

**AGENDA
CITY OF CARTER LAKE
REGULAR CITY COUNCIL MEETING
CITY HALL – 950 LOCUST ST.
MONDAY, JUNE 18, 2018 – 7:00 PM**

- I. Pledge of Allegiance
- II. Roll Call
- III. Approval of the Agenda
 - A. Additions
 - B. Deletions
- IV. Consent Agenda
- V. New Business
 - A. Approve Liquor License for JumpStart
 - B. Approve Tobacco Permits for all vendors – expire 6/30/2018
 - C. Approve Application for Exemption for 3910 N 7th St.
 - D. Communications from the Public
 - 1. James Banks – street closure request
 - 2. Ross & Jean White – street closure request
 - E. Communications from
 - 1. Department Supervisors
 - 2. Mayor Ron Cumberledge
 - a. Amendment – Ponca Tribe
 - b. Recycling Containers
 - c. Salvage Permit for City Super Shop – Fett’s
 - 3. Aaron Grell
 - a. GIS Mapping Program
 - 4. Jason Gundersen
 - a. Drug Test Policy
 - 5. Pat Paterson
 - a. New contract to complete Lakeside Inspections
 - b. Rental Inspection Program
 - 6. Ray Pauly – Update on Planning Board Recommendations:
 - a. Request to Close Avenue J
 - b. Request to vacate a portion of right away on 17th Street
 - c. Request to review height restrictions in all zoning districts
 - d. Request to review sidewalk requirements in commercial districts
 - 7. Jackie Stender
 - a. Iowa Community Assurance Pool (ICAP) renewal
 - b. Select accounting firm to complete the required annual audit

- VI. Resolutions and Ordinances
 - A. Third Reading of Ordinance concerning Rental Inspection Program
 - B. Second Reading of Ordinance regarding restrictions for the discharge of fireworks
- VII. Comments
 - A. Mayor, City Council and Public (3 minutes)
- VIII. Executive Session to discuss litigation pursuant to Iowa Code 21.5 (1)(c)
- IX. Adjourn

CONSENT AGENDA

1. City Council Minutes – May 21 and June 4, 2018
2. Planning Board Minutes
3. Board of Adjustment Minutes
4. Abstract of Claims for Approval - May
5. Receipts for Approval - May
6. Overtime and Comp time reports – May
7. Financial Reports as submitted to the council – May
8. Department Head Reports – May

City of Carter Lake
Regular City Council Meeting
Monday, May 21, 2018

The Pledge of Allegiance

Mayor Cumberledge called the meeting to order at 7:00 p.m.

Roll Call: Council members Present: Aaron Grell, Pat Paterson, Jackie Wahl, Jason Gunderson and Frank Corcoran. Also present City Clerk, Jackie Stender and City Attorney Michael O'Bradovich.

Approval of the Agenda – Paterson moved to approve agenda, seconded by Grell; Ayes: Unanimous. Paterson moved to approve the Consent Agenda items as follows: April Council minutes, April Financial reports; April claims, overtime reports and department reports from Maintenance, Building Inspector, Parks, Fire/EMS, Senior Center, Library and Police Department; seconded by Gunderson. Ayes: Unanimous.

New Business:

Gundersen moved to approve Liquor License for Jonesys, seconded by Wahl, Ayes: Unanimous.

Corcoran moved to Solid Waste Collector Permits, seconded by Gunderson. Ayes: Unanimous.

Gundersen moved to approve Urban Revitalization Application for 918 Silver Lane, Ayes: Wahl, Grell, Paterson, Corcoran; Gunderson-abstained from voting.

Council reviewed the Salvage Yard permit for City Super Shop, council is not satisfied with the progress that was promised to have the fence completed by today's date 5/21/18. Paterson motioned to assess a \$50 per day fine until the fence is completed as required for salvage yards, if not completed within 60 days, action may be taken to terminate salvage yard permit, seconded by Grell. Ayes: Unanimous.

Communication from Department Supervisors: Police Chief Kannedy has implemented new requirements for mandatory patrolling in the parks every hour and every shift. Department has purchased patrol bikes for officers to utilize after they go through training with Council Bluffs Police Department. Chief will be extending an offer to hire an officer this month and another officer will be hired after July 1st to bring the department to 10 full time officers.

Interim Public Works Director Stan Olsen has hired a new member to the staff, Phillip Buchanan. Splash pad is operations, flag pole has been repaired, air conditioner back up running. Wondering if he should look at getting bids for resurfacing streets. Council recommended requesting multiple bids. Mayor updated the council on the Parks Department. Some have requested a dog park near the park. Elkhorn fencing provided a bid, council would like to see additional bids and hear more details for the idea and public input.

Mayor received a request to vacate a portion of right away on 17th Street from James Moraski. The current right of way is much wider than other areas of town and would like it reduced to 25 feet. City attorney said that the Planning Board needs to review and a survey will have to be

completed. It sounds like the neighbors are interested in being part of the request to adjust property line on 17th Street. Gundersen motioned to approve and send to Planning Board for review, seconded by Corcoran. Ayes: Unanimous.

Mayor has received a request from William Geis to donate property located on the northeast corner of 13th and Hyatt. Mayor contacted Habitat for Humanity to see if they would be interested in utilizing the property and no one has responded. Paterson moved to accept donation of the land, Grell seconded the motion. Ayes: Unanimous.

Mayor request that the Planning Board to review height restrictions in all zoning districts, Paterson moved to send request to Planning Board, seconded by Gundersen, Ayes: Unanimous.

Mayor request that the Planning Board to review sidewalk requirements in Commercial Districts, Gundersen moved to send request to Planning Board, seconded by Grell, Ayes: Unanimous.

Councilman Jason Gundersen, provided copies of photo of water standing in an area that was recently repaired with new concrete on Redick Street. Asked if something could be done to get the area repaired so it drains instead of holding water. Maintenance agreed to get the issue resolved.

