obligations and responsibilities of the City. He would agree to approving a budget using the reserves if the budget is reduced by items he has recommended. He will only agree to that if the Resource Center is dissolved as an entity and move one of the employees to work under the Library Director.

#### Public Hearings

The public hearings were called to order at this time.

1. The first public hearing was on the proposed Amendment No. 2 to the Carter Lake Amended and Restated Urban Renewal Plan #5. Council asked if there were any written or oral comments received in the Office of the Clerk. No written or oral comments have been received. The Clerk also reported that there was no one in attendance at the Consultation and not written or oral comments were received for the Consultation. No one in attendance had any comments regarding the proposed Amendment #2 to Urban Renewal Plan #5. It was moved and seconded to adjourn the public hearing. This public hearing was adjourned.
2. The second public hearing was regarding the proposed budget amendment for FYE 6-30-15. There were no comments received, written or oral during this public hearing. The public hearing was adjourned.
3. The third public hearing was regarding the proposed budget for FYE 6-30-16. The clerk presented some numbers and explanations for why some funds have more expenditures than revenues. The current budget proposal shows expenses that exceed revenues by \$161,669 for all of the funds. The general fund has a shortfall of \$69,604. There were no comments received, written or oral during this public hearing. The public hearing was adjourned.

The public hearings were closed and the council went into the special meeting.

City of Carter Lake  
City Hall – 950 Locust St.  
Special City Council Meeting  
Proceedings: Monday, March 2, 2015 – 7:00 PM

Roll Call: Present – Council members Ed Aldmeyer, Dave Huey, Ron Cumberledge,  
Barb Melonis and Barb Hawkins  
Also present – City Attorney Joe Thornton and City Clerk Doreen Mowery

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 a 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 Amendment No. 2 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 adopt a resolution amending the current budget for the FYE 6-30-15. Ayes: Aldmeyer, Hawkins, Huey, Melonis. Nays: Cumberledge.
3. Moved by council member Cumberledge to make a resolution to keep out of the General Fund reserves for at least \$70,000. Motion died due to the lack of a second. The Mayor stated that if there is a not a resolution to commit to not spend the money he will not approve the budget. He stated there is a way to solve the money problem and he can fix the \$70,000 real easy. He will oppose anything the council does, to not go into the reserve funds. Council member Aldmeyer stated there are 18 months to reevaluate the income resources. He cannot commit to not using any of the reserves. The Mayor stated that we have not taken care of our money for the last 10 years. As the Mayor, Jerry is the one that signs the budget and he will not put his name on the budget the way it was presented. He gave the council his way to take care of the issue and it is the best idea. He does not want two departments that do the same thing. Moved by council member Hawkins to adopt the proposed budget for FYE 6-30-16 with a commitment to the community that the council work together to get some better figures and to see how to make the dollars work by June 30, 2015. Motion died due to the lack of a second. The Mayor stated the council would have to balance the budget by June 30, 2015. The Mayor asked the council to make a motion that they would agree in a resolution to dissolve the Resource Center and put the programming employee in the Library. That would close off a department that is not needed. The Library can do the programming. He stated other communities run their Resource Center out of the Library. He stated that having a Resource Center is duplicity and a bad way to run government. Council member Melonis believes the wages are out of balance in the Resource Center. She feels the council could eliminate the part time position and the newspaper to save \$42,000. She also stated we could save \$13,500 buy not purchasing a cruiser. Council member Melonis is not in favor of dissolving the Resource Center. Schooling for the Deputy Clerk, the Clerk's 2% pay increase, and council members Melonis and Hawkins' council pay were all

City of Carter Lake  
City Hall – 950 Locust St.  
Special City Council Meeting  
Proceedings: Monday, March 2, 2015 – 7:00 PM

offered in and effort to make up the shortfall. Moved by council member Aldmeyer seconded by council member Hawkins to adopt the budget as proposed. Ayes: Aldmeyer, Hawkins, Huey. Nays: Cumberledge, Melonis. The clerk offered to meet with all of the employees to work on ideas to find the money. Bill Dahlheimer stated he enjoys the Resource Center events however he would like to get rid of the meals and to serve popcorn instead. He then presented the council with facts and information on the 2015-16 budget as compared to Council Bluffs. Kenny Savage suggested that the Mayor go to Mr. Owens and ask for money for the Resource Center. Council member Hawkins stated she would make a commitment to work on the numbers to make it balance.

4. Phill Newton requested permission to purchase the breathing apparatus for the new fire truck. The department has received bids. The lowest bid is \$145,279 and there is a price increase anticipated that would increase the cost by an additional 3 to 5%. Moved by council member Cumberledge seconded by council member Hawkins to approve the purchase of 18 SCBA sets from Feld Fire for \$145,279. Ayes: Unanimous.

Special city council meeting was adjourned at 8:02 PM.

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Doreen Mowery, City Clerk

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Gerald Waltrip, Mayor

Library Board Meeting

February 23, 2015

6:30 p.m.

Attendees: Bonnie Freeman, Delbert Settles, Viki Hawkins, Victor Skinner, Julie McKillip, Kim Smith and Bob Wahl.  
Library Director, Theresa Hawkins.

Bonnie called the meeting to order.

Minutes: Julie made the motion to accept the minutes. Bob seconded. Motion passed.

Financial Report: Julie made the motion to accept the January report pending budget amendment of line items in March. Kim seconded. Motion passed.

Action on Bills: Delbert made the motion to accept the bills. Viki seconded. Motion passed.

Librarian's Report:	January Circulation Statistics
Library Sponsored Events	27 programs – 118 Adults & 501 Children
Other Meetings/Events (Non-Library)	6 programs – 27 Adults & 3 Children
Circulation	1692
Door Count	1426
Patron Computer Usage	170
WIFI Usage	75

Author Joy Johnson was at the Library on Monday, February 9<sup>th</sup>. We have had great reviews on the program and will be getting a grief backpack and literature geared for children from Teddy Bear Hollow to circulate at the library. Attendance – 40 adults.

Amazing Arthur program will be at the Carter Lake Elementary School on Tuesday, February 24<sup>th</sup> at 2:30 p.m.

All projects paid for with the Lone Mountain donation have been completed. Open House to the public is March 2<sup>nd</sup> at 5:30 p.m. With the leftover project materials the Maintenance shop was able to make 2 wooden display cases, a wooden trash can, wooden coupon box, a new step stool for the pre-school and kindergarten classes to use when they wash their hands after crafts and a small 24 inch high table on wheels for the pre-school and kindergarten classes to use for crafts. We are so grateful and happy with all of the improvements. The workmanship on the projects is stunning and our library has become even more charming and beautiful.

The Maintenance shop has built 2 "Free Little Libraries" for us to put up around town this spring.

I would like to ask the City if we could put 1 on Q Street at the old bus stop and 1 on Willow just outside of the trailer park on city property. Library staff will check them weekly and refill as needed.

Online Safety Training – Operating Safety Committees - will be Tuesday, February 24<sup>th</sup> at 9:30 a.m.

Mandatory CPR training for city employees will be Wednesday March 11<sup>th</sup> at 8:00a.m.in the Police training room.

I have an online class for CE credit on March 18<sup>th</sup> from 10:00 – 11:30 – Readers Advisory Review.

Old Business: Budget – There will be a budget workshop at City Hall on Wednesday, February 25<sup>th</sup> at 4:30 p.m. Please attend if you can.

New Business: Everything is ready for the Open House on Monday, March 2<sup>nd</sup> at 5:30 p.m. and for the Dr. Seuss program at 6:00 p.m. There will be 2 guest speakers at the Dr. Seuss program, birthday cake for the celebration and a drawing for a Dr. Seuss bag with "Put me in the Zoo" book and stuffed character.

Viki made the motion to adjourn. Delbert seconded. Motion passed.

Viki Hawkins, Secretary  
February 24, 2015

Regular Planning Board Meeting

Roll Call: Present: Ed Palandri, Jay Gundersen, Kathy Dueling, Tim Podraza, Ray Pauly, Jackie Wahl, and Karen Fisher  
Also present: Deputy City Clerk Lisa Ruehle

Approval of the Agenda

Moved by board member Fisher seconded by board member Podraza to approve the agenda as presented. Ayes: Unanimous.

1. Consent Agenda

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

2. New Business

a. Lakeside Tire – 2813 N 9<sup>th</sup> St – New Sign. Moved by board member Gundersen seconded by board member Fisher to approve the sign for Lakeside Tire. Ayes: Board members Palandri, Gundersen, Podraza, Pauly, Fisher and Wahl. Abstain: Board member Dueling.

3. Old Business

a. Storm Water Committee Update. Board member Wahl stated that they are looking for citizens to be on the committee. There are no projects to report at this time.

4. Special Meetings

No special meetings are needed at this time.

5. Assignments

Board member Pauly will update the City Council at the next council meeting.

6. Comments

The board members welcomed Kathy Dueling to the board.

Board member Pauly stated that election of officers should be added to the next agenda.

Board member Podraza questioned if the sidewalks on 9<sup>th</sup> street are going to be finished. They might be waiting for all the frost to be gone. He will contact the building inspector to find out.

Board member Dueling thanked the board and stated it was nice to meet everyone.

Meeting adjourned at 7:10 PM.





# SAFETY ACTION PLAN

Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
<hr/>	
Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
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Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
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Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
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Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	

## 2015 January

### Residential Building Permits

<u>Permit #</u>	<u>Date</u>	<u>Applicant</u>	<u>Address</u>	<u>Description</u>	<u>Permit Amount</u>	<u>Date Paid</u>	<u>Recpt. #</u>	<u>Value of Permit</u>	<u>Permit Exp. Date</u>
R1-15	01/05/15	Anna Mae Roberts	1315 Neptune Dr	Replace Siding	\$ 18.50	01/12/15	13864	\$ 3,500.00	04/05/15
R2-15	01/13/15	Serve One	1026 Shoal Pt Dr	Replace water heater	\$ 25.00	01/14/15	13892	\$ 1,500.00	03/13/15
R3-15	01/13/15	SOS Heating	3510 N 9th #23	Replace Furnace	\$ 27.00	01/14/15	13891	\$ 2,900.00	03/13/15
R4-15	01/13/15	American Residential	1115 Waters Edge	Replace Furnace	\$ 28.50	01/14/15	13890	\$ 4,100.00	03/13/15
R5-15	01/14/15	B&K Mobile Home	3510 N 9th St #144	Replace Windows & Door	\$ 13.50	01/14/15	13893	\$ 1,000.00	04/14/15
R6-15	01/19/15	Done Right Home Improvem	1906 Lagoon Drive	Replace roof	\$ 18.50	01/23/15	13934	\$ 6,000.00	04/19/15
R7-15	01/20/15	Lakeside Mobile Home	3510 N 9th #116	Gas Line pressure Test/BHT	\$ 25.00	01/23/15	13933	\$ 200.00	02/20/15
R8-15	01/22/15	Andersen Roofing	1211 Ave O	Replace Roof	\$ 18.50	01/23/15	13932	\$ 7,000.00	04/25/15
R9-15	01/26/15	Drew Evers	1306 Mayper Dr	Remodel/Electrical Permit	\$ 863.00	02/20/15	14068	\$ 25,001.00	07/26/15
R10-15	01/27/15	Lem Sheard	1217 Lindwood	Replace Roof	\$ 18.50	01/27/15	13958	\$ 4,000.00	04/27/15
R11-15	01/27/15	Burton Plumbing / Electrical	1214 Hiatt	Electrical Permit	\$ 50.00			\$ 3,000.00	02/27/15
R12-15	01/27/15	TPC Const.	1022 Hiatt	Fire/Elec./BHE	\$ 75.00			\$ 1,000.00	04/27/15
R13-15	01/29/15	Militi Siding	1013 Willow	Siding	\$ 13.50	01/30/15	13982	\$ 2,500.00	03/29/15
R14-15	01/29/15	Lakeside Mobile Home	3510 N 9th St #289	Gas Line pressure Test/BHT	\$ 25.00	01/30/15	13985	\$ 200.00	03/29/15
R15-15	01/29/15	A-1 United	4007 N 9th	Replace A/C Unit	\$ 27.00	02/04/15	14008	\$ 3,200.00	03/29/15
R16-15	01/29/15	Aire Serv Htg/A/C	1322 Janbrook	Replace Water Heater	\$ 13.50	01/30/15	13983	\$ 1,050.00	03/29/15

### Commercial Building Permit

C1-15	01/21/15	Lone Mountain	200 300 Owen Parkway	Signage	\$ 97.15	01/21/15	13920	\$ 7,215.00	05/21/15
C2-15	01/26/15	Nebraska Plumbing	500 Ave O	2" Water Meter	\$ 1,862.00	01/27/15	13957	\$ 1,862.00	
C3-15	01/29/15	Owen Undusties	500 Ave O	MUD Fees	\$ 6,722.00	01/30/15	13984	\$ 6,722.00	

**TOTAL: \$ 9,941.15**

**TOTAL: \$ 81,950.00**

**2015 February****Residential Building Permits**

<u>Permit #</u>	<u>Date</u>	<u>Applicant</u>	<u>Address</u>	<u>Description</u>	<u>Permit Amount</u>	<u>Date Paid</u>	<u>Recpt. #</u>	<u>Value of Permit</u>	<u>Permit Exp. Date</u>
R17-15	02/10/15	Atlas Electric (Jay)	924 Redick	Electrical Service Garage	\$ 75.00	02/11/15	14022	\$ 1,500.00	04/10/15
R18-15	02/17/15	Quality Steel Roof s	109 Shoal Dr	Replace Roofs	\$ 18.50	02/20/15	14053	\$ 14,000.00	05/17/15
R19-15	02/18/15	The Garage Co.	1119 Ave O	New Garage	\$ 112.50	02/20/15	14054	\$ 10,000.00	06/18/15
R20-15	02/24/15	Thermal Services	1213 Willow Dr.	Replace Furnace	\$ 27.00			\$ 4,650.00	04/24/15
R21-15	02/26/15	Kavalec Electric Roy	3510 N 9th #149	Replace Meter Jaws	\$ 50.00			\$ 500.00	04/26/15

**Commercial Building Permits**

C4-15	02/04/15	AirTouch Cellular (Verizon)	2509 N 9th St	Replace 3 Antenna/3 RRUS	\$ 53.50	02/04/15	14009	\$ 15,000.00	08/04/15
C5-15	02/10/15	Lakeside MHC	3510 N 9th	Replace Code compliant Clubhouse Door	\$ 40.50	02/10/15	14015	\$ 3,000.00	04/10/15
<b>TOTAL:</b>					<b>\$ 377.00</b>			<b>TOTAL: \$48,650.00</b>	

**WATER UTILITY - ACCOUNTS IN ARREARS**

**March 11, 2015**

<u>Account #</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>120 days</u>	<u>TOTAL</u>	
05-105700-02	20.66				20.66	
05-201100-06	32.06				32.06	
05-206900-04	86.79				86.79	
05-210200-04	3.00	73.25	419.31	73.25	568.81	Water off / Water leak
05-310850-00	89.17				89.17	
05-309000-01	104.14	13.85			117.99	Water Leak / Paying extra \$50 + bill
05-402750-05	99.54	20.06			119.60	
05-409250-09	62.70	11.70			74.40	
05-411250-05	62.73				62.73	
05-413100-01	24.33				24.33	
<b>TOTALS</b>	<b>\$ 585.12</b>	<b>\$ 118.86</b>	<b>\$ 419.31</b>	<b>\$ 73.25</b>	<b>\$ 1,196.54</b>	

## FINAL ACCOUNTS

March 11, 2015

<u>Account #</u>	<u>CURRENT</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>120 days</u>	<u>TOTAL</u>	<u>Final Date</u>	<u>Letter Sent</u>
05-202300-03	-	-	-	-	37.28	37.28	SW 6/30/14	Has \$50 Dep
05-205000-09	72.63	7.00	-	-	-	79.63	2/15	
05-205450-17	-	-	71.51	14.82	-	86.33	12/01/14	LL 3/13/15
05-207200-02	-	82.02	39.18	-	-	121.20	1/15	03/13/15
05-207350-05	77.42	91.61	0.56	-	-	169.59	2/15	
05-211050-08	150.00	-	-	-	-	150.00	2/15	
05-210200-00	-	-	-	26.62	-	26.62	09/26/14	LIEN 3/15
05-214100-01	-	-	-	-	425.23	425.23	10/14/14	LIEN 3/15
05-214800-04	-	73.71	84.58	82.68	2.19	243.16	1/15	03/13/15
05-301500-01	-	58.42	61.04	-	-	119.46	1/15	LL 3/13/15
05-304850-06	-	67.10	83.22	76.36	-	226.68	12/11/14	LIEN 3/15
05-306100-07	76.79	-	-	-	-	76.79	2/15	
05-317100-05	-	-	-	-	159.49	159.49	Payments	
05-317150-04	-	-	-	56.25	603.36	659.61	11/14/14	LL 3/13/15
05-317200-09	64.90	85.02	-	-	-	149.92	2/15	
05-317720-04	91.35	96.54	-	-	-	187.89	1/15	03/13/15
05-318100-05	42.14	77.25	73.25	-	-	192.64	1/15	LL 3/13/15
05-319650-04	-	77.25	92.19	108.92	48.28	326.64	2/15	
05-401300-03	-	-	-	-	98.98	98.98	08/27/14	LIEN 3/15
05-404050-04	-	64.90	5.88	-	-	70.78	1/15	03/13/15
05-408350-04	-	-	-	-	116.92	116.92	09/22/14	LIEN 3/15
05-411300-12	94.14	-	-	-	-	94.14	2/15	
						<b>\$ 3,818.98</b>		

## COLLECTION ACCOUNTS

<u>Account #</u>	<u>CURRENT</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>120 days</u>	<u>TOTAL</u>		
05-101255-00	84.10	242.40	126.49	-	-	452.99	5/14	
05-201100-01	27.68	-	-	-	-	27.68	9/06	Write off 3/15
05-201700-03	28.00	-	-	-	-	28.00	5/14	
05-205900-07	63.23	80.71	60.57	7.90	-	212.41	5/14	
05-210150-03	34.44	11.08	-	-	-	45.52	5/14	
05-211250-01	27.93	-	-	-	-	27.93	9/06	Write off 3/15
05-212550-02	37.42	11.41	-	-	-	48.83	5/14	
05-213650-08	38.39	80.35	0.06	-	-	118.80	5/14	
05-302050-06	-	51.91	51.91	89.05	-	192.87	5/14	
05-307700-00	40.20	48.30	5.79	-	-	94.29	5/06	Write off 3/15
05-310730-04	63.32	-	-	-	-	63.32	5/14	
05-312950-02	21.29	-	-	-	-	21.29	5/14	
05-317300-05	45.81	0.20	-	-	-	46.01	5/14	
05-319370-02	45.13	-	-	-	-	45.13	5/14	
05-319600-02	-	55.74	-	-	-	55.74	5/14	
05-320600-05	53.92	27.48	-	-	-	81.40	5/14	
05-321130-01	27.12	55.20	-	-	-	82.32	5/14	
05-321300-06	59.08	78.01	14.47	-	-	151.56	5/14	
05-401700-02	-	19.00	-	-	-	19.00	5/14	
05-405300-01	29.77	36.36	-	-	-	66.13	5/14	
05-405400-03	-	29.64	-	179.35	-	208.99	5/14	
05-405700-02	-	51.18	3.89	-	-	55.07	5/14	
05-409500-02	8.64	11.64	11.64	29.20	-	61.12	5/14	
05-410100-08	18.19	3.17	-	-	-	21.36	5/14	
05-411350-06	48.69	48.69	24.68	-	-	122.06	5/14	
05-510900-00	30.59	-	-	-	-	30.59	5/14	
						<b>\$ 2,380.41</b>		

**ACCOUNTS PLACED AS LIENS**

<u>Account #</u>	<u>CURRENT</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>120 days</u>	<u>TOTAL</u>		
05-004010-01	-	28.16	3.00	3.00	151.46	185.62	Jun-14	
05-004010-01	25.16	3.00	3.00	-	-	31.16	SW 6/30/14	LIEN 9/14
05-074310-03	16.18	-	-	-	-	16.18	SW 6/30/14	LIEN 9/14
05-105300-00	19.31	23.66	20.66	181.65		245.28	Oct-13	
05-105300-00	20.66	30.66	30.66	23.66	38.01	143.65	May-14	
05-105300-00	20.66	20.66	23.66	23.66	6.00	94.64	SW 6/30/14	LIEN 9/14
05-106280-01	11.24	17.24	14.24	21.24	266.87	330.83	7/14	LIEN 9/14
05-202300-02	-	88.94	89.00	36.62		214.56	Jan-14	
05-202300-03	-	11.64	11.64	8.64	8.64	40.56	Jun-14	
05-202600-01	34.54	82.02	71.58	-	-	188.14	11/14	LIEN 12/14
05-203150-02	-	77.25	70.24	-	-	147.49	11/14	LIEN 11/14
05-203900-04	8.28	84.06	74.54	63.85		230.73	Sep-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	
05-207100-04	18.44	-	-	-	-	18.44	Jun-14	
05-207400-03	60.79	49.21	-	-		110.00	Sep-11	
05-210350-06	58.47	13.85	-	-		72.32	Oct-13	
05-210400-00	-	-	7.00	57.80		64.80	Oct-13	
05-210400-00	17.36	-	-	20.36	3.00	40.72	SW 6/30/14	LIEN 9/14
05-210400-04	-	48.69	48.69	45.41		142.79	Nov-13	
05-210950-08	79.41	39.18	-	-	-	118.59	5/14	LIEN 9/14
05-211100-14	32.57	83.44	35.81	-	-	151.82	Aug-14	
05-211850-01	8.28	11.64	18.64	371.72		410.28	Oct-13	
05-211850-01	8.64	25.64	11.64	8.64	12.00	66.56	May-14	
05-211850-01	8.64	8.64	11.64	11.64	13.00	53.56	SW 6/30/14	LIEN 9/14
05-213050-06	41.69	56.56	59.24	5.21		162.70	Oct-09	
05-213900-11	-	51.15	-	-		51.15	Nov-13	
05-214650-01	-	11.64	71.57	171.07		254.28	Feb-13	
05-214950-03	68.40	-	37.02	-	-	105.42	Jun-14	
05-215850-03	-	56.74	8.08	-		64.82	Nov-13	
05-303100-15	53.70	74.06	-	-	(50.00)	77.76	5/14	LIEN 9/14
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	
05-315250-03	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	
05-318930-08	-	-	-	132.97	-	132.97	Feb-14	
05-319650-02	-	10.55	-	-	-	10.55	Jun-14	
05-319650-03	-	20.52	74.06	-	-	94.58	Jun-14	
05-321200-02	41.26	147.29	76.02	-		264.57	May-08	
05-403750-03	399.25	84.06	84.06	84.06	634.29	1,285.72	Jun-14	
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	
05-407750-04	43.29	1.43	-	-		44.72	Oct-13	
05-410050-01	41.80	60.76	4.76	-		107.32	Nov-12	
05-410850-10	48.07	5.96	-	-	-	54.03	Aug-14	
05-411000-04	38.11	4.05	-	-		42.16	Oct-12	
05-411250-03	-	25.90	179.20	521.59	-	726.69	Jun-14	
05-411250-04	-	86.80	89.00	-	-	175.80	07/11/14	LIEN 11/14
05-411900-04	-	88.83	88.83	20.83	-	198.49	Mar-14	
05-412250-05	60.33	-	-	-	-	60.33	5/14	LIEN 9/14
05-412350-03	-	-	8.64	11.64	17.28	37.56	SW 6/30/14	LIEN 11/14
						<b>\$ 9,001.67</b>		

**OVERTIME AND COMPTIME REPORT**

February 15, 2015

<u>MAINTENANCE OVERTIME</u>	<u>HOURS</u>	<u>AMOUNTS</u>
DILLON LANTZ		
02/04/15 Snow removal	2 1/2	\$ 48.35
STANLEY OLSEN		
02/04/15 Snow Removal	2 1/2	63.08
02/13/15 Haul and push salt	2	50.46
	<u>4 1/2</u>	<u>\$ 113.54</u>
DAMIAN ROTHMEYER		
02/13/15 Haul salt	2	\$ 39.42
RANDY SMITH		
02/04/15 Snow removal	2 1/2	\$ 49.28
<b>TOTAL MAINT OVERTIME:</b>	<b>11 1/2</b>	<b>\$ 250.58</b>

<u>POLICE OVERTIME</u>	<u>HOURS</u>	<u>AMOUNTS</u>
MATT OWENS		
02/11/15 Reports for pursuit	3	\$ 85.02
<b>TOTAL POLICE OVERTIME:</b>	<b>3</b>	<b>\$ 85.02</b>

<u>ADMIN OVERTIME:</u>	<u>HOURS</u>	<u>AMOUNTS</u>
LISA RUEHLE		
02/07/15 Water reports	1/4	9.65
02/08/15 Water reports	1	38.58
02/12/15 Water Receipts	1/2	19.29
<b>TOTAL ADMIN OVERTIME:</b>	<b>1 3/4</b>	<b>\$ 67.52</b>
<b>TOTAL ALL OVERTIME:</b>	<b>16 1/4</b>	<b>\$ 403.12</b>

<u>COMPTIME USED:</u>	<u>HOURS</u>
BROCK GENTILE	
02/04/15	3
JON MEYER	
02/04/15	3
02/08/15	1
	<u>4</u>
<b>TOTAL COMPTIME USED:</b>	<b>7 HRS</b>

<u>COMPTIME BALANCES:</u>	<u>HOURS</u>
JOSH DRISCOLL	20
BROCK GENTILE	1 1/2
RYAN GONSIOR	8 3/4
RONALD HANSEN	80
JON MEYER	11 1/4
MATT OWENS	76 3/4
NOAH SCHILLING	3
<b>TOTAL COMP BALANCES:</b>	<b>201 1/4</b>

<u>ADMIN HOURS USED:</u>	<u>HOURS</u>
DOREEN MOWERY	
02/02/15	1
<b>TOTAL ADMIN HOURS USED:</b>	<b>1</b>

<u>ADMIN BALANCES:</u>	<u>HOURS</u>
CHRIS ETHEN	50
SHAWN KANNEDY	80
DOREEN MOWERY	73 3/4
RON ROTHMEYER	72
<b>TOTAL ADMIN BALANCES:</b>	<b>275 3/4</b>

**OVERTIME AND COMPTIME REPORT**

**March 1, 2015**

<b><u>COMPTIME EARNED:</u></b>	<b><u>HOURS</u></b>
JON MEYER 02/26/15      Late call	3/4 = 1 1/4
<b>TOTAL COMPTIME EARNED:</b>	<b><u>1 1/4 HRS</u></b>

<b><u>COMPTIME USED:</u></b>	<b><u>HOURS</u></b>
BROCK GENTILE 02/22/15	1 1/2
JON MEYER 02/18/15	1 1/4
<b>TOTAL COMPTIME USED:</b>	<b><u>2 3/4 HRS</u></b>

<b><u>COMPTIME BALANCES:</u></b>	<b><u>HOURS</u></b>
JOSH DRISCOLL	20
BROCK GENTILE	0
RYAN GONSIOR	8 3/4
RONALD HANSEN	80
JON MEYER	11 1/4
MATT OWENS	76 3/4
NOAH SCHILLING	3
<b>TOTAL COMP BALANCES:</b>	<b><u>199 3/4</u></b>

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<b><u>ADMIN BALANCES:</u></b>	<b><u>HOURS</u></b>
CHRIS ETHEN	50
SHAWN KANNEDY	80
DOREEN MOWERY	73 3/4
RON ROTHMEYER	72
<b>TOTAL ADMIN BALANCES:</b>	<b><u>275 3/4</u></b>

Monthly Report for Feb. 2015

Meals served 525

Volunteer Hours Performed 98.5

Activity Reports Attached

Needs for Center—N/A

Meetings—Site Council Meeting at Center was on Feb.18th / Mayor/ Manager's meeting —Feb.10<sup>th</sup> /Safe Serv. class-Test for 10 hours on Feb. 19<sup>th</sup>.

We were closed 2 days do to weather and 1 day do to holiday.  
That is about 90 meals that is why we are short on total meals served.

We do approx. 15-20 Homebound Depends on the day.

and approx. 12-16 Congregat a day.

Thank You  
Linda











# Carter Lake Fire Department Monthly Report, Proudly Serving since 1956

Department Head: Chief Eric Bentzinger

Report done by: Coordinator Phillip Newton

Contact information: Station # 712-347-5900 Email [clfire@carterlake-ia.gov](mailto:clfire@carterlake-ia.gov)

**\*\* \*\*Check us out on Facebook—Carter Lake Fire Department\*\*\*\***

**Month: February 2015**

**Financial Performance:** Savings, Expenditures, Also Report any opportunity to save the city dollars:  
Obviously there are budget concerns, we are cutting wherever we can and trying not to spend unless we have to.

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

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

Pancake Breakfast: Next Breakfasts are April 5 th and May 3 rd, 7:30-12:30 pm

2-3 Meetings: 6:30-Done	Officers 9 members, Mass 23 members, Smoke eaters 14 members
2-7 Fire training: 9-noon	Radios, Driving 9 members
2-10 Fire training: 7-10pm	Radios, Driving, 12 members
2-17 EMS training: 7-10pm	Cardiac emergencies, 12 lead ECG skills 16 members
2-24 Dive training: 9-noon	None reported

## **Safety and Response Report:**

Safety Committee: Next Meeting is March 4 th and May 6 th, 13:00 at City Hall. Please review Safety Minutes.

Total Calls for the month: 2015

372 total calls for 2014

EMS calls: 20

Fire calls: 2

Dive calls: 0

Smoke and Carbon Monoxide Detectors available, call the station @ 347-5900

**Other:** Additional Information for Mayor/Council and Citizens:

1. We apologize for the confusion on the cancelling of February's breakfast.
2. We should be doing the preconstruction of the new truck within the next week or so, build time is appr 10 months
3. We are recruiting new volunteers. If you would like to make a difference in the community please call to talk with us.
4. New airpacks/ breathing equipment were order 3-4-15. These should take a few months to get in.
5. Annual Poker run coming up in July, watch here and Facebook for more details.
6. Daylight savings time in March 8 th, please take time to check your smoke detector. If you need help, please call.
7. Employee CPR/AED is March 11 @ 08:00-Police training room.

Monthly Report - February, 2015

City Clerks' Office

Savings

- 02-16-15 Bond Refunding savings of \$863,000
- 02-17-15 Work Comp mod rate has dropped from 1.76 to .77 – huge cost savings of over ½ of original premium

Accomplishments

Working on: Clerk - Budget amendment, budget, Fire Truck bond issue, refinancing City Hall bond issue, Rezoning at 300 Locust, Development agreement and restated Urban Renewal Plan for potential development, RISE grant issues on PVS project,  
Deputy – Financial reports current as of Feb. 11, insurance renewal  
Clerk Asst. – Dog tags, stamps sales  
Numerous calls, letters, exchanges with Carol Tomb at Iowa Homeland Security in an effort to obtain funding for the storm water issues south of Ave. H.

Meetings

- 02-02-15 Special Council Meeting
- 02-09-15 Board of Adjustments Meeting  
Budget Meeting with department heads
- 02-12-15 Budget Meeting with department heads
- 02-16-15 Regular Council meeting
- 02-17-15 Work Comp meeting in Oakland with Phill (new mod rate .77)
- 02-25-15 Budget Meeting

Misc.

- 02-05 & 02-06 Doreen – Vacation Days
- 02-10-15 Dept Head meeting – clerk excluded
- 02-14 thru 2-16 Worked on budget (weekend and holiday)
- 02-23-15 Doreen – Vacation day

Hired Darn Dependable to clean while Charles Bardon is off on sick leave.

3/2/15

### February Maintenance Report

Along with our regular maintenance work we rebuilt some metal shelves for the police gun room. We hung the display boards we built for their training room. We built a step stool, 2 book houses for their free book program, a set of shelves, and a table for the multipurpose room. These things were all built out of scrap material left over from the circulation desk. We removed all of the oil barrels from the shop and put all of the oil in 5 gallon buckets so it would fit in the fireproof cabinets for the insurance company. We had to rebuild part of the conveyer on the street sweeper and replace 1 of the side broom motors. We repaired the lights in the maintenance building. We built shelves for the filters and a table for the chain sharpener.

# **Carter Lake Parks and Recreation Monthly**

## **Report January 2015**

- **Normal day to day routine and duties throughout the month**
- Soccer Sign ups were Jan 4<sup>th</sup> and Jan 24<sup>th</sup> at City Hall. Carter Lake will have 2 teams – U6 and a U10 team 15 total players
- Remove snow for all city walks. Ice melt down, over the course of several days – snow abates for properties around the city
- Senior bowling / senior movies every Thursday (either/or) – 15-20 seniors bowling 35-40 seniors for movies
- Scheduled field rental for baseball fields 2015 season – PAL League / Omaha Mens League – over 60 + field rental dates.
- Baseball Fundamental classes every Tuesday and Friday 6:30 – 8:30 pm at Carter Lake Elementary School. Rotates between 9-10, 11-12, 13-14 year olds.

Meetings – Park Board Meeting Saturday Jan 24<sup>th</sup>

**Accomplishments – Mark and Ronnie helping family out of burning house on Q Street.**

This is just a summary of the monthly things the Parks Department has done. Any questions please feel free to contact me.