Councilman Frank Corcoran, requested that the council consider adding restrictions to the amount of time fireworks are legal to be discharged in city limits, a proposed ordinance from Council Bluffs is part of the packet. Can we get this in place for this year? Council could approve during the proposed special meeting on June 4th, and final reading at the regular meeting. Also, open burning has become another concern with the weather warming up, Frank would like to see some restrictions or regulations added to the code

Councilman Pat Paterson, the council and landlords have spent time reviewing the Rental Inspection Program, Ordinance and forms in recent weeks. The Ordinance is ready for approval. Paterson requested an update on property tax abatement sunset clause. City Attorney O'Bradovich confirmed that there is no end date unless the Council makes motion to end the program.

City Attorney Mike O'Bradovich, provided the recommendation from Planning Board regard C-2 Zoning change to add "Gaming" Attorney recommended setting public hearing on June 4th to hear public comments and concerns regarding the change. Notice will be published and mailed to the necessary parties as required per the City Code.

City Clerk Jackie Stender, provided an explanation of the necessary budget amendments for public hearing on June 4th. Increased expenditure for Public Safety to purchase Fire pickup \$42,250 and moved Inspector budget to correct program and added \$9,300 for the demo and cleanup of 1501 Cachelin Drive. Increased expenditures in Community & Economic Development \$31,900 for developer agreement payment and emergency repair under Urban Revit program. Increase expenditures to Government: \$11,900 for police consultant, newsletter printing and election cost. Cap. Projects reduced \$380,725 for payments due after 7/1/18. Increase Transfers for Revenues and Expenditures \$195,000.

Gundersen moved to approve resolution to Set Public Hearing on C-2 Zoning changes for June 4th at 6 p.m., seconded by Grell, Ayes: Unanimous

Gundersen moved to approve resolution to Set Wages as follows:

William Calabretto	8.50	04/16/2018	Park Concessions
Esther Schroeder	8.75	04/12/2018	Park Concessions
Tracey Calabretto	9.14	04/10/2018	Park Concessions
Cassandra Payne	9.14	04/11/2018	Park Concessions
Janelle Kannedy	9.79	04/12/2018	Park Concessions
Cheryl Calabretto	9.94	04/16/2018	Park Concessions
Daniel Koch	9.50	05/08/2018	Park Maintenance – Seasonal
Richard Adams	9.50	04/24/2018	Park Maintenance – Seasonal
Gina Smith	10.57	03/05/2018	Clerk’s Assistant – New Hire
Philip Buchanan	12.67	05/3/2018	Maintenance – New Hire
Maxwell Edmonds	19.95	01/29/2018	Police Department–New Hire
Brock Gentile	23.87	01/15/2018	Police Department – 4 th Year
Matt Owens	23.87	03/10/2018	Police Department – 4 th Year

Motion was seconded by Grell, Ayes: Unanimous

Gundersen moved to approve the second reading of Ordinance concerning Right Of Way and Permits, and waive the third read to proceed with approval, seconded by Grell, Ayes: Unanimous

Paterson moved to approve the first Reading of Ordinance concerning Rental Inspection Program, seconded by Wahl, Ayes: Unanimous.

At 9:15 p.m. Gundersen moved for the Council to go into executive session to discuss litigation pursuant to Iowa Code 21.5(1)(c), seconded by Grell. Ayes: Unanimous

At 9:50 p.m. the City Council reconvened in open session and motioned to adjourn for the evening

Jackie Stender
City Clerk

Ron Cumberledge
Mayor

City of Carter Lake
Regular City Council Meeting
Monday, June 4, 2018

The Pledge of Allegiance

Mayor Cumberledge called the meeting to order at 6:00 p.m.

Roll Call: Council members Present: Aaron Grell, Pat Paterson, Jackie Wahl, Jason Gunderson and Frank Corcoran. Also present City Clerk, Jackie Stender and City Attorney Michael O'Bradovich.

Approval of the Agenda – Paterson moved to approve agenda, seconded by Grell; Ayes: Unanimous.

New Business:

Public hearing to hear comments concerning the 2017-18 Budget Amendment. Proposed changes include: increased expenditure for Public Safety to purchase Fire pickup \$42,250 and moved Inspector budget to correct program and added \$9,300 for the demo and cleanup of 1501 Cachelin Drive. Increased expenditures in Community & Economic Development \$31,900 for developer agreement payment and emergency repair under Urban Revit program. Increase expenditures to Government: \$11,900 for police consultant, newsletter printing and election cost. Cap. Projects reduced \$380,725 for payments due after 7/1/18. Increase Transfers for Revenues and Expenditures \$195,000. No comments therefore Gunderson moved to close the hearing, seconded by Corcoran. Ayes: Unanimous.

Public hearing to hear comments concerning the request to approve use in C-2 Commercial District to now include "Gaming Facilities" activities as defined by the Ordinance in Section 307(0) on property held in Trust by the Government of the United States of America, and that the TABLE 4-1 "Use Matrix for Office and Commercial" type in the Code shall be amended to identify "Gaming Facilities" as an approved and permitted (P) use in C-2 Zoning District and in no other Zoning District other than C-2.

Attorney Dave Richter spoke on behalf of Lakeside Auto Recyclers, Inc. to request for vacancy of Avenue J east of North 9th Street on the south side of the business. It has not been utilized as a public thoroughway and is primarily used by the adjacent property owners. For safety reasons and security purposes, Lakeside is requesting the road to be abandoned. Gunderson moved to send the issue to the Planning Board for recommendation, seconded by Grell. Ayes: Unanimous.

Gary Fett had requested to be added to agenda, no one appeared tonight.

Leann Hughes is running for State Representative for District 15, wanted to remind Carter Lake citizens to get out and vote tomorrow, and thanks everyone for taking time to talk with her over the past few months.