Chris Ethen

402-659-4475 Cell

712-847-0536 Office

chris.ethen@carterlake-ia.gov

# Carter Lake Parks and Recreation Monthly

## Report February 2015

- **Different day to day routine and duties throughout the month – trash removal Mondays and Fridays**
- Baseball Sign ups were Feb 5<sup>th</sup>, Feb 21<sup>st</sup>, and Feb 24th at City Hall.
- Remove snow for all city walks over the course of several days ( around 9 inches of snow). Ice melt down, over the course of several days – snow abates for properties around the city
- Senior bowling / senior movies every Thursday (either/or) – 15-20 seniors bowling 35-40 seniors for movies
- Scheduled field rental for baseball fields 2015 season – Westside Select League 25+ dates. With Mens League and Pal league – close to 90+ field rental dates.
- Discussed with several teams joining Carter Lake league – Treynor (11-12 team), CB Warriors (9-10, 13-14 teams) Crescent Rattlers (11-12 team) CB Panthers (13-14 team) (Terry Jackson – Bluejays teams 15-16 yr olds First time for Carter Lake at that age – if we can find teams to play)
- Set baseball scheduling date 3/21 at city hall to schedule games for CL Teams.
- **Still LOOKING FOR A SOCCER COACH FOR THE U10 SOCCER TEAM!!!!**
- Baseball Fundamental classes every Tuesday and Friday 6:30 – 8:30 pm at Carter Lake Elementary School. Rotates between 9-10, 11-12, 13-14 year olds. Keebie 9-10 coach, Scott Orsi 11-12 coach, Rick Steinspring 13-14 coach, (Will add more coaches if necessary – depends on teams)
- Painted inside of Field #1 and Field #2 concession stands – Bathrooms – utility room – ect.
- Docks on the lake will go out Late Feb – Early March
- Saved Brackets on old docks – over 100 docks – over 200 brackets.
- Helped with the building and breaking down and moving of New library circulation desk. (Late Jan – Early Feb)
- Fencing around new trees at ball diamonds to help prevent vandalizing (trees forever grant planted 48 trees in parks and around city)
- Met with Hauffs Sporting Goods ( Hats) Nebraska Sporting goods (Baseball uniforms/ soccer uniforms) and Coberlys (Baseball shirts/ soccer shirts) to discuss uniforms – pricing – images – ect.
- Met with Nebraska Sporting goods – Midwest sporting goods – need to order baseballs for upcoming season – bought balls from Neb sporting goods.

- Mulched all trees at Lakefront and Wavecrest (when weather was nice)
- Remove salt and sand from Parking lots – City Hall, Library, Senior Center
- Repaired/replaced cracked beam on swing set at Mabrey Park
- Edged Pitching Mound Field 1
- Snow removal at skate Park and Mabrey Basketball court – cleared for skaters and basketball
- Agrilime / rock work – leveling out field 1
- Repaired broken net at ballfield park – restructured net ties to keep net up / locked in place and can handle more weight – with help of ladder truck from fire dept.
- Sprayed rubber coating on slide edges (elephant slide) mabrey park – no sharp edges any more
- Caulked sinks at field #1
- Branch clean up on Reddick Street
- Odeys Field Turf Management class 2-27
- Painted / re painted park and ball field picnic tables
- Worked on 2015 budget with the mayor, members of council, park board, and Doreen to make numbers work for my department.
- Department Head meeting Feb 10.

Next Park Board Meeting : April

This is just a summary of the monthly things the Parks Department has done. Any questions please feel free to contact me.

Chris Ethen

402-659-4475 Cell

712-847-0536 Office

[chris.ethen@carterlake-ia.gov](mailto:chris.ethen@carterlake-ia.gov)

# March 2015

March 2015							April 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mar 1 - 7	Mar 1	2	3	4 1:00pm 1:30pm Safety Meeting in conference room off council chambers	5	6	7
	8	9 7:00pm 9:00pm Planning Bd Mtg	10	11 8:00am 8:30am 8:00 - 10:00 - CPR	12	13	14
Mar 8 - 14	15	16 7:00pm 9:00pm Council Meeting	17	18	19	20	21 Parks - Council Chamber
	22	23	24 8:00am 8:30am Dean Fornoff - in office all day to meet with people	25	26	27	28
Mar 15 - 21	29	30	31	Apr 1	2	3	4
	Mar 29 - Apr 4						

# April 2015

April 2015							May 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mar 29 - Apr 4	<b>Mar 29</b>	<b>30</b>	<b>31</b>	<b>Apr 1</b> 1:00pm 1:30pm Safety Meeting in conference room off council chambers	<b>2</b>	<b>3</b>	<b>4</b> MABREY - Easter Egg H
	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
Apr 5 - 11	<b>12</b>	<b>13</b> 7:00pm 9:00pm Planning Bd Mtg	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b> 4:30pm 5:00pm Movie Night - RC - 7:00 PM	<b>18</b>
	<b>19</b>	<b>20</b> 7:00pm 9:00pm Council Meeting	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
Apr 12 - 18	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>May 1</b>	<b>2</b>
Apr 19 - 25							
Apr 26 - May 2							

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

Name: La Quinta  
Address: 1201 Avenue H  
Carter Lake IA 51510  
Phone: 712-370-5978

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: \_\_\_\_\_

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

Parking At the Country Inn &  
Suites  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 Thursday prior to the meeting.**

Signature: Ricky Rescher Date: 3-12-2015

**For Office Use Only:**

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

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

## **Doreen Mowery**

---

**From:** herbcare@cox.net  
**Sent:** Thursday, March 12, 2015 10:24 AM  
**To:** Doreen Mowery  
**Subject:** Appearance in front of City Council Meeting

Hi Doreen: My wife and I (Dennis & Patty Moore, 180 Marina Court, Carter Lake, IA) request to appear in front of the Carter Lake City Council meeting set for Monday, March 16th, 2015. Subject: Our driveway, we were the only ones made to pour our driveway in a unsafe matter. We are submitting a claim for the city to pay for our driveway re-pour to correct the problem.

Thanks  
Denny Moore

Return Document To: City of Carter Lake, 950 Locust Street, Carter Lake, IA 51510  
Preparer Information: RICHARD F. OWEN LLC  
Address Tax Statement: 2350 GUILFORD LN  
SHAWNEE MISSION, KS 66208  
CITY OF CARTER LAKE, IOWA

PARCEL SPLIT

PROPERTY LINE ADJUSTMENT

PROPERTY OWNER #1 RICHARD F. OWEN LLC Telephone 816-994-8651  
Address 2350 GUILFORD LN  
SHAWNEE MISSION, KS 66208  
PROPERTY OWNER #2 \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_

Current legal description(s) or attachment(s):

Parcel # 754421352002  
Parcel # 754421352003  
754421352004

I certify that the information presented with this application is true and correct to the best of my knowledge.

Name RICHARD F. OWEN Name \_\_\_\_\_  
(please print) (please print)  
Signature Richard F. Owen Signature \_\_\_\_\_  
Address 2350 GUILFORD LN SHAWNEE MISSION Address \_\_\_\_\_  
Telephone 816-994-8651 Telephone KS 66208

FILING FEE Parcel Split - \$200.00 Property Line Adjustment \$100.00  
Nonrefundable - Make checks payable to Carter Lake City Clerk

DECISION

This application has been reviewed and it has been determined that said request is for a: Parcel Split Property Line Adjustment

This application is **APPROVED** **DENIED**  
consistent with the appropriate Chapter of \_\_\_\_\_ Subdivision Ordinance of the Municipal Code of the City of Carter Lake, Iowa.

\_\_\_\_\_  
Director Community Development Department Date \_\_\_\_\_

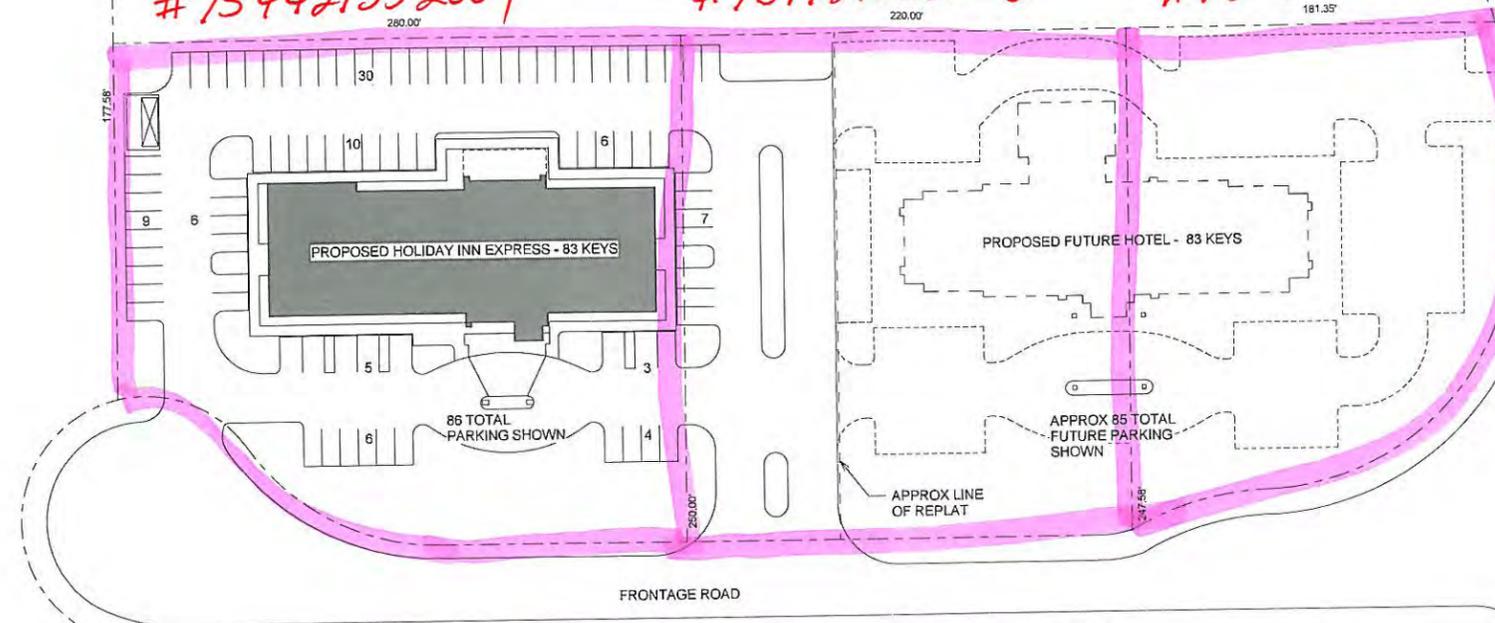
Notary Signature \_\_\_\_\_ Seal \_\_\_\_\_  
Fee # \_\_\_\_\_ Date \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

\* EXISTING LOTS

#754421352004

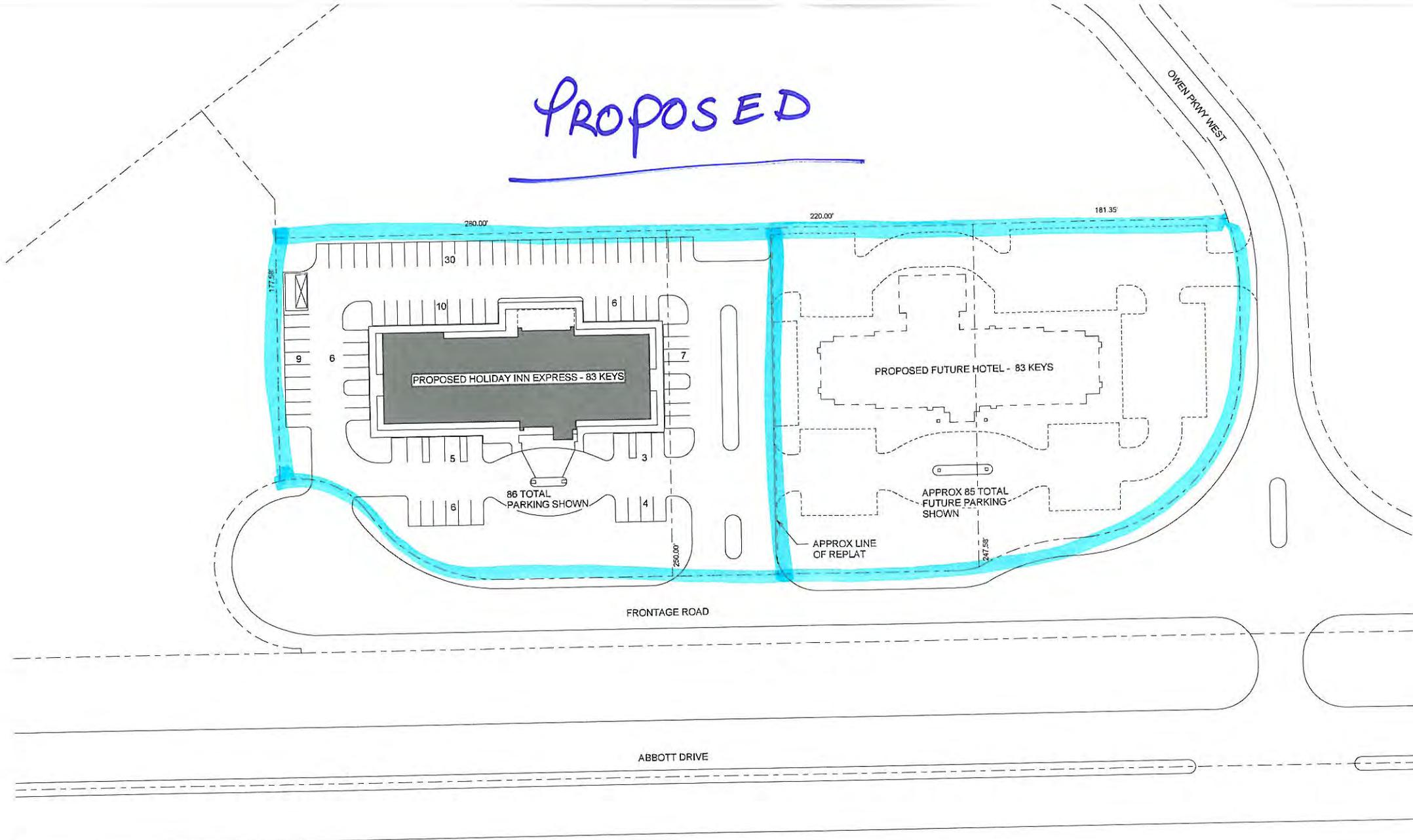
#754421352003

#754421352002



  SITE LAYOUT PLAN  
SCALE: 1" = 40'-0"

# PROPOSED



1  
A100

## SITE LAYOUT PLAN

SCALE: 1" = 40'-0"

**AGREEMENT FOR PRIVATE DEVELOPMENT**

**By and Between**

**CITY OF CARTER LAKE, IOWA**

**AND**

**OMA LODGING, LLC**

\_\_\_\_\_, 2015

**AGREEMENT  
FOR  
PRIVATE DEVELOPMENT**

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_ day of March, 2015, by and between the CITY OF CARTER LAKE, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2011, as amended (hereinafter called "Urban Renewal Act"), and OMA LODGING, LLC, an Iowa limited liability company (hereinafter known as "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Carter Lake Urban Renewal Area #5 (the "Area"), which is described in the Amended and Restated Carter Lake Urban Renewal Plan #5 approved for such area by Resolution No. 33-09 on June 15, 2009, as amended and any subsequent amendments thereto ("Urban Renewal Plan"); and

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

WHEREAS, Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

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

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area shall mean the area known as the Carter Lake Urban Renewal Area # 5, as amended and as amended from time to time.

Base Year Valuation shall mean that year in which Pottawattamie County established the base year valuation under the Urban Renewal Plan for the Area, which for the purposes of this Agreement, shall be deemed to be the assessed valuation of the Development Property in the year 2006.

Carter Lake Urban Renewal Tax Increment Revenue Fund #6 means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the obligations of the City otherwise incurred by the City for the projects undertaken pursuant to the Urban Renewal Plan for the Area and this Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement, and provided to Developer pursuant to Section 3.4 of this Agreement.

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

Code means the Code of Iowa, 2011, as amended.

Commencement Date means the date of this Agreement.

Developer means OMA Lodging, LLC, an Iowa limited liability company, and its successors and assigns.

Development Property means that portion of the Urban Renewal Area of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Minimum Private Improvements shall mean the Development Property and the construction of a Holiday Inn Express & Suites containing ninety (90) rooms and appropriate parking and support facilities. The construction of the Minimum Private Improvements is expected to be completed by March 1, 2016, and will require a total investment sufficient to support the Development Grants described herein. See Exhibit B. The parties agree that the assessed value for the existing property is \$399,582.50 (land and buildings) as of January 1, 2014; provided, however, the base year valuation for the purposes of determining the Tax Increments will be Base Year Valuation. The increased value after construction of the Minimum Private Improvements for the purpose of this Agreement is expected to be at least \$4,250,000.00 (land and buildings) (Minimum Actual Value), but the Pottawattamie County Assessor will make the final determination as to the value. The increased value, over and above Base Year

Valuation (land and buildings), that is attributed to the construction of the Minimum Private Improvements is the value upon which the Development Grants will be measured.

Ordinance means Ordinance No. 612, under which the taxes levied on the taxable property in the Area shall be divided and a portion paid into the Carter Lake Urban Renewal Tax Increment Revenue Fund #5, as amended.

Project shall mean the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

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

State means the State of Iowa.

Tax Increment(s) means the property tax revenues on the Development Property divided and made available to the City for deposit in the TIF Account of the Carter Lake Urban Renewal Tax Increment Revenue Fund #5 under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

TIF Account means a separate account within the Carter Lake Urban Renewal Tax Increment Revenue Fund #5 of the City in which there shall be deposited Tax Increments received by the City based upon the completion of the Minimum Private Improvements.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

a. Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

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

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

d. Developer will cause the Minimum Private Improvements to be constructed in substantial accordance with the terms of this Agreement and all local, State, and federal laws, ordinances and regulations.

e. Developer anticipates that this Project will result in the creation of an average of 6 to 8 full-time jobs and 8 to 12 part-time jobs within the City and the State of Iowa. The parties hereto understand and acknowledge that this projection is an estimate only and neither Developer, nor its tenant or operator, is under any obligation to maintain a certain employment level for the purposes of this Agreement except for the minimum six full time jobs and eight part-time jobs.

f. Developer will use its good faith reasonable efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations

which must be obtained or met before the Minimum Private Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$4,250,000.00.

h. Developer has the financial wherewithal to arrange for the successful construction of the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

i. Developer will reasonably cooperate with the City in the resolution of any traffic, storm water, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements; provided, however, Developer shall not be required to install, construct or pay for any additional public or private improvements other than the Minimum Improvements and those other improvements specifically set forth in this Agreement or any other agreement between the Developer and the City relating to the construction and installation of such public and private improvements.

j. Developer expects that, barring Unavoidable Delays, the Minimum Private Improvements will be completed by July 1, 2016. Notwithstanding the foregoing, the City recognizes and agrees that Developer may, in its sole discretion, cease the construction, development and/or operation of the Development Property and it is expressly agreed that nothing herein shall be construed to contain a covenant, either express or implied, to commence operation of a business or thereafter continuously operate a business on the Development Property.

k. Developer would not undertake its obligations under this Agreement without the payment by the City of the Development Grants being made to Developer pursuant to this Agreement.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Private Improvements. Developer agrees that it will cause the Minimum Private Improvements to be constructed on the Development Property in substantial conformance with the Construction Plans (defined below) submitted to the City. Developer agrees that the scope and scale of the Minimum Private Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Private Improvements as detailed and outlined in the Construction Plans, and the Minimum Private Improvements, together with the Public Improvements to be installed by the City, shall require a total investment sufficient to support the Development Grants described herein, which is anticipated to be approximately \$4,250,000.00.

Section 3.2. Construction Plans. Developer intends to retain a construction manager to coordinate the design assist process with the Developer's architectural firm and engineering firm. The construction manager will coordinate meetings periodically with representatives and

officials of the City to review the plan development for compliance with the City's building requirements. The final Building Construction Plans will be submitted to the City for review and final approval before construction begins.

Section 3.3 Minimum Private Improvement Construction Plans. The architectural building set plans (collectively, the "Building Construction Plans") for the Minimum Private Improvements will be submitted to the City on or before June 1, 2015, which Building Construction Plans shall be subject to approval by the City as provided in this Section 3.2.

Section 3.4 Minimum Private Improvements. The Building Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Private Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

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

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

Section 3.5. Commencement and Completion of Construction of Minimum Private Improvements. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Private Improvements to be undertaken and substantially completed: (i) by no later than July 1, 2016; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Private Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Private Improvements to inspect such construction and the progress thereof.

Section 3.6. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Private Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause the completion of construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Private Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Upon the issuance of the Certificate of completion, the public improvements described in the Public Improvement Plans shall be unconditionally and fully conveyed and dedicated to the City. All such Public Improvements and perpetual maintenance thereof will be accepted by the City according to the City's standard specifications. Notwithstanding the foregoing, the Developer shall retain ownership of the Minimum Private Improvements located and to be constructed on the Development Property.

#### ARTICLE IV. RESERVED

#### ARTICLE V. INSURANCE

##### Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Private Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, their directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Private Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Private Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Private Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V shall be taken out and maintained in responsible insurance companies selected by Developer, who are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements. With respect to the insurance requirements set forth herein for the Minimum Private Improvements, the insurance may terminate upon the Termination Date.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Private Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Private Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the net proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Private Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

## ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of the Development Property. Developer will maintain, preserve, and keep the Development Property, including but not limited to the Minimum Private Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Minimum Private Improvements.

Section 6.3. Non-Discrimination. In the construction of the Minimum Private Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered

and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. In addition to the standard of behavior set out above regarding non-discrimination the Developer when undertaking the aforementioned activities shall act in a fashion consistent with all applicable state and local laws governing discrimination.

Section 6.4. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.5. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall, at the written request of the City, annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Private Improvements have been paid for the prior fiscal year and for all taxes due and payable as of the date of the annual certification for the current fiscal year; (ii) a certification that, to the best of such officer's knowledge, the Development Property is being operated in conformance with all applicable local, state and federal laws and regulations; and (iii) a certification that, to the best of such officer's knowledge, as of the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. If the City requests that Developer provide certification, such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2017 and ending on November 1, 2029, both dates inclusive, and Developer shall provide supporting information for its annual certification upon request of the City. See Exhibit E for the required form of Annual Certification.

Section 6.6. Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) (2011) specifying the Assessor's Minimum Actual Value for the Minimum Private Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit F ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, the Developer shall agree to a minimum actual value for the Minimum Private Improvements to be constructed on Development Property of not less than Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) (land and buildings) as of January 1, 2017, until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value". Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Assessor's Minimum Actual Value nor prohibit the Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that in the event that

Developer shall seek and obtain a reduction of such actual value below the Assessor's Minimum Actual Value in any year during the term of the Assessment Agreement, the amount of the Development Grants available to Developer shall be adjusted accordingly. The Assessment Agreement shall remain in effect until January 1, 2030 for collection of taxes in fiscal year 2030-2031 ("Assessment Agreement Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) and shall be filed for record in the office of the Pottawattamie County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or lienholder, as well as all prior lienholders, each of which prior lienholders shall sign a consent to the Minimum Assessment Agreement. Note that the above is based on the first full assessment of the Minimum Private Improvements on January 1, 2017. If the completion of the Minimum Private Improvements is delayed so that the Minimum Private Improvements are not fully assessed as of January 1, 2017, then the dates outlined above will adjust accordingly.

#### ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Private Improvements from property tax liability. Nor can the Development Property or Minimum Private Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

#### ARTICLE VIII. DEVELOPMENT GRANTS

##### Section 8.1. Development Grants.

For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement:

(a) to assume an obligation to make up to twelve (12) consecutive annual payments of Development Grants to Developer of 100% of the available Tax Increments generated upon construction of the Minimum Private Improvements, but not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00) in the aggregate over the twelve (12) year term, under the following formula:

(i) Assuming the completion of the Minimum Private Improvements by July 1, 2016 and full assessment of the Minimum Private Improvements on January 1, 2017, and debt certification by the City to the Auditor prior to December 1, 2017, the Development Grants shall commence on July 1, 2018 and end on July 1, 2030, pursuant to Section 403.19 of the Urban Renewal Act, but in no event shall the Development Grants exceed twelve (12) years in the aggregate.

Each annual payment shall be equal in amount to 100% of the available Tax Increments collected by the City with respect to the Minimum Private Improvements on the Development Property under the terms of the Ordinance and deposited into TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Private Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Development Grants").

The Parties recognize that the Minimum Private Improvements consist of the construction of a hotel as described herein . The construction of the Minimum Private Improvements is expected to be completed by July 1, 2016 and will require a total investment sufficient to support the Development Grants described herein, which investment is anticipated to be approximately \$4,250,000.00. For the purposes of this Agreement, the assessed value of the Existing Facilities will not be considered for any Development Grants. See Exhibit B. The parties agree that the assessed value for the Existing Facility was \$399,582.00 (land and buildings) as of January 1, 2014; provided, however, for the purposes of determining the Tax Increments, the Base Year Valuation for the Development Property shall apply. The increased value after construction of the Minimum Private Improvements for the purpose of this Agreement is expected to be at least \$4,250,000.00 (land and buildings) (Minimum Actual Value) but the Pottawattamie County Assessor will make the final determination as to the value. The increased value, over and above \$399,582 (land and buildings), that is attributed to the construction of the Minimum Private Improvements is the value upon which the Development Grants will be measured.

The Development Grants are only for the Minimum Private Improvements described in this Agreement (to be substantially completed by July 1, 2016) and not any future expansions, which, to be eligible for Development Grants, would be the subject of an amendment or new agreement and subject to the sole discretion of the City.

The payments for Development Grants are based on the first full assessment of the Minimum Private Improvements on January 1, 2017. If the completion of the Minimum Private Improvements is delayed so that the Minimum Private Improvements are not fully assessed as of January 1, 2017, then the Development Grants will not begin as scheduled above, it being understood and agreed by the parties hereto that the intent of this Agreement to provide the Developer with the Development Grants for a maximum of

twelve (12) years after the completion of the Minimum Private Improvements. In no event shall the City certify a request for Tax Increment to the County until the Minimum Private Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the Minimum Private Improvements are first fully assessed and to do so no later than November 1 after the January 1 when the Minimum Private Improvements are first fully assessed as anticipated in Section 6.5 of this Agreement. See Exhibit E for the form of Annual Certification that is required.

b. The obligation of the City to make a Development Grant in any year shall be subject to and conditioned upon (a) substantial compliance with the terms of this Agreement, and (b) timely filing by the Developer of the annual certification required under Section 6.6 hereof, if required in writing by the City, and the Council's approval thereof. After the Minimum Private Improvements are first fully assessed and if in compliance with this Agreement, if Developer's annual certifications are timely filed upon the written request of the City and contain the information required under Section 6.6 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer. (Example: If City files its certification to the County on December 1, 2017, the first Development Grant would be paid to Developer on July 1, 2018 for FY July 1, 2018 - July 1, 2019 Tax Increment). Compliance with the terms and conditions of this Agreement is a condition precedent to a Development Grant. As an example, if property taxes are not paid, the Developer is not eligible for a Development Grant.

c. The aggregate amount of the Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of all Tax Increments collected in respect of the assessments imposed on the Minimum Private Improvements as of January 1, 2017 (assuming full assessment as of that date) and on January 1 of each of the following eleven (11) years, but in no event shall exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00). Development Grants shall at all times be subject to suspension and termination in accordance with the terms of this Article VIII and Article X. Thereafter the taxes levied on the Minimum Private Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

It is recognized by all Parties that the actual payment amounts will be determined after the Minimum Improvements are completed and the valuation of said Minimum Private Improvements have been determined by the County Assessor. If requested by either the City or the Developer, this Agreement shall be amended to memorialize the economic intent of this Agreement to provide Development Grants to the Developer for the full twelve (12) years after the Development Property is fully assessed.

d. In the event that an Event of Default occurs, or any certification filed by Developer under Section 6.6 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured under the provisions of Section 10.2 (or an event that, with the passage of time or giving of notice, or both, would

become an Event of Default that cannot reasonably be cured under the provisions of Section 10.2), the City shall have no obligation thereafter to make any payments to Developer in respect of the Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

e. Each annual certification filed by Developer under Section 6.5 hereof, if requested in writing by the City, shall be considered separately in determining whether the City shall make any of the Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for a Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Development Grants only if Developer fully complies with the provisions hereof and becomes entitled thereto.

f. In the event that the annual certifications required to be delivered by the Developer under Section 6.5 hereof, if requested in writing by the City, are not delivered to the City by November 1 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Development Grant may be made to the Developer in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing.

#### Section 8.2. Source of Grant Funds Limited.

a. The Development Grants shall be payable from and secured solely and only by amounts deposited and held in TIF Account of the Carter Lake Urban Renewal Tax Increment Revenue Fund #5 of the City generated from the Development Property described herein. The City hereby covenants and, subject to this Article, agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Private Improvements and allocated to TIF Account to pay the Development Grants, as and to the extent set forth in this Article hereof. The Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

Each Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of

this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make a Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Private Improvements to fund a Development Grant to Developer, as contemplated under said Section 8.1, is no longer authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon receipt of any such opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation continues for a period during which two (2) annual Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

c. The City makes no representation with respect to the amounts that may finally be paid to Developer as the Development Grants, and under no circumstances shall the City in any manner be liable to Developer so long as the City timely applies the appropriate percentage of Tax Increments actually collected and held in TIF Account (regardless of the amounts thereof) to the payment of the corresponding Development Grants to Developer as and to the extent described in this Article.

Section 8.3. Real Property Taxes. Developer and its successors shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property and Minimum Private Improvements. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Private Improvements, Developer, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings provided such proceedings relate solely to the subject matter and content set forth in this Agreement; and

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

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenant and agree that the indemnified parties shall not be liable for, and agree to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

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

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Private Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

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

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

## ARTICLE X. REMEDIES

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

a. Failure by Developer to cause the construction of the Minimum Private Improvements to be completed pursuant to the terms and conditions of this Agreement;

b. Failure by Developer to comply with Sections 6.6 (if compliance is requested by City) or 6.7 of this Agreement.

c. Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Private Improvements;

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

e. Developer shall:

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

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

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

or

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

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

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

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

b. The City may terminate this Agreement.

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

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

Section 10.5. Agreement to Pay Fees and Expenses.

a. Developer shall pay the City's attorney's fees in the amount of \$15,000.00 within ten (10) business days after the full execution of this Agreement, and the City's reasonable engineering fees, as invoiced, from time to time, associated with this Agreement; and

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

Section 10.6 Default by City. Should the City default under the terms of this Agreement, Developer shall have any rights allowed by the laws of the State of Iowa.

ARTICLE XI. RESERVED

## ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally.

- a. In the case of Developer, is addressed or delivered personally to:

Mike Works  
6007 Norman Road  
Lincoln, NE 68512

- b. In the case of the City, is addressed to or delivered personally to the City at 950 Locust Street, Carter Lake, Iowa 51510; Attn: City Clerk; and its attorney, Joe Thornton, 35 Main Place Bldg. #300, P.O. Box 249, Council Bluffs, Iowa 51502.

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

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on July 1, 2030, unless extended or terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The Developer shall reimburse the City for all costs of recording.

Section 12.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

*[Signatures on following pages; remainder of page intentionally left blank]*

(SEAL)

CITY OF CARTER LAKE, IOWA

By: \_\_\_\_\_  
Gerald Waltrip, Mayor

ATTEST:

By: \_\_\_\_\_  
Doreen Mowery, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me a Notary Public in and for said State, personally appeared Gerald Waltrip and Doreen Mowery, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Carter Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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



## **LIST OF EXHIBITS**

<u>Exhibit A</u>	Development Property
<u>Exhibit B</u>	Minimum Private Improvements
<u>Exhibit C</u>	Certificate of Completion
<u>Exhibit D</u>	Memorandum of Agreement for Private Development
<u>Exhibit E</u>	Developer Annual Certification
<u>Exhibit F</u>	Minimum Assessment Agreement

**EXHIBIT A**  
**DEVELOPMENT PROPERTY**

The Development Property that the Minimum Private Improvements are being built on is described as consisting of a portion of the following legally property located in Carter Lake, Pottawattamie County, Iowa:

**EXHIBIT B**  
**MINIMUM PRIVATE IMPROVEMENTS**

Minimum Private Improvements shall mean the construction of an 85-90 room Holiday Inn Express & Suites with the following amenities:

- 4-story building constructed of brick and EFIS
- Indoor pool, hot tub
- Exercise Facility
- Meeting room
- Guest laundry
- Parking

**EXHIBIT C**  
**CERTIFICATE OF COMPLETION**

WHEREAS, the City of Carter Lake, Iowa (the "City") and OMA Lodging, LLC (the "Developer"), a limited liability company, having an office for the transaction of business at \_\_\_\_\_, Carter Lake, Iowa, did on or about the \_\_\_\_ day of \_\_\_\_\_, 2015, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop certain real property located within the City and as more particularly described as follows:

\_\_\_\_\_ (the "Development Property"); and

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

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

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Private Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Pottawattamie County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Private Improvements on the Development Property.