Gunderson moved to approve 2017-18 Budget Amendment, seconded by Corcoran. Ayes: Unanimous.

Paterson moved to approve the proposed changes to the C-2 District add "Gaming Facilities" as an approved and permitted use in C-2, seconded by Grell. Ayes: Unanimous.

Gundersen moved to approve first reading of Ordinance regarding restrictions for the discharge of fireworks, seconded by Corcoran. Ayes: Unanimous.

Paterson moved to approve second reading of Ordinance regarding Rental Inspection Program, seconded by Wahl. Ayes: Unanimous.

Gundersen moved to approve Liquor License Transfer for Carter Lake Improvement Club, seconded by Grell. Ayes: Unanimous.

Gundersen motioned for the council to go into Executive Session to discuss litigation pursuant to Iowa Code 21.5 (1)(c), seconded by Grell. Ayes: Unanimous.

Council returned to open session at 6:20 p.m. and moved into a study session in the training room for presentation from Geneie Andrews of GIS Workshop regarding SimpleCity Program and GIS Collection for Carter Lake public utilities.

At 8:45 p.m. the City Council closed the study session and adjourned for the evening.

Jackie Stender
City Clerk

Ron Cumberledge
Mayor

City of Carter Lake
950 Locust Street
Carter Lake, IA 51510
Proceedings: Planning Board Meeting Special Meeting
Monday, April 23, 2018 – 7:00 PM

This Planning Board Meeting was called to order at 7:00 p.m. by Chairman Tim Podraza.
Roll Call: Present: Ed Palandri, Kathy Dueling, Jay Gundersen, Tim Podraza, Ray Pauly, and Nate Bradburn. Karen Fisher was absent. Also present: City Attorney Mike O’Bradovich and City Clerk Jackie Stender

Approval of the Agenda, moved by Pauly, seconded by Dueling to approve the agenda Ayes: Unanimous.

New Business: The Carter Lake City Council has requested that the Planning Board review the zoning for property owned by the Ponca Tribe of Nebraska to add “GAMING” to the matrix under C-2.

Gundersen motioned to set a public hearing to review the recommendation to allow “GAMING” to be added to the C-2 zoning district with the limitation that this gaming only occur on the property held by as Indian Trust Land, seconded by Pauly. Ayes: Unanimous.

Clerk will prepare notices as required by the code.

With no further comments, meeting adjourned at 7:40 p.m.

Tim Podraza, Co-Chairman

Jackie Stender, City Clerk

City of Carter Lake
950 Locust Street
Carter Lake, IA 51510
Proceedings: Planning Board Meeting Special Meeting
Monday, May 14, 2018 – 7:00 PM

This Planning Board Meeting was called to order at 7:00 p.m. by Chairman Tim Podraza.

Roll Call: Present: Ed Palandri, Kathy Dueling, Jay Gundersen, Tim Podraza, Nate Bradburn, and Karen Fisher. Ray Pauly was absent. Also present: City Attorney Mike O’Bradovich and City Clerk Jackie Stender

Chairman Podraza opened the public hearing, asking for any comments, no written comments or concerns regarding the proposed Zoning Change in C-2 general commercial district, the board will be accepting comments concerning proposed text amendment to the land use development ordinances for the city of Carter Lake, Iowa. The land use development ordinances adopted by the city of Carter Lake, Iowa on August 28, 2006, shall be amended as follows:

Approved use in C-2 commercial district shall now include "gaming facilities" activities as defined by the ordinance in section 307(0) on property held in trust by the government of the United States of America, and that the table 4-1 "use matrix for office and commercial" type in the code shall be amended to identify "gaming facilities" as an approved and permitted (P) use in C-2 Zoning District and in no other Zoning District other than C-2. The City Clerk has not received any written or verbal comments on the subject. Bill Dalheimer asked why if the original plan from 2009 was to designate the area for a medical clinic why did that change? Larry Wright explained that after re-evaluation the vision of the tribe changed several questions of the tribal members regarding the proposed project. Gundersen moved to close the public hearing, seconded by Fisher, Ayes: Unanimous. Chairman closed the public hearing and called for roll call at 7:10 p.m. Roll Call: Present: Ed Palandri, Kathy Dueling, Jay Gundersen, Tim Podraza, Nate Bradburn, and Karen Fisher. Ray Pauly was absent. Also present: City Attorney Mike O’Bradovich and City Clerk Jackie Stender

Dueling moved to approve of the agenda, seconded by Gundersen to approve the agenda. Ayes: Unanimous. Fisher moved to approve consent agenda which included Planning Board minutes from 11/13/2017 and 4/23/2018, review of city council meetings from January 1st through April, and Building Permits from November 2017 to current, seconded by Gundersen. Ayes: Unanimous.

Palandri moved to add the addition of “Zoning Request change for C-2 District”, seconded by Gundersen, Ayes: Unanimous.

New Business:

City Attorney Mike O’Bradovich gave brief history of the tribal communications with the City since 2009. Recommend that the building codes should meet same standards of all other buildings in Carter Lake. The City Council in the past was not opposed to gaming, but there is no “Gaming” listed in the code. Therefore it makes sense to add gaming to land that is designated as “trust land”. The council recommendation that gaming only be allowed on Indian tribal land and that is why the board had the hearing tonight. Gundersen expressed concerns about spot zoning. City Attorney said, no this is adding an approved use to the land development ordinances. When property was rezoned on the riverfront for the Omaha Tribe, it was a recognition of the most appropriate use of the property at that time. Podraza asked if they can add a conditional use permit. City Attorney, said yes you can. Bradburn asked what would be the purpose; the Tribe can do whatever they wanted but want to be good neighbors with the City so they are following along with our required processes. Gundersen moved to adopt the new language to the zoning matrix, seconded by Dueling. Ayes: Unanimous.