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

*[Signatures on following pages; remainder of page intentionally left blank]*

(SEAL)

CITY OF CARTER LAKE, IOWA

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

ATTEST:

By: \_\_\_\_\_  
Doreen Mowery, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_ and Doreen Mowery, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carter Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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

**EXHIBIT D**  
**MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT**

WHEREAS, the City of Carter Lake, Iowa (the "City") and OMA Lodging, LLC, a limited liability company (the "Developer"), having an office for the transaction of business at \_\_\_\_\_, Carter Lake, Iowa, did on or about the \_\_\_\_ day of \_\_\_\_\_, 2015, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

\_\_\_\_\_ (the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2015 and terminates December 31, 20\_\_\_\_, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the \_\_\_\_ day of \_\_\_\_\_, 2015.

(SEAL)

CITY OF CARTER LAKE, IOWA

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

ATTEST:

By: \_\_\_\_\_  
Doreen Mowery, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_ and Doreen Mowery, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carter Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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

OMA LODGING, LLC

By: \_\_\_\_\_, President

ATTEST:

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

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the President and \_\_\_\_\_, respectively, of OMA Lodging, LLC, and that said instrument was signed on behalf of said limited liability; and that the said \_\_\_\_\_ and \_\_\_\_\_, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

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

**EXHIBIT E**  
**DEVELOPER ANNUAL CERTIFICATION**

ANNUAL CERTIFICATION (due upon the written request of the City before November 1st of each year as required under terms of Development Agreement)

The Developer certifies the following:

A. During the time period covered by this Certification, the Developer was and is in compliance with Section 6.7 as follows:

(i) All ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been paid for the prior fiscal year and for all taxes due and payable as of the date of the annual certification for the current fiscal year and attached to this Annual Certification are proof of payment of said taxes;

(ii) to the best of the undersigned's knowledge, the Development Property is being operated in conformance with all applicable local, state and federal laws and regulations; and

(iii) to the best of the undersigned's knowledge, as of the date hereof, and during the preceding twelve (12) months, the undersigned certifies that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period.

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

OMA LODGING, LLC

By: \_\_\_\_\_  
\_\_\_\_\_, President

Attachment: Proof of Payment of Taxes

ATTEST:

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

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the President and \_\_\_\_\_, respectively, of OMA Lodging, LLC and that said instrument was signed on behalf of said limited liability company; and that the said \_\_\_\_\_ and \_\_\_\_\_, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

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

**Attachments: (a) Proof of payment of taxes**

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

THIS MINIMUM ASSESSMENT AGREEMENT ("Assessment Agreement"), is dated as of this the \_\_\_\_ day of \_\_\_\_\_, 2015, by and among the City of Carter Lake, Iowa (the "City") and OMA Lodging, LLC, a limited liability company (the "Developer"), having an office for the transaction of business at \_\_\_\_\_, Carter Lake, Iowa.

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of \_\_\_\_\_, 2015 (the "Agreement" or "Development Agreement") regarding certain real property located in the County, legally described as:

\_\_\_\_\_ (the "Development Property"); and

WHEREAS, it is contemplated that Developer will undertake the construction of Minimum Improvements (as defined in the Development Agreement) in the nature of an 85-90 room Holiday Inn & Suites, as provided in the Development Agreement; and

WHEREAS, the Developer agrees to construct the Minimum Private Improvements on the Development Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and the Developer desire to establish a minimum actual value for the Minimum Private Improvements to be constructed on the Development Property by the Developer pursuant to the Development Agreement; and

WHEREAS, the Developer agrees to be bound to the Minimum Actual Value of the Minimum Private Improvements of this Assessment Agreement; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Private Improvements that are contemplated will be erected.

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

1. Upon substantial completion of construction of the above-referenced Minimum Private Improvements, the minimum actual taxable value which shall be fixed for assessment purposes for the Development Property and the Minimum Private Improvements to be constructed thereon shall be not less than Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) (hereafter referred to as the "Minimum Actual Value").

The Developer agrees that the Minimum Actual Value shall continue to be effective until January 1, 2029 for collection of taxes in fiscal year 2030-2031 (the "Assessment Agreement Termination Date").

2. The Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Private Improvements pursuant to the provisions of this Assessment Agreement and the Development Agreement.

3. The Developer agrees that, prior to the Termination Date, they will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Minimum Private Improvements determined by any tax official to be applicable to the Development Property or the Minimum Private Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, exemption, abatement, or roll back, either presently or prospectively authorized under Iowa Code Chapters 403, 404 or 427B, or any other local or State or federal law, with respect to the taxation of real property, including improvements and fixtures thereon, contained on the Development Property or the Minimum Private Improvements between the date of execution of this Agreement and the Termination Date.

4. This Assessment Agreement shall be promptly recorded by the City with the Recorder of Pottawattamie County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and this Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

5. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement. The capitalized terms in this Assessment Agreement have the same meaning as defined in the Development Agreement.

6. This Assessment Agreement shall not be assignable without the consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7. Nothing herein shall be deemed to waive the rights of the Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In the event that Developer shall seek and obtain a reduction of such actual value below the Assessor's Minimum Actual Value in any year during the term of the Assessment Agreement, the amount of the Development

Grants available to Developer shall be adjusted accordingly. This Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

8. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

9. The Minimum Actual Value herein established shall be of no further force and effect and this Assessment Agreement shall terminate on the Assessment Agreement Termination Date set forth in Section 1 above.

10. Developer has provided a title opinion to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

**[Signatures start on Next Page]**

(SEAL)

CITY OF CARTER LAKE, IOWA

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

ATTEST:

By: \_\_\_\_\_  
Doreen Mowery, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_ and Doreen Mowery, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carter Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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

OMA LODGING, LLC

By: \_\_\_\_\_,  
\_\_\_\_\_, President

ATTEST:

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

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the President and \_\_\_\_\_, respectively, of OMA Lodging, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said \_\_\_\_\_ and \_\_\_\_\_, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

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



**AGREEMENT FOR PRIVATE DEVELOPMENT**

**By and Between**

**CITY OF CARTER LAKE, IOWA**

**AND**

**OMA LODGING 2, LLC**

\_\_\_\_\_, 20\_\_\_\_

**AGREEMENT  
FOR  
PRIVATE DEVELOPMENT**

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF CARTER LAKE, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2011, as amended (hereinafter called "Urban Renewal Act"), and OMA LODGING 2, LLC, an Iowa limited liability company (hereinafter known as "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Carter Lake Urban Renewal Area #5 (the "Area"), which is described in the Amended and Restated Carter Lake Urban Renewal Plan #5 approved for such area by Resolution No. 33-09 on June 15, 2009, as amended and any subsequent amendments thereto ("Urban Renewal Plan"); and

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

WHEREAS, Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

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

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area shall mean the area known as the Carter Lake Urban Renewal Area # 5, as amended and as amended from time to time.

Base Year Valuation shall mean that year in which Pottawattamie County established the base year valuation under the Urban Renewal Plan for the Area, which for the purposes of this Agreement, shall be deemed to be the assessed valuation of the Development Property in the year 2006.

Carter Lake Urban Renewal Tax Increment Revenue Fund #6 means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the obligations of the City otherwise incurred by the City for the projects undertaken pursuant to the Urban Renewal Plan for the Area and this Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement, and provided to Developer pursuant to Section 3.4 of this Agreement.

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

Code means the Code of Iowa, 2011, as amended.

Commencement Date means the date of this Agreement.

Developer means OMA Lodging 2, LLC, an Iowa limited liability company, and its successors and assigns.

Development Property means that portion of the Urban Renewal Area of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Minimum Private Improvements shall mean the Development Property and the construction of a Holiday Inn Express & Suites containing ninety (90) rooms and appropriate parking and support facilities. The construction of the Minimum Private Improvements is expected to be completed by March 1, 2017, and will require a total investment sufficient to support the Development Grants described herein. See Exhibit B. The parties agree that the assessed value for the existing property is \$399,582.50 (land and buildings) as of January 1, 2014; provided, however, the base year valuation for the purposes of determining the Tax Increments will be Base Year Valuation. The increased value after construction of the Minimum Private Improvements for the purpose of this Agreement is expected to be at least \$4,250,000.00 (land and buildings) (Minimum Actual Value), but the Pottawattamie County Assessor will make the final determination as to the value. The increased value, over and above Base Year

Valuation (land and buildings), that is attributed to the construction of the Minimum Private Improvements is the value upon which the Development Grants will be measured.

Ordinance means Ordinance No. 612, under which the taxes levied on the taxable property in the Area shall be divided and a portion paid into the Carter Lake Urban Renewal Tax Increment Revenue Fund #5, as amended.

Project shall mean the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

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

State means the State of Iowa.

Tax Increment(s) means the property tax revenues on the Development Property divided and made available to the City for deposit in the TIF Account of the Carter Lake Urban Renewal Tax Increment Revenue Fund #5 under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

TIF Account means a separate account within the Carter Lake Urban Renewal Tax Increment Revenue Fund #5 of the City in which there shall be deposited Tax Increments received by the City based upon the completion of the Minimum Private Improvements.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

a. Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

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

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

d. Developer will cause the Minimum Private Improvements to be constructed in substantial accordance with the terms of this Agreement and all local, State, and federal laws, ordinances and regulations.

e. Developer anticipates that this Project will result in the creation of an average of 6 to 8 full-time jobs and 8 to 12 part-time jobs within the City and the State of Iowa. The parties hereto understand and acknowledge that this projection is an estimate only and neither Developer, nor its tenant or operator, is under any obligation to maintain a certain employment level for the purposes of this Agreement except for the minimum six full time jobs and eight part-time jobs.

f. Developer will use its good faith reasonable efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations

which must be obtained or met before the Minimum Private Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$4,250,000.00.

h. Developer has the financial wherewithal to arrange for the successful construction of the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

i. Developer will reasonably cooperate with the City in the resolution of any traffic, storm water, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements; provided, however, Developer shall not be required to install, construct or pay for any additional public or private improvements other than the Minimum Improvements and those other improvements specifically set forth in this Agreement or any other agreement between the Developer and the City relating to the construction and installation of such public and private improvements.

j. Developer expects that, barring Unavoidable Delays, the Minimum Private Improvements will be completed by July 1, 2017. Notwithstanding the foregoing, the City recognizes and agrees that Developer may, in its sole discretion, cease the construction, development and/or operation of the Development Property and it is expressly agreed that nothing herein shall be construed to contain a covenant, either express or implied, to commence operation of a business or thereafter continuously operate a business on the Development Property.

k. Developer would not undertake its obligations under this Agreement without the payment by the City of the Development Grants being made to Developer pursuant to this Agreement.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Private Improvements. Developer agrees that it will cause the Minimum Private Improvements to be constructed on the Development Property in substantial conformance with the Construction Plans (defined below) submitted to the City. Developer agrees that the scope and scale of the Minimum Private Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Private Improvements as detailed and outlined in the Construction Plans, and the Minimum Private Improvements, together with the Public Improvements to be installed by the City, shall require a total investment sufficient to support the Development Grants described herein, which is anticipated to be approximately \$4,250,000.00.

Section 3.2. Construction Plans. Developer intends to retain a construction manager to coordinate the design assist process with the Developer's architectural firm and engineering firm. The construction manager will coordinate meetings periodically with representatives and

officials of the City to review the plan development for compliance with the City's building requirements. The final Building Construction Plans will be submitted to the City for review and final approval before construction begins.

Section 3.3 Minimum Private Improvement Construction Plans. The architectural building set plans (collectively, the "Building Construction Plans") for the Minimum Private Improvements will be submitted to the City on or before June 1, 2016, which Building Construction Plans shall be subject to approval by the City as provided in this Section 3.2.

Section 3.4 Minimum Private Improvements. The Building Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Private Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

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

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

Section 3.5. Commencement and Completion of Construction of Minimum Private Improvements. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Private Improvements to be undertaken and substantially completed: (i) by no later than July 1, 2017; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Private Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Private Improvements to inspect such construction and the progress thereof.

Section 3.6. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Private Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause the completion of construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Private Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Upon the issuance of the Certificate of completion, the public improvements described in the Public Improvement Plans shall be unconditionally and fully conveyed and dedicated to the City. All such Public Improvements and perpetual maintenance thereof will be accepted by the City according to the City's standard specifications. Notwithstanding the foregoing, the Developer shall retain ownership of the Minimum Private Improvements located and to be constructed on the Development Property.

#### ARTICLE IV. RESERVED

#### ARTICLE V. INSURANCE

##### Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Private Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, their directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Private Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Private Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Private Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V shall be taken out and maintained in responsible insurance companies selected by Developer, who are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements. With respect to the insurance requirements set forth herein for the Minimum Private Improvements, the insurance may terminate upon the Termination Date.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Private Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Private Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the net proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Private Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

## ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of the Development Property. Developer will maintain, preserve, and keep the Development Property, including but not limited to the Minimum Private Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Minimum Private Improvements.

Section 6.3. Non-Discrimination. In the construction of the Minimum Private Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered

and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. In addition to the standard of behavior set out above regarding non-discrimination the Developer when undertaking the aforementioned activities shall act in a fashion consistent with all applicable state and local laws governing discrimination.

Section 6.4. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.5. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall, at the written request of the City, annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Private Improvements have been paid for the prior fiscal year and for all taxes due and payable as of the date of the annual certification for the current fiscal year; (ii) a certification that, to the best of such officer's knowledge, the Development Property is being operated in conformance with all applicable local, state and federal laws and regulations; and (iii) a certification that, to the best of such officer's knowledge, as of the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. If the City requests that Developer provide certification, such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2017 and ending on November 1, 2029, both dates inclusive, and Developer shall provide supporting information for its annual certification upon request of the City. See Exhibit E for the required form of Annual Certification.

Section 6.6. Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) (2011) specifying the Assessor's Minimum Actual Value for the Minimum Private Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit F ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, the Developer shall agree to a minimum actual value for the Minimum Private Improvements to be constructed on Development Property of not less than Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) (land and buildings) as of January 1, 2017, until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value". Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Assessor's Minimum Actual Value nor prohibit the Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that in the event that

Developer shall seek and obtain a reduction of such actual value below the Assessor's Minimum Actual Value in any year during the term of the Assessment Agreement, the amount of the Development Grants available to Developer shall be adjusted accordingly. The Assessment Agreement shall remain in effect until January 1, 2030 for collection of taxes in fiscal year 2030-2031 ("Assessment Agreement Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) and shall be filed for record in the office of the Pottawattamie County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or lienholder, as well as all prior lienholders, each of which prior lienholders shall sign a consent to the Minimum Assessment Agreement. Note that the above is based on the first full assessment of the Minimum Private Improvements on January 1, 2017. If the completion of the Minimum Private Improvements is delayed so that the Minimum Private Improvements are not fully assessed as of January 1, 2017, then the dates outlined above will adjust accordingly.

#### ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Private Improvements from property tax liability. Nor can the Development Property or Minimum Private Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

#### ARTICLE VIII. DEVELOPMENT GRANTS

##### Section 8.1. Development Grants.

For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement:

(a) to assume an obligation to make up to twelve (12) consecutive annual payments of Development Grants to Developer of 100% of the available Tax Increments generated upon construction of the Minimum Private Improvements, but not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00) in the aggregate over the twelve (12) year term, under the following formula:

(i) Assuming the completion of the Minimum Private Improvements by July 1, 2016 and full assessment of the Minimum Private Improvements on January 1, 2017, and debt certification by the City to the Auditor prior to December 1, 2017, the Development Grants shall commence on July 1, 2018 and end on July 1, 2030, pursuant to Section 403.19 of the Urban Renewal Act, but in no event shall the Development Grants exceed twelve (12) years in the aggregate.

Each annual payment shall be equal in amount to 100% of the available Tax Increments collected by the City with respect to the Minimum Private Improvements on the Development Property under the terms of the Ordinance and deposited into TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Private Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Development Grants").

The Parties recognize that the Minimum Private Improvements consist of the construction of a hotel as described herein . The construction of the Minimum Private Improvements is expected to be completed by July 1, 2017 and will require a total investment sufficient to support the Development Grants described herein, which investment is anticipated to be approximately \$4,250,000.00. For the purposes of this Agreement, the assessed value of the Existing Facilities will not be considered for any Development Grants. See Exhibit B. The parties agree that the assessed value for the Existing Facility was \$399,582.00 (land and buildings) as of January 1, 2014; provided, however, for the purposes of determining the Tax Increments, the Base Year Valuation for the Development Property shall apply. The increased value after construction of the Minimum Private Improvements for the purpose of this Agreement is expected to be at least \$4,250,000.00 (land and buildings) (Minimum Actual Value) but the Pottawattamie County Assessor will make the final determination as to the value. The increased value, over and above \$399,582 (land and buildings), that is attributed to the construction of the Minimum Private Improvements is the value upon which the Development Grants will be measured.

The Development Grants are only for the Minimum Private Improvements described in this Agreement (to be substantially completed by July 1, 2017) and not any future expansions, which, to be eligible for Development Grants, would be the subject of an amendment or new agreement and subject to the sole discretion of the City.