Chairman requested a representative for the Ponca Tribe come up to review the Commercial Building Permit application. Doug Jandro, Vice President of Business Development for Kraus-Anderson Construction Company is here on the site work and demolition permits. Trisha Sieh, Civil Engineer/Project Manager with Kimley Horn.

Trailer is being eliminated, Gundersen brought up the stormwater problems. Tribe does not want to invest a bunch money because the first building is temporary, asking to add conditions to developer agreement to have the remaining issues completed in 3-4 years if phase 2-3 do not get completed.

Islands have been created in the parking lot to take some of the incidental stormwater and regrading of the soil will be done in increase infiltrate better than what is currently there. The final plan will include a permanent storm water system.

Doug: This structure is called temporary because it will be open while they are building the new casino so this building will either go away or be incorporated into the permanent facility. They will plan the storm water management for the permanent casino

Jay: The board wants to know what is considered temporary. Temporary could be 10 years, 1 year 6 months?

Doug: Right now from what the design team is being told that assuming all funding and financing is put into place to larger structure would be in operation in 2020. And we certainly expect if that does not happen in that timeframe they would should enter into a developer agreement with the city to give ourselves that time frame. If after 5 years if a permanent structure is not built the tribe will need to come into compliance with all the requirements of that zoning district.

City Attorney asked Lem Sheard, building inspector, to come forward, has the tribe submitted their applications? Lem stated yes last week for footings, grading and foundation plans. Has not acted on anything yet. Lem does not have any concerns about the building but has not had chance to review the revised drawings. Attorney, that if Lem believes special inspectors are needed to inspect certain parts, that you have the right to request those inspections.

Jay, see no problem with footings plan, he does see issues with the site plan because of the drainage. Planning board is making recommendation to council, because of the drainage plan is not adequate.

Larry Wright, representing the tribe, this is not our first option to build a temporary building, but the fact that the Tribe does not have a compact with the state and governor's office we cannot financially move forward with the entire build out. The board thanked Larry for the information and want to make sure if it is a temporary building then it be truly temporary. How long it stays temporary is based on the State of Iowa. Gundersen moved to approve the footing plan, seconded by Dueling. Ayes: Unanimous.

Gundersen moved to deny drainage plan, seconded by Bradburn. Ayes: Unanimous.

Now they don't have to come back to the Planning Board for these two permits because the board has made their decision, now it falls to the City Council since this is the recommendation from Board.

Election of Officers for 2018: Gundersen moved to appoint Kathy Dueling as Chairman, seconded by Fisher Ayes: Gundersen, Bradburn, Fisher, Podraza, Dueling. Ney: Palandri; Gunderson moved to appoint Ray Pauly as Vice-Chairman, seconded by Kathy. Ayes: Gundersen, Bradburn, Fisher, Podraza, Dueling. Ney: Palandri.

Due to the lateness, Podraza suggest the group table the Sign Ordinance and Comprehensive Plan until a later date.

Comments from City Attorney, wants the board to take to heart what he said earlier allowing them to do what they need to do on trust land is one thing, requiring them to do what you expect on non-trust land is

where you have your ability to influence what it looks like. There is no question that the development cannot be at all times just on trust land and they know that. The water issue that Jay was talking about, back to 1993 when all the water came and there is no good answer to it, the best answer left when Omaha would not work with us in putting a pipe underneath Abbott Drive and that was a matter of timing. The City Engineer at that time made the recommendation and the former engineers Schemmer's Associates made the same recommendation but it simply never got done. And storm water utility, retention and detention ponds. It's not just the property owner's problem of what to do with the water, but it affects all the neighboring properties and that is where the city's interest comes in. The Council needs to address the issue or it will keep coming back over and over again in the future and hopefully the Council will get a plan in place to correct the problem.

With no further comments, meeting adjourned at 8:45 p.m.