The payments for Development Grants are based on the first full assessment of the Minimum Private Improvements on January 1, 2017. If the completion of the Minimum Private Improvements is delayed so that the Minimum Private Improvements are not fully assessed as of January 1, 2017, then the Development Grants will not begin as scheduled above, it being understood and agreed by the parties hereto that the intent of this Agreement to provide the Developer with the Development Grants for a maximum of

twelve (12) years after the completion of the Minimum Private Improvements. In no event shall the City certify a request for Tax Increment to the County until the Minimum Private Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the Minimum Private Improvements are first fully assessed and to do so no later than November 1 after the January 1 when the Minimum Private Improvements are first fully assessed as anticipated in Section 6.5 of this Agreement. See Exhibit E for the form of Annual Certification that is required.

b. The obligation of the City to make a Development Grant in any year shall be subject to and conditioned upon (a) substantial compliance with the terms of this Agreement, and (b) timely filing by the Developer of the annual certification required under Section 6.6 hereof, if required in writing by the City, and the Council's approval thereof. After the Minimum Private Improvements are first fully assessed and if in compliance with this Agreement, if Developer's annual certifications are timely filed upon the written request of the City and contain the information required under Section 6.6 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer. (Example: If City files its certification to the County on December 1, 2017, the first Development Grant would be paid to Developer on July 1, 2018 for FY July 1, 2018 - July 1, 2019 Tax Increment). Compliance with the terms and conditions of this Agreement is a condition precedent to a Development Grant. As an example, if property taxes are not paid, the Developer is not eligible for a Development Grant.

c. The aggregate amount of the Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of all Tax Increments collected in respect of the assessments imposed on the Minimum Private Improvements as of January 1, 2017 (assuming full assessment as of that date) and on January 1 of each of the following eleven (11) years, but in no event shall exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00). Development Grants shall at all times be subject to suspension and termination in accordance with the terms of this Article VIII and Article X. Thereafter the taxes levied on the Minimum Private Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

It is recognized by all Parties that the actual payment amounts will be determined after the Minimum Improvements are completed and the valuation of said Minimum Private Improvements have been determined by the County Assessor. If requested by either the City or the Developer, this Agreement shall be amended to memorialize the economic intent of this Agreement to provide Development Grants to the Developer for the full twelve (12) years after the Development Property is fully assessed.

d. In the event that an Event of Default occurs, or any certification filed by Developer under Section 6.6 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured under the provisions of Section 10.2 (or an event that, with the passage of time or giving of notice, or both, would

become an Event of Default that cannot reasonably be cured under the provisions of Section 10.2), the City shall have no obligation thereafter to make any payments to Developer in respect of the Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

e. Each annual certification filed by Developer under Section 6.5 hereof, if requested in writing by the City, shall be considered separately in determining whether the City shall make any of the Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for a Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Development Grants only if Developer fully complies with the provisions hereof and becomes entitled thereto.

f. In the event that the annual certifications required to be delivered by the Developer under Section 6.5 hereof, if requested in writing by the City, are not delivered to the City by November 1 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Development Grant may be made to the Developer in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing.

#### Section 8.2. Source of Grant Funds Limited.

a. The Development Grants shall be payable from and secured solely and only by amounts deposited and held in TIF Account of the Carter Lake Urban Renewal Tax Increment Revenue Fund #5 of the City generated from the Development Property described herein. The City hereby covenants and, subject to this Article, agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Private Improvements and allocated to TIF Account to pay the Development Grants, as and to the extent set forth in this Article hereof. The Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

Each Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of

this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make a Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Private Improvements to fund a Development Grant to Developer, as contemplated under said Section 8.1, is no longer authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon receipt of any such opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation continues for a period during which two (2) annual Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

c. The City makes no representation with respect to the amounts that may finally be paid to Developer as the Development Grants, and under no circumstances shall the City in any manner be liable to Developer so long as the City timely applies the appropriate percentage of Tax Increments actually collected and held in TIF Account (regardless of the amounts thereof) to the payment of the corresponding Development Grants to Developer as and to the extent described in this Article.

Section 8.3. Real Property Taxes. Developer and its successors shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property and Minimum Private Improvements. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Private Improvements, Developer, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings provided such proceedings relate solely to the subject matter and content set forth in this Agreement; and

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

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenant and agree that the indemnified parties shall not be liable for, and agree to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

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

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Private Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

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

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

## ARTICLE X. REMEDIES

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

a. Failure by Developer to cause the construction of the Minimum Private Improvements to be completed pursuant to the terms and conditions of this Agreement;

b. Failure by Developer to comply with Sections 6.6 (if compliance is requested by City) or 6.7 of this Agreement.

c. Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Private Improvements;

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

e. Developer shall:

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

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

iii. admit in writing its inability to pay its debts generally as they become due; or

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

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

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take

any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

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

b. The City may terminate this Agreement.

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

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

Section 10.5. Agreement to Pay Fees and Expenses.

a. Developer shall pay the City's attorney's fees in the amount of \$15,000.00 within ten (10) business days after the full execution of this Agreement, and the City's reasonable engineering fees, as invoiced, from time to time, associated with this Agreement; and

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

Section 10.6 Default by City. Should the City default under the terms of this Agreement, Developer shall have any rights allowed by the laws of the State of Iowa.

## ARTICLE XI. RESERVED

## ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally.

- a. In the case of Developer, is addressed or delivered personally to:

Mike Works  
6007 Norman Road  
Lincoln, NE 68512

b. In the case of the City, is addressed to or delivered personally to the City at 950 Locust Street, Carter Lake, Iowa 51510; Attn: City Clerk; and its attorney, Joe Thornton, 35 Main Place Bldg. #300, P.O. Box 249, Council Bluffs, Iowa 51502.

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

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on July 1, 2030, unless extended or terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The Developer shall reimburse the City for all costs of recording.

Section 12.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

*[Signatures on following pages; remainder of page intentionally left blank]*

(SEAL)

CITY OF CARTER LAKE, IOWA

By: \_\_\_\_\_  
Gerald Waltrip, Mayor

ATTEST:

By: \_\_\_\_\_  
Doreen Mowery, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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

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

OMA LODGING 2, LLC

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

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

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the President and \_\_\_\_\_, respectively, of OMA Lodging 2, LLC and that said instrument was signed on behalf of said limited liability company; and that the said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

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

## **LIST OF EXHIBITS**

<u>Exhibit A</u>	Development Property
<u>Exhibit B</u>	Minimum Private Improvements
<u>Exhibit C</u>	Certificate of Completion
<u>Exhibit D</u>	Memorandum of Agreement for Private Development
<u>Exhibit E</u>	Developer Annual Certification
<u>Exhibit F</u>	Minimum Assessment Agreement

**EXHIBIT A**  
**DEVELOPMENT PROPERTY**

The Development Property that the Minimum Private Improvements are being built on is described as consisting of a portion of the following legally property located in Carter Lake, Pottawattamie County, Iowa:

**EXHIBIT B**  
**MINIMUM PRIVATE IMPROVEMENTS**

Minimum Private Improvements shall mean the construction of an 85-90 room Holiday Inn Express & Suites with the following amenities:

- 4-story building constructed of brick and EFIS
- Indoor pool, hot tub
- Exercise Facility
- Meeting room
- Guest laundry
- Parking

**EXHIBIT C**  
**CERTIFICATE OF COMPLETION**

WHEREAS, the City of Carter Lake, Iowa (the "City") and OMA Lodging, LLC (the "Developer"), a limited liability company, having an office for the transaction of business at \_\_\_\_\_, Carter Lake, Iowa, did on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop certain real property located within the City and as more particularly described as follows:

\_\_\_\_\_ (the "Development Property"); and

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

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

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Private Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Pottawattamie County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Private Improvements on the Development Property.

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

*[Signatures on following pages; remainder of page intentionally left blank]*

(SEAL)

CITY OF CARTER LAKE, IOWA

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

ATTEST:

By: \_\_\_\_\_  
Doreen Mowery, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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

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

**EXHIBIT D**  
**MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT**

WHEREAS, the City of Carter Lake, Iowa (the "City") and OMA Lodging 2, LLC, a limited liability company (the "Developer"), having an office for the transaction of business at \_\_\_\_\_, Carter Lake, Iowa, did on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

\_\_\_\_\_ (the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and terminates December 31, 20\_\_\_\_, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

CITY OF CARTER LAKE, IOWA

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

ATTEST:

By: \_\_\_\_\_  
Doreen Mowery, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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

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



**EXHIBIT E**  
**DEVELOPER ANNUAL CERTIFICATION**

ANNUAL CERTIFICATION (due upon the written request of the City before November 1st of each year as required under terms of Development Agreement)

The Developer certifies the following:

A. During the time period covered by this Certification, the Developer was and is in compliance with Section 6.7 as follows:

(i) All ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been paid for the prior fiscal year and for all taxes due and payable as of the date of the annual certification for the current fiscal year and attached to this Annual Certification are proof of payment of said taxes;

(ii) to the best of the undersigned's knowledge, the Development Property is being operated in conformance with all applicable local, state and federal laws and regulations; and

(iii) to the best of the undersigned's knowledge, as of the date hereof, and during the preceding twelve (12) months, the undersigned certifies that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period.

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

OMA LODGING 2, LLC

By: \_\_\_\_\_  
\_\_\_\_\_, President

Attachment: Proof of Payment of Taxes

ATTEST:

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

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the President and \_\_\_\_\_, respectively, of OMA Lodging 2, LLC and that said instrument was signed on behalf of said limited liability company; and that the said \_\_\_\_\_ and \_\_\_\_\_, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

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

**Attachments: (a) Proof of payment of taxes**

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

THIS MINIMUM ASSESSMENT AGREEMENT ("Assessment Agreement"), is dated as of this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among the City of Carter Lake, Iowa (the "City") and OMA Lodging 2, LLC, a limited liability company (the "Developer"), having an office for the transaction of business at \_\_\_\_\_, Carter Lake, Iowa.

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of \_\_\_\_\_, 20\_\_ (the "Agreement" or "Development Agreement") regarding certain real property located in the County, legally described as:

\_\_\_\_\_ (the "Development Property"); and

WHEREAS, it is contemplated that Developer will undertake the construction of Minimum Improvements (as defined in the Development Agreement) in the nature of an 85-90 room Holiday Inn & Suites, as provided in the Development Agreement; and

WHEREAS, the Developer agrees to construct the Minimum Private Improvements on the Development Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and the Developer desire to establish a minimum actual value for the Minimum Private Improvements to be constructed on the Development Property by the Developer pursuant to the Development Agreement; and

WHEREAS, the Developer agrees to be bound to the Minimum Actual Value of the Minimum Private Improvements of this Assessment Agreement; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Private Improvements that are contemplated will be erected.

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

1. Upon substantial completion of construction of the above-referenced Minimum Private Improvements, the minimum actual taxable value which shall be fixed for assessment purposes for the Development Property and the Minimum Private Improvements to be constructed thereon shall be not less than Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) (hereafter referred to as the "Minimum Actual Value").

The Developer agrees that the Minimum Actual Value shall continue to be effective until January 1, 2029 for collection of taxes in fiscal year 2030-2031 (the "Assessment Agreement Termination Date").

2. The Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Private Improvements pursuant to the provisions of this Assessment Agreement and the Development Agreement.

3. The Developer agrees that, prior to the Termination Date, they will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Minimum Private Improvements determined by any tax official to be applicable to the Development Property or the Minimum Private Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, exemption, abatement, or roll back, either presently or prospectively authorized under Iowa Code Chapters 403, 404 or 427B, or any other local or State or federal law, with respect to the taxation of real property, including improvements and fixtures thereon, contained on the Development Property or the Minimum Private Improvements between the date of execution of this Agreement and the Termination Date.

4. This Assessment Agreement shall be promptly recorded by the City with the Recorder of Pottawattamie County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and this Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

5. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement. The capitalized terms in this Assessment Agreement have the same meaning as defined in the Development Agreement.

6. This Assessment Agreement shall not be assignable without the consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7. Nothing herein shall be deemed to waive the rights of the Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In the event that Developer shall seek and obtain a reduction of such actual value below the Assessor's Minimum Actual Value in any year during the term of the Assessment Agreement, the amount of the Development

Grants available to Developer shall be adjusted accordingly. This Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

8. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

9. The Minimum Actual Value herein established shall be of no further force and effect and this Assessment Agreement shall terminate on the Assessment Agreement Termination Date set forth in Section 1 above.

10. Developer has provided a title opinion to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

**[Signatures start on Next Page]**

(SEAL)

CITY OF CARTER LAKE, IOWA

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

ATTEST:

By: \_\_\_\_\_  
Doreen Mowery, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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

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

OMA LODGING 2, LLC

By: \_\_\_\_\_,  
\_\_\_\_\_, President

ATTEST:

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

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the President and \_\_\_\_\_, respectively, of OMA Lodging 2, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said \_\_\_\_\_ and \_\_\_\_\_, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

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



ORIGINAL

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Carter Lake, State of Iowa.

Date of Meeting: March 16, 2015.

Time of Meeting: 7:00 o'clock P.M.

Place of Meeting: Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

\$775,000 General Obligation Capital Loan Notes, Series 2015A.

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Approval of Tax Exemption Certificate.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Capital Loan Notes and levying a tax to pay the Notes.

Such additional matters as are set forth on the additional 4 page(s) attached hereto. (number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

Shoreen Mowery  
City Clerk, City of Carter Lake, State of Iowa

March 16, 2015

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

\_\_\_\_\_

\_\_\_\_\_

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

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

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

RESOLUTION APPOINTING BANKERS TRUST COMPANY OF  
DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE  
REGISTRAR, AND TRANSFER AGENT, APPROVING THE  
PAYING AGENT AND NOTE REGISTRAR AND TRANSFER  
AGENT AGREEMENT AND AUTHORIZING THE EXECUTION  
OF THE AGREEMENT

WHEREAS, \$775,000 General Obligation Capital Loan Notes, Series 2015A, dated March 31, 2015, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the notes; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Note Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

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

Section 1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Note Registrar and Transfer Agent in connection with the issuance of \$775,000 General Obligation Capital Loan Notes, Series 2015A, dated March 31, 2015.

Section 2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 16th day of March, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

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

Council Member \_\_\_\_\_ moved that the form of Tax Exemption Certificate be placed on file and approved. Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

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

\_\_\_\_\_

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

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$775,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2015A, AND LEVYING A TAX TO PAY THE NOTES" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

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

\_\_\_\_\_

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

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION APPROVING AND AUTHORIZING A FORM  
OF LOAN AGREEMENT AND AUTHORIZING AND  
PROVIDING FOR THE ISSUANCE OF \$775,000 GENERAL  
OBLIGATION CAPITAL LOAN NOTES, SERIES 2015A, AND  
LEVYING A TAX TO PAY THE NOTES

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of equipping the fire department, including the acquisition and equipping of a new fire truck, and improving and equipping the

existing fire station, a general corporate purpose, and it is deemed necessary and advisable that its General Obligation Capital Loan Notes, Series 2015A, to the amount of not to exceed \$775,000 be authorized for said purpose; and

WHEREAS, this Council, pursuant to Section 384.26 of said Code, did legally call a City election, fixing the time and place thereof, and did legally submit to the qualified electors of the City the proposition of issuing General Obligation Capital Loan Notes of the City in an amount of not to exceed \$775,000, for the aforesaid purpose, and caused to be given legal, sufficient and timely notice of said election and the time, place and purpose thereof; and

WHEREAS, the City election was duly and legally held and conducted on November 4, 2014, pursuant to a legal notice duly given by publication in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City, said publication in said newspaper appearing on a date not less than 4 clear days nor more than 20 days prior to the date of said election, all in strict compliance with the law and the orders of said Council and the County Commissioner of Elections. The affirmative vote on the proposition was equal to more than 60% of the total vote cast for and against the proposition at said election. The proposition was declared and certified to have been duly adopted, no contest thereof having been made, and the Issuer desires to proceed with the issuance of \$775,000 General Obligation Capital Loan Notes so authorized at the election.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

◆ "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.

◆ "Beneficial Owner" shall mean the person in whose name such Note is recorded as the beneficial owner of a Note by a Participant on the records of such Participant or such person's subrogee.

◆ "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.

◆ "Depository Notes" shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

◆ "DTC" shall mean The Depository Trust Company, New York, New York, a limited purpose trust company, or any successor book-entry securities depository appointed for the Notes.