Tim Podraza, Co-Chairman

Jackie Stender, City Clerk

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
ACCOUNTS PAYABLE CLAIMS					

GENERAL					
LIABILITIES					
CITY OF CARTER LAKE	SERVICE CHARGE	1.00		64633	5/23/18
CITY OF CARTER LAKE	SERVICE CHARGE	1.00	2.00	64633	5/23/18
CARTER LAKE PEACE OFFICERS	POLICE DUES	120.00		64632	5/23/18
CARTER LAKE PEACE OFFICERS	POLICE DUES	120.00	240.00	64632	5/23/18
COLONIAL INSURANCE CO	Colonial Ins		139.88	1321970	5/23/18
DELTA DENTAL OF IOWA	DENTAL INS	208.92		1321960	5/23/18
DELTA DENTAL OF IOWA	DENTAL INS	208.94	417.86	1321960	5/23/18
FANCY STITCHING	UNIFORMS		40.00	64634	5/23/18
FED/FICA TAXES	FED/FICA TAX	365.78		1321940	5/01/18
FED/FICA TAXES	FED/FICA TAX	7,343.19		1321953	5/09/18
FED/FICA TAXES	FED/FICA TAX	7,317.41		1321955	5/23/18
FED/FICA TAXES	FED/FICA TAX	365.78	15,392.16	1321962	5/31/18
IPERS	IPERS	29.76		1321956	5/23/18
IPERS	IPERS	4,771.27		1321956	5/23/18
IPERS	IPERS	4,805.78	9,606.81	1321956	5/23/18
GIS BENEFITS	LIFE INSURANCE	95.65		1321959	5/23/18
GIS BENEFITS	LIFE INSURANCE	95.64	191.29	1321959	5/23/18
NEBR CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	36.01		1321954	5/09/18
NEBR CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	36.01	72.02	1321961	5/23/18
TREASURER, STATE OF IOWA	STATE TAXES	71.00		1321957	5/23/18
TREASURER, STATE OF IOWA	STATE TAXES	1,278.50		1321957	5/23/18
TREASURER, STATE OF IOWA	STATE TAX	1,279.00	2,628.50	1321957	5/23/18
US DEPT OF EDUCATION	GARNISHMENT	190.81		64562	5/09/18
US DEPT OF EDUCATION	GARNISHMENT	221.20	412.01	64635	5/23/18
WELLMARK BLUE CROSS AND	MEDICAL INS	3,218.66		1321958	5/23/18
WELLMARK BLUE CROSS AND	MEDICAL INS	3,474.31	6,692.97	1321958	5/23/18
			=====		
LIABILITIES			35,835.50		
POLICE					
ALL CREATURES VET CLINIC	ANNUAL EXAM AND SHOTS	185.14		64650	5/31/18
ALL CREATURES VET CLINIC	ANNUAL EXAM AND SHOTS	36.00	221.14	64650	5/31/18
BLACK HILLS ENERGY	UTILITIES		241.92	1321964	5/20/18
CHIEF LAW ENFORCEMENT SUPPLY	TINT METER		158.00	64571	5/11/18
COLONIAL INSURANCE CO	Colonial Ins		90.17	1321970	5/23/18
JOSH J. DRISCOLL	REIMBURSE TRAINING TRAVEL		267.39	64579	5/11/18
GALLS LLC	UNIFORMS/DRISCOLL		151.00	64659	5/31/18
GREAT PLAINS UNIFORMS LLC	UNIFORMS/POLICE-EDMUNDS	150.50		64582	5/11/18
GREAT PLAINS UNIFORMS LLC	UNIFORMS/POLICE-GONISOR	700.00		64660	5/31/18
GREAT PLAINS UNIFORMS LLC	UNIFORMS/POLICE GONSIOR	75.00		64660	5/31/18
GREAT PLAINS UNIFORMS LLC	UNIFORMS/POLICE-SWINARSKI	73.50	999.00	64660	5/31/18
IA LAW ENFORCEMENT ACADEMY	TUITION-MAXWELL EDMONDS		6,240.00	64647	5/31/18
NAPA AUTO PARTS	VEHICLE REPAIRS	59.98		64674	5/31/18
NAPA AUTO PARTS	VEHICLE REPAIRS	108.99		64674	5/31/18
NAPA AUTO PARTS	VEHICLE REPAIRS	10.69	179.66	64674	5/31/18

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES	71.50	64599		5/11/18
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES	623.63	695.13	64676	5/31/18
OPPD	UTILITIES		421.45	1321963	5/20/18
MATTHEW OWENS	Supplies/K-9 Dog Food	53.49		64619	5/17/18
MATTHEW OWENS	DOG FOOD	53.49	106.98	64648	5/31/18
PETTY CASH	POLICE-OPERATING SUPPLIES		27.99	64682	5/31/18
RIVERSIDE AUTO WASH	Car Washes/Police - 5 CARS		400.00	64607	5/11/18
STANARD & ASSOCIATES, INC	TESTING-POLICE		123.00	64690	5/31/18
VERIZON WIRELESS	PHONES/WIFI CRUISERS	118.91		64617	5/11/18
VERIZON WIRELESS	WIFI CRUISERS	280.09	399.00	64617	5/11/18
WEX BANK	FUEL		1,761.30	1321967	5/02/18
			=====		
	POLICE				12,483.13
	FIRE				
CITY OF BELLEVUE	TRAINING/FIRE		200.00	64563	5/11/18
BLACK HILLS ENERGY	UTILITIES		308.99	1321964	5/20/18
BLUFFS ELECTRIC, INC.	INSTALLATION AT FIRE DEPT		401.37	64564	5/11/18
CENTURY LAUNDRY DISTRIBUTING	WASHING MACHINE REPAIRS		743.52	64541	5/03/18
CHI HEALTH CLINIC	PHYSICALS/DISHONG		335.00	64570	5/11/18
W.S. DARLEY & CO	FIRE EQUIPMENT		350.10	64576	5/11/18
DOLLAR GENERAL-MSC 410526	SUPPLIES		80.25	64578	5/11/18
ECHO GROUP INC	LIGHTS		84.15	64580	5/11/18
JONES AUTOMOTIVE, INC.	MOVE EQUIPMENT FOR NEW TRUCK	325.00		64589	5/11/18
JONES AUTOMOTIVE, INC.	FIRE REPAIR-06 CROWN VIC	430.00	755.00	64668	5/31/18
MENARDS	SUPPLIES-FIRE DEPT		163.35	64594	5/11/18
MIDWEST TIRE CO INC	VEHICLE REPAIRS		351.96	64596	5/11/18
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES		106.99	64676	5/31/18
OPPD	UTILITIES		372.67	1321963	5/20/18
TRUCKS PLUS-MIDWEST LININGS	NEW FIRE TRUCK		3,786.00	64693	5/31/18
WEX BANK	FUEL		90.53	1321967	5/02/18
			=====		
	FIRE				8,129.88
	AMBULANCE				
EMERGENCY MEDICAL PRODUCTS	SUPPLIES/AMBULANCE		987.13	64581	5/11/18
IOWA WESTERN COMM COLLEGE	TRAINING - EMS		15.00	64665	5/31/18
MCMULLEN FORD INC.	GEAR SHIFT #1352		298.38	64593	5/11/18
459-PRAXAIR DISTRIBUTION INC	SUPPLIE-AMBULANCE	29.05		64602	5/11/18
459-PRAXAIR DISTRIBUTION INC	SUPPLIES-AMBULANCE	28.45	57.50	64686	5/31/18
VERIZON WIRELESS	PHONES/WIFI CRUISERS		38.98	64617	5/11/18
WEX BANK	FUEL		136.51	1321967	5/02/18
			=====		
	AMBULANCE				1,533.50
	BUILDING INSPECTOR				
BLACK HILLS ENERGY	UTILITIES		14.23	1321964	5/20/18
JAS PACIFIC	LAKESIDE INSPECTIONS		1,345.00	64587	5/11/18
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES		136.98	64676	5/31/18
OPPD	UTILITIES		37.19	1321963	5/20/18
PETTY CASH	BLDG INSPECT/FUEL		20.00	64682	5/31/18

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
VERIZON WIRELESS	PHONES/WIFI CRUISERS	26.64	64617	5/11/18	
		=====			
	BUILDING INSPECTOR	1,580.04			
	ANIMAL CONTROL				
NEBRASKA HUMANE SOCIETY	CONTRACT-ANIMAL CONTROL	15.00	64597	5/11/18	
VERIZON WIRELESS	PHONES/WIFI CRUISERS	26.64	64617	5/11/18	
WEX BANK	FUEL	45.60	1321967	5/02/18	
		=====			
	ANIMAL CONTROL	87.24			
	TRAFFIC				
OPPD	UTILITIES	125.11	1321963	5/20/18	
		=====			
	TRAFFIC	125.11			
	WEED CONTROL				
TIMOTHY H EVERS	WEED ABATEMENTS	1,075.00	64638	5/23/18	
		=====			
	WEED CONTROL	1,075.00			
	LIBRARY				
SYNCB/AMAZON	PROGRAMS-LIBRARY	1,278.13	64636	5/23/18	
BLACK HILLS ENERGY	UTILITIES	143.76	1321964	5/20/18	
COX BUSINESS SERVICES	PHONE/LIBRARY 0017210016628602	67.46	64618	5/17/18	
COX BUSINESS SERVICES	TELEPHONE/INTERNET	96.00	1321966	5/20/18	
DATASERV CORPORATION	EQUIPMENT	148.45	64657	5/31/18	
GREAT AMERICAN FINANCIAL SERV	LIBRARY COPIER	103.28	64549	5/07/18	
OMAHA WORLD HERALD	RENEWAL	200.20	64679	5/31/18	
OPPD	UTILITIES	356.95	1321963	5/20/18	
PAPILLION SANITATION	DUMPSTERS	36.87	64551	5/07/18	
THE PENWORTHY COMPANY	BOOKS-LIBRARY	285.56	64620	5/17/18	
PETTY CASH	PETTY CASH - SUPPLIES	68.17	64545	5/03/18	
PETTY CASH	POSTAGE	68.02	136.19	64683	5/31/18
QUILL CORPORATION	SUPPLIES-LIBRARY	465.33	64546	5/03/18	
QUILL CORPORATION	SUPPLIES-LIBRARY	49.98	64552	5/07/18	
QUILL CORPORATION	SUPPLIES-LIBRARY	39.99	64621	5/17/18	
QUILL CORPORATION	SUPPLIES-LIBRARY	78.97	64621	5/17/18	
QUILL CORPORATION	SUPPLIES-LIBRARY	244.98	64621	5/17/18	
QUILL CORPORATION	BLDG-GROUNDS	655.19	1,534.44	64688	5/31/18
SWANK	MOVIE LICENSE FOR LIBRARY		391.00	64553	5/07/18
		=====			
	LIBRARY	4,778.29			
	PARKS/RECREATION				
BOTT, MICHELLE	DEPOSIT REFUND-PARKS	100.00	64637	5/23/18	
BRYAN HILL ENTERTAINMENT	PARADE AND FESTIVAL	425.00	64568	5/11/18	
BRYAN HILL ENTERTAINMENT	PARADE AND FESTIVAL	4,396.80	4,821.80	64653	5/31/18
COUNCIL BLUFFS COMMUNITY	RENTAL	450.00	64654	5/31/18	

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
COUNCIL BLUFFS COMMUNITY	RENTAL	300.00	750.00	64654	5/31/18
FANCY STITCHING	FISHING DERBY T-SHIRTS		480.00	64646	5/31/18
HERNANDEZ, MARIA	REFUND DEPOSIT-PARK RENTAL		100.00	64550	5/07/18
HOLLENBACH, KENDRA	FACE PAINT SUPPLIES		75.00	64663	5/31/18
TREASURER, STATE OF IOWA	SALES TAX/Parks		326.19	1321977	5/20/18
LANOHA NURSERIES	TREES/PLANTS/PARKS		99.90	64670	5/31/18
LOU'S SPORTING GOODS	BASEBALL AND SOCCER UNIFORMS	4,147.12		64592	5/11/18
LOU'S SPORTING GOODS	BASEBALL UNIFORM	16.00	4,163.12	64592	5/11/18
LYONS, KELSEY	TBALL REFUND		40.00	64544	5/03/18
OMAHA COMPOUND COMPANY	SUPPLIES	379.41		64677	5/31/18
OMAHA COMPOUND COMPANY	SUPPLIES	126.79	506.20	64677	5/31/18
PNG	PONY RIDES-FESTIVAL		1,000.00	64685	5/31/18
PSOA	UMPIRE PAYMENTS	606.00		64604	5/11/18
PSOA	UMPIRE PAYMENTS	589.00		64604	5/11/18
PSOA	UMPIRE PAYMENTS	1,211.22	2,406.22	64687	5/31/18
AURORA REED	REFUND/PARK DEPOSIT		100.00	64622	5/17/18
SAM'S CLUB	SUPPLIES		3,501.90	64609	5/11/18
CHANDELLE SHEER	REFUND/PARK DEPOSIT		100.00	64623	5/17/18
SWANK	BLACK PANTHER		435.00	64691	5/31/18
THOMAS JEFFERSON HIGH SCHOOL	Games/Parade & Festival		500.00	64692	5/31/18
WALLACE SIGNS	SIGNAGE		47.00	64616	5/11/18
WISE, GARY	DJ SERVICES		500.00	64698	5/31/18
			=====		
	PARKS/RECREATION		20,052.33		
	SENIOR CENTER				
BLACK HILLS ENERGY	UTILITIES		230.48	1321964	5/20/18
COX BUSINESS SERVICES	TELEPHONE/INTERNET		53.60	1321966	5/20/18
CULLIGAN OF OMAHA	SUPPLIES-SEN CNTR 561860		36.99	64572	5/11/18
ECHO GROUP INC	LIGHTS		84.15	64580	5/11/18
MENARDS	SUPPLIES		310.80	64672	5/31/18
NAPA AUTO PARTS	VEHICLE REPAIRS		101.88	64674	5/31/18
OBBERG, LORRAINE	CLOTHING ALLOWANCE		104.08	64598	5/11/18
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES	24.79		64599	5/11/18
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES	29.98	54.77	64676	5/31/18
OPPD	UTILITIES		299.83	1321963	5/20/18
PETTY CASH	SENIOR CENTER/FUEL		44.95	64682	5/31/18
PETTY CASH/LINDA TICE	SUPPLIES-SENIOR CENTER		91.00	64601	5/11/18
LINDA TICE	REIMBURSE SUPPLIES		238.50	64612	5/11/18
WEX BANK	FUEL		252.63	1321967	5/02/18
			=====		
	SENIOR CENTER		1,903.66		
	LEGISLATIVE				
DAILY NONPAREIL	PUBLICATIONS/ADMIN ACCT	308.64		64575	5/11/18
DAILY NONPAREIL	GARAGE SALE AD	75.00	383.64	64575	5/11/18
OMAHA WORLD HERALD	ADVERTISING		79.60	64679	5/31/18
PETTY CASH	COUNCIL-OPERATING SUPP		48.18	64682	5/31/18
			=====		
	LEGISLATIVE		511.42		
	EXECUTIVE				