- ◆ "Issuer" and "City" shall mean the City of Carter Lake, State of Iowa.
- ◆ "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- ◆ "Note Fund" shall mean the fund created in Section 4 of this Resolution.
- ◆ "Notes" shall mean \$775,000 General Obligation Capital Loan Notes, Series 2015A, authorized to be issued by this Resolution.
- ◆ "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- ◆ "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- ◆ "Project" shall mean equipping the fire department, including the acquisition and equipping of a new fire truck, and improving and equipping the existing fire station.
- ◆ "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- ◆ "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- ◆ "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- ◆ "Representation Letter" shall mean the Blanket Issuer Letter of Representations executed and delivered by the Issuer to DTC on file with DTC.
- ◆ "Resolution" shall mean this resolution authorizing the Notes.
- ◆ "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the City Clerk/Treasurer and delivered at the time of issuance and delivery of the Notes.

◆ "Treasurer" shall mean the City Clerk/Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Levy and Certification of Annual Tax; Other Funds to be Used.

(a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Carter Lake, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$118,127	2015/2016
\$118,500	2016/2017
\$121,400	2017/2018
\$119,200	2018/2019
\$122,000	2019/2020
\$119,700	2020/2021
\$122,400	2021/2022

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2015, will be collected during the fiscal year commencing July 1, 2016).

(b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Pottawattamie County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 3 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

(c) Additional City Funds Available. Principal and interest coming due at anytime when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 4. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when

collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 5. Application of Note Proceeds. Proceeds of the Notes other than accrued interest except as may be provided below shall be credited to the Project Fund and expended therefrom for the purposes of the Project. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution. Accrued interest, if any, shall be deposited in the Note Fund.

Section 6. Investments of Note Fund Proceeds. All moneys held in the Note Fund and the Project Fund, shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2013, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2013, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 7. Note Details, Execution and Redemption.

(a) Note Details. General Obligation Capital Loan Notes, Series 2015A, of the City in the total amount of \$775,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24, 384.24A, and 384.26 of the City Code of Iowa, as amended, for the aforesaid purpose. The Notes shall be issued in one or more series and shall be on a parity and secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2015A", be dated March 31, 2015, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2015, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be

payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof and shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$100,000	2.00%	2016
\$105,000	2.00%	2017
\$110,000	2.00%	2018
\$110,000	2.00%	2019
\$115,000	2.00%	2020
\$115,000	2.00%	2021
\$120,000	2.00%	2022

(b) Redemption. The Notes are not subject to redemption prior to maturity.

#### Section 8. Issuance of Notes in Book-Entry Form; Replacement Notes.

(a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in the Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount); and such Depository Notes shall be registered in the name of Cede & Co., as nominee of DTC. Payment of semi-annual interest for any Depository Note shall be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated in or pursuant to the Representation Letter.

(b) With respect to Depository Notes, neither the Issuer nor the Paying Agent shall have any responsibility or obligation to any Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, neither the Issuer nor the Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC or its nominee or of any Participant with respect to any ownership interest in the Notes, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any notice with respect to the Notes, (iii) the payment to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any amount with respect to the principal of, premium, if any, or interest on the Notes, or (iv) the failure of DTC to provide any information or notification on behalf of any Participant or Beneficial Owner.

The Issuer and the Paying Agent may treat DTC or its nominee as, and deem DTC or its nominee to be, the absolute owner of each Note for the purpose of payment of the principal of, premium, if any, and interest on such Note, for the purpose of all other matters with respect to such Note, for the purpose of registering transfers with respect to such Notes, and for all other

purposes whatsoever (except for the giving of certain Noteholder consents, in accordance with the practices and procedures of DTC as may be applicable thereto). The Paying Agent shall pay all principal of, premium, if any, and interest on the Notes only to or upon the order of the Noteholders as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of, premium, if any, and interest on the Notes to the extent so paid. Notwithstanding the provisions of this Resolution to the contrary (including without limitation those provisions relating to the surrender of Notes, registration thereof, and issuance in Authorized Denominations), as long as the Notes are Depository Notes, full effect shall be given to the Representation Letter and the procedures and practices of DTC thereunder, and the Paying Agent shall comply therewith.

(c) Upon (i) a determination by the Issuer that DTC is no longer able to carry out its functions or is otherwise determined unsatisfactory, or (ii) a determination by DTC that the Notes are no longer eligible for its depository services or (iii) a determination by the Paying Agent that DTC has resigned or discontinued its services for the Notes, if such substitution is authorized by law, the Issuer shall (A) designate a satisfactory substitute depository as set forth below or, if a satisfactory substitute is not found, (B) provide for the exchange of Depository Notes for replacement Notes in Authorized Denominations.

(d) To the extent authorized by law, if the Issuer determines to provide for the exchange of Depository Notes for Notes in Authorized Denominations, the Issuer shall so notify the Paying Agent and shall provide the Registrar with a supply of executed unauthenticated Notes to be so exchanged. The Registrar shall thereupon notify the owners of the Notes and provide for such exchange, and to the extent that the Beneficial Owners are designated as the transferee by the owners, the Notes will be delivered in appropriate form, content and Authorized Denominations to the Beneficial Owners, as their interests appear.

(e) Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

Section 9. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. Bankers Trust Company is hereby appointed as Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All

Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

(f) Non-Presentation of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any Note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to

hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

(g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one Note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 10. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 11. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Note to the Paying Agent.

Section 12. Execution, Authentication and Delivery of the Notes. The Mayor and Clerk shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the City Clerk/Treasurer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 13. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 14. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

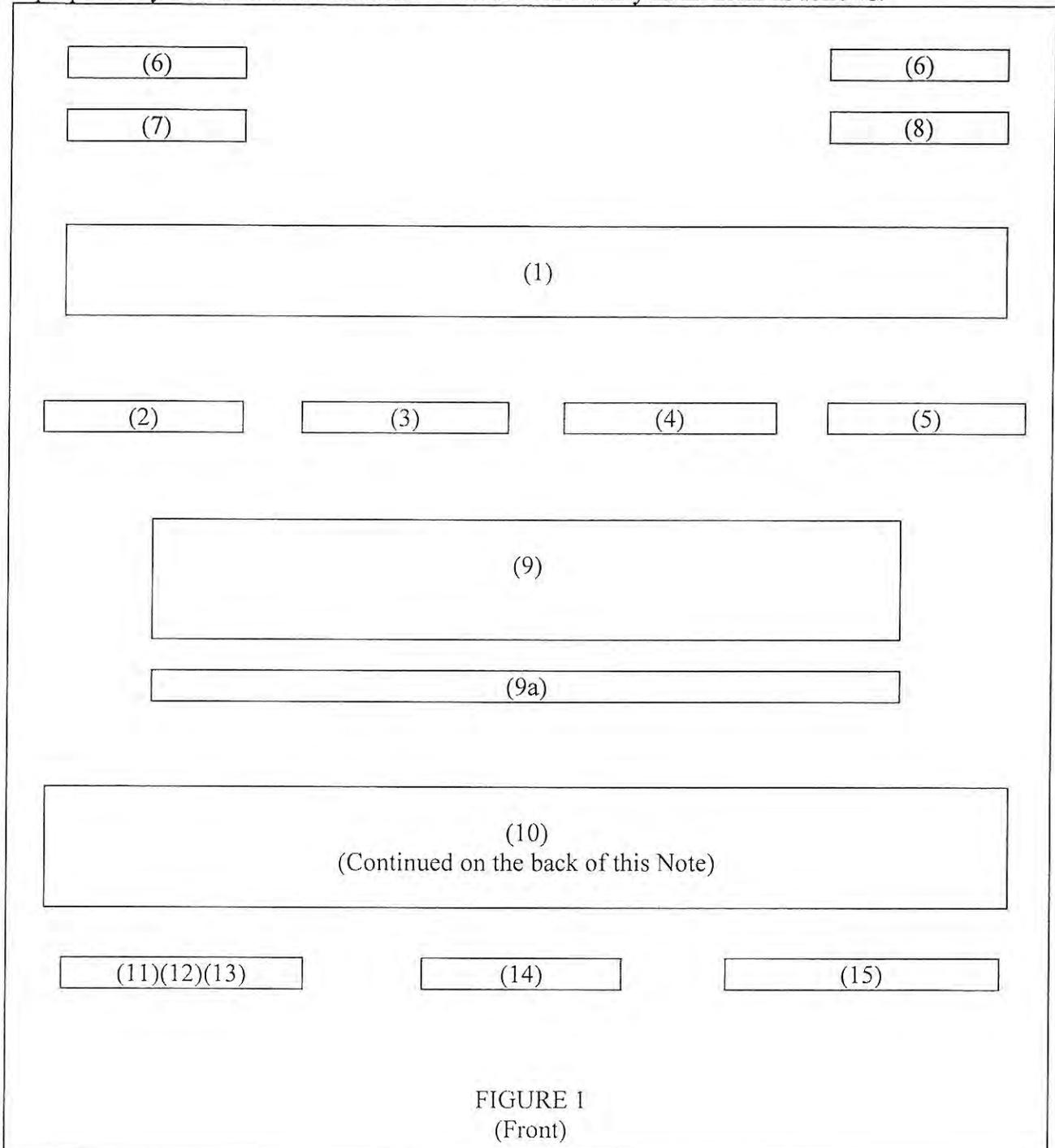
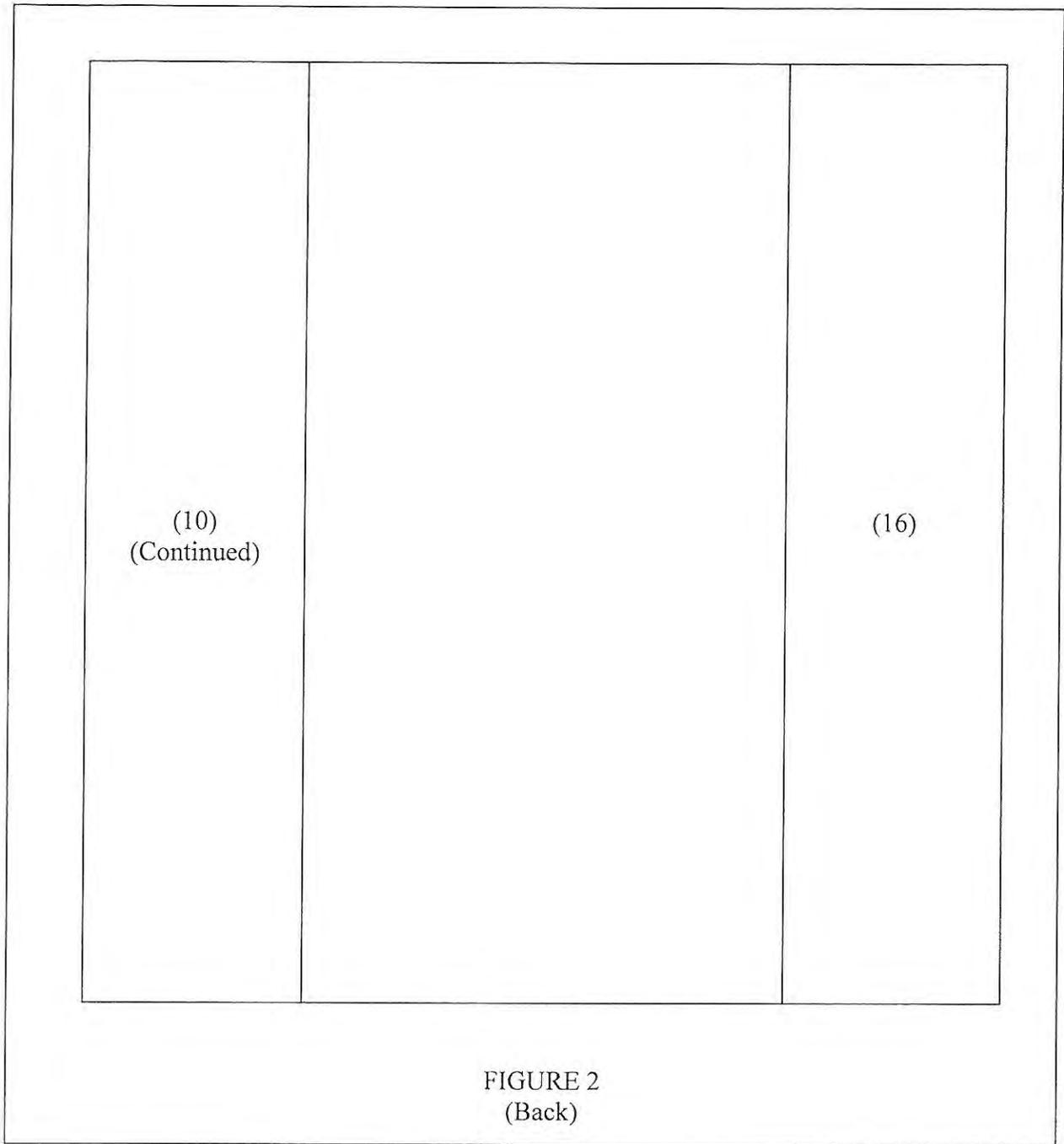


FIGURE 1  
(Front)



The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"  
"COUNTY OF POTTAWATTAMIE"  
"CITY OF CARTER LAKE"  
"GENERAL OBLIGATION CAPITAL LOAN NOTE"  
"SERIES 2015A"  
"GENERAL CORPORATE PURPOSE"

Item 2, figure 1= Rate: \_\_\_\_\_  
Item 3, figure 1= Maturity: \_\_\_\_\_  
Item 4, figure 1= Note Date: March 31, 2015  
Item 5, figure 1= CUSIP No.: \_\_\_\_\_  
Item 6, figure 1= "Registered"  
Item 7, figure 1= Certificate No. \_\_\_\_\_  
Item 8, figure 1= Principal Amount: \$ \_\_\_\_\_

Item 9, figure 1= The City of Carter Lake, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on said sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2015, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24, 384.24A, and 384.26 of the City Code of Iowa, for the purpose of paying costs of equipping the fire department, including the acquisition and equipping of a new fire truck, and improving and equipping the existing fire station, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated March 16, 2015, in conformity to a Resolution of the Council of the Issuer duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which

additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the Issuer are irrevocably pledged for the prompt payment hereof, both principal and interest, and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, with the seal of said City impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, Bankers Trust Company, Des Moines, Iowa.

Item 11, figure 1 = Date of authentication:

Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by Bankers Trust Company

BANKERS TRUST COMPANY, Registrar  
Des Moines, Iowa 50309

By: \_\_\_\_\_  
Authorized Signature

Item 13, figure 1 = Registrar and Transfer Agent: Bankers Trust Company  
Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

Item 14, figure 1 = (Seal)  
Item 15, figure 1 = (Signature Block)

CITY OF CARTER LAKE, STATE OF IOWA

By: \_\_\_\_\_ (manual signature)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual signature)  
City Clerk

Item 16, figure 1 = (Assignment Block)  
(Information Required for Registration)

#### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) this Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer this Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
\_\_\_\_\_  
(Person(s) executing this Assignment sign(s)  
here)

SIGNATURE )  
GUARANTEED )

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
Address of Transferee(s) \_\_\_\_\_  
Social Security or Tax Identification \_\_\_\_\_  
Number of Transferee(s) \_\_\_\_\_  
Transferee is a(n):  
Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - ..... Custodian .....  
(Cust) (Minor)  
Under Iowa Uniform Transfers to Minors Act.....  
(State)

ADDITIONAL ABBREVIATIONS MAY BE ALSO  
USED THOUGH NOT IN THE ABOVE LIST

Section 15. Contract Between Issuer and Purchaser. This Resolution shall constitute a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 17. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 18. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 19. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 20. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax Exempt Obligations" pursuant to the Internal Revenue Code of the United States, the Issuer designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax exempt governmental obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 16th day of March, 2015.

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Mayor

ATTEST:

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City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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

WITNESS my hand and the seal of the City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk, City of Carter Lake, State of Iowa

(SEAL)

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Carter Lake, State of Iowa.  
Date of Meeting: March 16, 2015.  
Time of Meeting: 7:00 o'clock P.M.  
Place of Meeting: Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa.

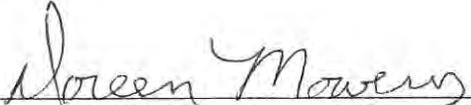
PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

\$3,260,000 General Obligation Local Option Sales and Services Tax Refunding Capital Loan Notes, Series 2015B.

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Approval of Tax Exemption Certificate.
- Approval of Continuing Disclosure Certificate.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Capital Loan Notes and levying a tax to pay the Notes.

Such additional matters as are set forth on the additional 4 page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

  
\_\_\_\_\_  
City Clerk, City of Carter Lake, State of Iowa

Agenda 3-16-15

Park Bd - Board what To Park Bd

Library - Board what To be replaced

17th St - Prop. Pins located.

City to sign perpetual Easement

on My Property where the City has installed  
utilities on <sup>Private</sup> Prop own By Gerald Waltrip  
at 1912 Lagoon Dr,

## **Doreen Mowery**

---

**From:** Joseph Friend [joe@synergyutilitybilling.com]  
**Sent:** Friday, March 13, 2015 12:12 PM  
**To:** Doreen Mowery  
**Subject:** RE: Follow-up Utility Billing Inquiry

Doreen,

I hope your week is going well.