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
BLACK HILLS ENERGY	UTILITIES		14.23	1321964	5/20/18
CUMBERLEDGE, RON	PHONE REIMBURSEMENT	50.00		64573	5/11/18
CUMBERLEDGE, RON	PHONE REIMBURSEMENT	50.00	100.00	64656	5/31/18
J P COOKE CO	BRADBURN NAME PLATE		20.10	64669	5/31/18
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES		160.74	64599	5/11/18
OPPD	UTILITIES		37.19	1321963	5/20/18
PENNY'S VISIONS GALLERY	FRAMES - MAYOR WALL		800.00	64680	5/31/18
TIMOTHY MANDOLFO	BUSINESS CARDS		60.00	64611	5/11/18
			=====		
	EXECUTIVE		1,192.26		
	ADMINISTRATIVE				
BLACK HILLS ENERGY	UTILITIES		92.50	1321964	5/20/18
GREAT AMERICAN FINANCIAL SERV	LIBRARY COPIER		26.00	64549	5/07/18
HOLIDAY INN AIRPORT	TRAINING-ADMIN		100.80	64662	5/31/18
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES	13.39		64599	5/11/18
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES	171.72	185.11	64676	5/31/18
OPPD	UTILITIES		161.14	1321963	5/20/18
PAPILLION SANITATION	DUMPSTERS		125.79	64600	5/11/18
RESERVE ACCOUNT	Postage Reserve Acct 40752198		250.00	64684	5/31/18
LISA RUEHLE	MILEAGE TRAVEL FOR TRAINING		151.52	64649	5/31/18
WELLMARK BLUE CROSS AND	Health Insurance		632.84	1321958	5/23/18
WEX BANK	FUEL		324.42	1321967	5/02/18
			=====		
	ADMINISTRATIVE		2,050.12		
	LEGAL SERVICES				
MIDWEST SOUND & LIGHTING, INC.	RECORDER IN COUNCIL ROOM		4,709.00	64595	5/11/18
			=====		
	LEGAL SERVICES		4,709.00		
	CITY HALL				
BLACK HILLS ENERGY	UTILITIES		334.42	1321964	5/20/18
COX BUSINESS SERVICES	TELEPHONE/INTERNET		668.87	1321966	5/20/18
DATASERV CORPORATION	MARCH ONLINE BACKUP 25788	215.60		64542	5/03/18
DATASERV CORPORATION	SOFTWARE	206.15		64577	5/11/18
DATASERV CORPORATION	SOFTWARE	152.00		64657	5/31/18
DATASERV CORPORATION	ONLINE BACKUP	206.15	779.90	64657	5/31/18
ECHO GROUP INC	LIGHTS		84.15	64580	5/11/18
IA DIVISION OF LABOR SERVICES	Boiler Inspections		120.00	64584	5/11/18
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES	21.58		64599	5/11/18
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES	69.99	91.57	64676	5/31/18
OPPD	UTILITIES		582.60	1321963	5/20/18
PRESTO-X	CONTRACT		41.00	64603	5/11/18
SAM'S CLUB	SUPPLIES		100.00	64609	5/11/18
WEBSITES TO IMPRESS	WEBSITE-HOSTING BACKUP	300.00		64697	5/31/18
WEBSITES TO IMPRESS	WEBSITE	240.00	540.00	64697	5/31/18
			=====		
	CITY HALL		3,342.51		
	MISC				