I touched base with the director of our meter reading team, Wes Ohland.

He would be the one supervising and handing all operations on the ground.

As mentioned earlier, the first step to getting you a proposal would be to perform a thorough site survey of your township. Wes would come out to Carter Lake, meet with your director of operations, communicate with the current meter reader, drive the route and gather any other information that we will be needing.

The cost of the complete survey would be around \$2000.00. This would cover the entire site survey and any travel related expenses that will be entailed.

If we would move forward to contract, we would credit these fees back to the township.

Wes would be able to come down to Carter Lake within the next thirty day.

Feel free to reach out to me with any questions.

I am always happy to assist.

Best Regards,

Joseph Friend

President

**Synergy Utility Billing**

Ph: 732-730-7211 ext. 201

Toll free: 800-695-8633

Fax: 866-206-2545

[www.synergyutilitybilling.com](http://www.synergyutilitybilling.com)

**From:** Doreen Mowery [mailto:Doreen.Mowery@carterlake-ia.gov]

**Sent:** Tuesday, March 10, 2015 2:28 PM

**To:** Joseph Friend

**Subject:** RE: Follow-up Utility Billing Inquiry

Do you about when that would take place?

*Doreen Mowery*

City Clerk

City of Carter Lake

950 Locust St.

Carter Lake, IA 51510

Office: 712-847-0534

Fax: 712-347-5454

[www.carterlake-ia.gov](http://www.carterlake-ia.gov)

**From:** Joseph Friend [mailto:[joe@synergyutilitybilling.com](mailto:joe@synergyutilitybilling.com)]

**Sent:** Tuesday, March 10, 2015 12:27 PM

**To:** Doreen Mowery

**Subject:** Follow-up Utility Billing Inquiry

Doreen,

I have spoken to my meter reader and installer, regarding your townships needs.

They will need to perform a site survey in order to quote you accurately.

Once I have more information from them, I will be back in touch.

Thank you,

Joseph Friend

President

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## ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between PeopleService, Inc. (hereinafter referred to as "Provider"), and the City of Carter Lake, Iowa (hereinafter referred to as "City").

WITNESSETH THAT:

WHEREAS, Customer has the need for certain administrative support services ("Services), as more specifically defined herein; and

WHEREAS, Provider has the necessary personnel and experience to perform such Services; and

WHEREAS; Customer desires to engage Provider to perform the Services and Provider desires to undertake such performance under the terms, conditions and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. Performance of Services. Provider shall perform for Customer, and Customer shall perform for Provider, the Services identified and generally described on Exhibit A, attached hereto and by this reference made a part hereof.
2. Fee. In consideration of the performance of the Services, Customer agrees to pay to Provider:

July 1, 2015 – A monthly service fee of \$4,906 plus the CPI rate as published by the League of Iowa Municipalities in January 2015, plus one percent (1%).

July 1, 2016 – Previous year price plus the CPI rate as published by the League of Iowa Municipalities in January 2016, plus one percent (1%).

July 1, 2017 – Previous year price plus the CPI rate as published by the League of Iowa Municipalities in January 2017, plus one percent (1%).

July 1, 2018 – Previous year price plus the CPI rate as published by the League of Iowa Municipalities in January 2018, plus one percent (1%).

July 1, 2019 – Previous year price plus the CPI rate as published by the League of Iowa Municipalities in January 2019, plus one percent (1%).

Additional fees may be generated when Provider performs delinquent account management and for connecting/disconnecting service for utility service customers. The fees are due to Provider by the utility service customer and not by the City. However, the City will allow the charge to be added to the bill and collected. The City will then provide the Provider the funds that are collected for this service.

When Provider installs remote read meters for utility service customers, the fee for such service and equipment will be paid to Provider by the City. This contract contemplates that Provider is allowed to charge the City the sum of \$180.00 (touch read only, not radio) for each remote read meter (including equipment and all labor) and may charge a

maximum of \$50.00 for labor if the utility service customer provides the appropriate equipment. Provider and the City will determine together whether or not a particular remote read meter is acceptable.

All utility service customers should have the same type of remote read meters.

3. Exclusions. Services shall not include and the monthly service fee does not compensate Provider for: special request services and the travel and expenses attributable to such services, customized reporting, subsequent program modifications, guarantees for payments not collected from delinquent customers of Customer, service work on electric, water, or steam meters, or the calculation of special billings. Special billings, however, may be included in the revenue and receivable reports.

4. Manner of Payment. The monthly service fee shall be due and payable on or before the 1<sup>st</sup> day of the month in which the Services will be performed. Should Customer fail timely to pay part or all of the amounts on these invoices, interest thereon shall accrue at the rate of one percent per month from the due date until the date of payment. If such failure to pay continues for thirty (30) days after payment is due, Provider, in addition to any other remedy it may have, may require to provide further Services until such amount, including interest, is paid.

5. Term. This agreement shall become effective as of July 1, 2015 and shall continue in full force and effect until June 30, 2020 (the "Original Term"). After the expiration of the Original Term, this Agreement shall be automatically renewed for successive terms of one (1) year each until either party gives written notice of cancellation to the other party not less than ninety (90) days prior to the last day of the Original Term, or a successive term, whichever the case may be. The parties agree to review the contract and its terms commencing the January prior to the expected expiration of the initial term.

6. Independent Contractor. In performing the Services hereunder, Provider shall operate as and have the status of an independent contractor, subject only to the general direction of Customer regarding the Service to be rendered as opposed to the method of performing the Services.

7. Proprietary Information. Any drawings, documentation, specifications, prints, designs, ideas or other information provided by Provider to Customer or otherwise obtained by Customer pertaining to the Services performed hereunder are strictly confidential and proprietary to Provider. Customer shall not, without the prior written consent of Provider disclose any such information to a third party or use any such information for its own benefit except in connection with the operation of Customer's facilities and equipment pursuant to this Agreement.

8. Assignment. Neither Provider nor Customer shall assign, in whole or in part, any of the rights, obligations or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonable withheld.

9. Indemnification. Provider shall not be liable to Customer for claims, damages, demands, losses, liabilities, costs or expenses including, without limitation, reasonable attorneys' fees and other costs and expenses incident to any suit, proceeding or investigation of any claim incurred or suffered by Customer arising out of the rendering of Services by Provider hereunder, except when such claim is the result of Provider's negligence or willful misconduct.

10. Consequential Damages. Neither party shall be liable to the other for any special, indirect or consequential damages, including, without limitation, loss of profit, loss of product, and loss of use, arising out of the performance of this Agreement, irrespective of either party's fault or negligence.

11. Disclaimer of Warrantees. Provider MAKES NO REPRESENTATION, COVENANTS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. No implied warranty arising by usage of trade, course of dealing or course of performance is given by Provider to Customer or shall arise by or in connection with this Agreement and/or Provider's and/or Customer's conduct in relation thereto or to each other, and in no event shall Provider be liable on any such warranty with respect to any equipment.

12. Force Majeure. Any delays in or failure of performance by either party hereto of its duties hereunder (other than the payment of money), shall not constitute default or give rise to any claims for damages if and to the extent such delays or failure of performance are caused by occurrences beyond the control of the party involved, including but not limited to, acts of God or the public enemy; expropriation of facilities, compliance with any law, proclamation, regulation, ordinance or instruction of any government or unit thereof, including Indian nations, having or asserting jurisdiction; acts of war; rebellion or sabotage or damage resulting therefrom; fires; floods; explosions; accidents; riots or strikes; delay by vendors in the delivery of materials and equipment; delay by construction contractors in performing construction work; or any other causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the party involved and which, by the exercise of reasonable diligence, the party involved is unable to prevent or overcome, provided, however, that such party shall give notice together with full particulars of such issues or occurrences in writing to the other party as soon as practicable after the occurrences and the causes or occurrences shall as far as possible be remedied with all reasonable diligent dispatch by the party claiming such in order to put itself in a position to carry out its obligation under this Agreement.

13. Notices. All notices pertaining to this Agreement shall be in writing, and if to Customer, shall be sufficient if sent registered mail to Customer at the following address:

City of Carter Lake  
Attn: City Clerk  
950 Locust St.  
Carter Lake, Iowa 51510

And if to Provider shall be sufficient if sent registered mail to Provider at the following address:

President  
PeopleService, Inc.  
209 S. 19<sup>th</sup> Street; Suite 555  
Omaha, NE 68102

Either party may change its address for purposes of this Paragraph by giving the other party hereto written notice of the new address in the manner set forth above.

14. Invalidation of Provision. Provider and Customer agree that if any term or provision of this Agreement is held by any court to be illegal or unenforceable, the remaining terms, provisions, rights and obligations shall not be affected and shall remain in full force and effect.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

16. Non-waiver. No waiver by any party of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

17. Entire Agreement: This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either party.

18. Amendment: No modification or amendment of this Agreement shall be binding upon either party unless in writing and signed by both parties.

19. Customer as a Reference: Provider shall have the right to use Customer as a reference and to arrange visits to Customer's facilities by potential users of services similar to services provided by Provider under this Agreement.

20. Rights to Property and Procedure: Any and all computer programs, licenses, documentation, procedures and instruction used in providing the Services are and shall remain the sole property of Provider. Customer shall have no rights whatsoever to such property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

"City"  
CITY OF CARTER LAKE

"Provider"

By: \_\_\_\_\_  
Gerald Waltrip, Mayor

By: \_\_\_\_\_  
Chad A. Meyer, President

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

18. Calculate, print, and mail billing statements for water, sewer, storm water and garbage usage to non-manually billed customers monthly.
19. Provide revenues and receivable reports on a monthly basis for accounting purposes.
20. Provide usual and standard delinquency report the day before bills are calculated.
21. Replace and/or install remote read meters as needed for utility service customers. Homeowners/contractors will be responsible for the purchase of the first water meter and reading device as well as the installation. City of Carter Lake will pay for replacing devices that become damaged and need replaced or repaired unless the damage is caused by the homeowner's negligence. Homeowners will be responsible for replacing frozen water meters. The City of Carter Lake will pay to replace remote reading devices with touch pad devices as the remote device goes bad. Meters are not to be dropped off. If needed, they may be installed with a tamper proof seal.
22. Provide proof of insurance as required in Bid Package.
23. Provide a performance bond as required in Bid Package.
24. Comply with all City ordinances and State laws as they pertain to water, sewer, and garbage utility meter reading, billing, and cash collections.
25. Meters will be rebuilt (not replaced) if the bottom plate has a leaking gasket.
26. All old meters will be turned in the City Maintenance Department.



March 12, 2015

City of Carter Lake  
Doreen Mowery, City Administrator  
950 Locust St  
Carter Lake, IA 51510  
Dear Ms. Mowery:

Based on recent discussions, it is our understanding that the City, in addition to the draft contract for our bundled service, would like a proposal for what the cost for our services is on an individual basis. Following are the individual services and the cost associated with each:

- **Utility Billing and Cash Collection** – costs include the software, labor, delinquent notices, postage, cash collection, bill stock, and toll free number. Cost for this service is \$3.50 per bill per month.
- **Meter Reading and Turn On's & Turn Off's:** PeopleService will read the meters on a monthly basis (weather permitting) along with performing the turn on and turn off duties. Cost for this service is \$1.00 per bill per month.
- **Meter Work:** This service includes the change out of non-working meters, installation of new meters, repair/replacement of non-functioning remote readers, along with any other meter or remote reader repair/replacement work that is required. Cost for this service is \$0.50 per bill per month.

Currently, PeopleService bills the City of Carter Lake \$4,906 per month for all of the services listed above combined. Using an average of 1,250 bills per month, that equates to a per bill charge of approximately \$3.90 per month. The reason for the lower price on the bundled service is that our cost structure does not change if the City takes back pieces of the work and not all of the work that we are currently performing. Therefore the cost per service of each service individually is greater than it would be for them bundled together.

PeopleService values the partnership with Carter Lake that has been formed since 2004 and would like to see it continue and grow for many years to come. We are open to discuss these options with you at your convenience. One item worth noting, if no action is taken on the current contract by March 31, 2015, the contract term will "roll over" for another year and not expire until June 30, 2016.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Robinette". The signature is fluid and cursive.

Steve Robinette  
Western Iowa Region Manager



March 9, 2015

Iowa Waste Systems Association Member

**Re: Iowa Waste Systems Association  
Adoption of the 2015 Solid Waste Comprehensive Plan Update  
Action Required by June 1, 2015**

City Clerk:

Please pass this letter to the individual that is designated to manage waste related issues for your community. If you do not know who that is, please pass this letter to the Mayor.

Waste Management Community Representative:

The Iowa Waste Systems Association (Association) held a public meeting to discuss the Association's Solid Waste Comprehensive Plan Update (Plan). This Plan was submitted to all Association member communities for review and public comment. No public comments were received requiring revision to the Plan.

Your community is a member of the Association and is required to pass a resolution adopting the Plan in order to remain in compliance with Iowa Department of Natural Resources comprehensive plan regulations. A draft of the Plan was mailed to each member community on February 9, 2015. If you would like an additional copy, please contact us for a digital or hardcopy.

Please see enclosed with this letter an example resolution that your community may use to adopt the Plan. A digital copy can be provided upon request. Please provide a completed and signed resolution no later than **June 1, 2015**.

Resolutions can be faxed to (515) 256-0152 or mailed to 1801 Industrial Circle; West Des Moines, Iowa 50265.

If you have questions or comments, please e-mail me at [jphillips@barkerleamar.com](mailto:jphillips@barkerleamar.com) or call at (515) 256-8814.

Sincerely,



Jeff Phillips  
Project Manager

Enclosure

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

**WHEREAS, the City of Carter Lake, Iowa has adopted ordinances allowing for charges for weed removal; and**

**WHEREAS, the ordinances allow for recovering costs for the services plus administrative fees as set out by ordinance; and**

**WHEREAS, it has been determined that tax liens will be assessed against the property that has received the services, in the event the property owners fail to pay for said services and administrative fees; and**

**WHEREAS, services have been provided to the properties listed and bills have been render to the property owner; and**

**WHEREAS, the bills remain outstanding;**

**NOW THEREFORE BE IT RESOLVED that liens be assessed against the properties listed for the amounts determined**

**(SEE ATTACHMENT A)**

**BE IT FURTHER RESOLVED that the outstanding amounts be liened and collectible as follows:**

**\$150 or less – current tax collection (1year to pay) – no interest**

**\$151 to \$500 – spread out over 3 years – 5% interest**

**\$501 to \$1500 – spread out over 5 years – 7% interest**

**\$1501 and above – spread out over 10 years – 9% interest**

**Passed and approved this 16th day of March 2015.**

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

**ATTEST:**

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



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

**WHEREAS, the City of Carter Lake, Iowa has adopted ordinances allowing for charges for water, storm water, sewer and garbage utilities; and**

**WHEREAS, the ordinances allow for recovering costs for the services plus administrative fees as set out by ordinance; and**

**WHEREAS, it has been determined that tax liens will be assessed against the property that has received the services, in the event the property owners fail to pay for said services and administrative fees; and**

**WHEREAS, services have been provided to the properties listed and bills have been render to the property owner; and**

**WHEREAS, the bills remain outstanding;**

**NOW THEREFORE BE IT RESOLVED that liens be assessed against the properties listed for the amounts determined**

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**\$1501 and above – spread out over 10 years – 9% interest**

**Passed and approved this 16th day of March 2015.**

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

**ATTEST:**

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

**WATER LIENS - March 2015**

05-201200-00	1305 Lindwood Dr	26.62	09/26/14
05-401300-03	919 Ave P	98.98	08/27/14
05-408350-04	901 Silver Lane	116.92	09/22/14
05-214100-01	1201 Dorene Blvd	425.23	10/14/14
05-304850-06	134 Carter Lake Club	226.68	12/11/14

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

**WHEREAS, the City of Carter Lake, Iowa has adopted ordinances allowing for charges for water, sewer, storm water and garbage utilities; and**

**WHEREAS, the ordinances allow for recovering costs for the services plus administrative fees as set out by ordinance; and**

**WHEREAS, it has been determined that some of the outstanding balances are un-collectible and that liens cannot be assessed against property that has received the services; and**

**NOW THEREFORE BE IT RESOLVED that the following amounts be written off as un-collectable:**

**(SEE ATTACHMENT A)**

**Passed and approved this 16th day of Mar. 2015.**

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

**ATTEST:**

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

## Utility bills to write off - March 2015

<u>Acct #</u>	<u>Property</u>	<u>Amount</u>
30115302	1140 Waters Edge Ct	8.08
05-307700-00	4421 N 6th St	94.29
05-201100-01	1305 Mayer Dr	27.68
05-211250-01	1326 Lindwood Dr	27.93
	<b>TOTAL</b>	<b>157.98</b>