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
AUXIANT	Insurance Admin Fee		150.00	1321971	5/01/18
HANEY SHOE STORE	SAFETY BOOTS	389.97		64583	5/11/18
HANEY SHOE STORE	BOOTS-BUCHANAN	178.99	568.96	64661	5/31/18
UNITED STATES TREASURY	PCOR Health Ins Fee/Admin		47.46	64586	5/11/18
			=====		
	MISC		766.42		
			=====		
	GENERAL		100,155.41		
	PARKS HOTEL/MOTEL				
	LIABILITIES				
COLONIAL INSURANCE CO	Colonial Ins		81.34	1321970	5/23/18
DELTA DENTAL OF IOWA	DENTAL INS	46.29		1321960	5/23/18
DELTA DENTAL OF IOWA	DENTAL INS	46.39	92.68	1321960	5/23/18
FED/FICA TAXES	FED/FICA TAX	1,198.25		1321953	5/09/18
FED/FICA TAXES	FED/FICA TAX	1,506.35	2,704.60	1321955	5/23/18
IPERS	IPERS	646.70		1321956	5/23/18
IPERS	IPERS	722.68	1,369.38	1321956	5/23/18
GIS BENEFITS	LIFE INSURANCE	13.48		1321959	5/23/18
GIS BENEFITS	LIFE INSURANCE	13.50	26.98	1321959	5/23/18
TREASURER, STATE OF IOWA	STATE TAXES	186.06		1321957	5/23/18
TREASURER, STATE OF IOWA	STATE TAX	234.50	420.56	1321957	5/23/18
WELLMARK BLUE CROSS AND	MEDICAL INS	309.33		1321958	5/23/18
WELLMARK BLUE CROSS AND	MEDICAL INS	309.32	618.65	1321958	5/23/18
			=====		
	LIABILITIES		5,314.19		
	PARKS/RECREATION				
BLACK HILLS ENERGY	UTILITIES		14.23	1321964	5/20/18
BLUFFS ELECTRIC, INC.	PARK LIGHTS		358.11	64651	5/31/18
BRIGGS INC	TOILET PARTS - PARK		71.34	64567	5/11/18
CHI HEALTH CLINIC	PHYSICALS/REHired PARK EMPLOYEES		510.00	64570	5/11/18
COX BUSINESS SERVICES	TELEPHONE/INTERNET		55.64	1321966	5/20/18
J AND J SMALL ENGINE SERVICE	VEHICLE REPAIRS/PARKS		67.42	64666	5/31/18
LOVELAND GRASS PAD	PARKS	96.00		64671	5/31/18
LOVELAND GRASS PAD	PARKS	78.95	174.95	64671	5/31/18
MENARDS	SUPPLIES	117.36		64594	5/11/18
MENARDS	SUPPLIES	157.76	275.12	64594	5/11/18
ODEYS INC	FIELD SUPPLIES		140.85	64675	5/31/18
OPPD	UTILITIES		1,254.03	1321963	5/20/18
VERIZON WIRELESS	PHONES/WIFI CRUISERS		68.52	64617	5/11/18
WASTE MANAGEMENT	Portapot	159.59		64696	5/31/18
WASTE MANAGEMENT	Portapot	159.59	319.18	64696	5/31/18
WEX BANK	FUEL		300.93	1321967	5/02/18
			=====		
	PARKS/RECREATION		3,610.32		

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
		=====			
	PARKS HOTEL/MOTEL		8,924.51		
	AMBULANCE FEES				
	AMBULANCE				
EMS BILLING SERVICES, INC	BILLING/AMBULANCE	321.09	1321976	5/20/18	
HUMANA	REFUND - JOHN W AGEE	345.42	64543	5/03/18	
		=====			
	AMBULANCE		666.51		
		=====			
	AMBULANCE FEES		666.51		
	ROAD USE TAX				
	LIABILITIES				
COLONIAL INSURANCE CO	Colonial Ins		153.82	1321970	5/23/18
DELTA DENTAL OF IOWA	DENTAL INS	59.70		1321960	5/23/18
DELTA DENTAL OF IOWA	DENTAL INS	59.60	119.30	1321960	5/23/18
FED/FICA TAXES	FED/FICA TAX	779.07		1321953	5/09/18
FED/FICA TAXES	FED/FICA TAX	1,085.79	1,864.86	1321955	5/23/18
IPERS	IPERS	569.71		1321956	5/23/18
IPERS	IPERS	752.51	1,322.22	1321956	5/23/18
GIS BENEFITS	LIFE INSURANCE	13.52		1321959	5/23/18
GIS BENEFITS	LIFE INSURANCE	13.50	27.02	1321959	5/23/18
TREASURER, STATE OF IOWA	STATE TAXES	137.94		1321957	5/23/18
TREASURER, STATE OF IOWA	STATE TAX	197.50	335.44	1321957	5/23/18
WELLMARK BLUE CROSS AND	MEDICAL INS	704.43		1321958	5/23/18
WELLMARK BLUE CROSS AND	MEDICAL INS	704.42	1,408.85	1321958	5/23/18
		=====			
	LIABILITIES		5,231.51		
	ROAD USE				
AUXIANT	HEALTH INS/Maint		30.00	1321973	5/08/18
BLACK HILLS ENERGY	UTILITIES		417.82	1321964	5/20/18
BMAKK	CONCRETE	35.80		64565	5/11/18
BMAKK	CONCRETE	107.40		64565	5/11/18
BMAKK	CONCRETE	71.60		64565	5/11/18
BMAKK	CONCRETE	71.60		64565	5/11/18
BMAKK	CONCRETE	71.60	358.00	64565	5/11/18
BOBCAT OF OMAHA	PLATE COMPACTOR-FOR BOBCAT		4,500.00	64566	5/11/18
BOMGAARS	MAINT SUPPLIES		103.95	64652	5/31/18
ECHO GROUP INC	LIGHTS		84.15	64580	5/11/18
JOHNSTONE SUPPLY	PRESSURE RELEASE VALVE		101.05	64588	5/11/18
LAWSON PRODUCTS	SUPPLIES/MAINTENANCE		100.24	64591	5/11/18
MENARDS	SUPPLIES	8.76		64594	5/11/18
MENARDS	SUPPLIES	550.62		64594	5/11/18
MENARDS	SUPPLIES	118.51		64594	5/11/18
MENARDS	SUPPLIES	144.11		64672	5/31/18
MENARDS	SUPPLIES	560.95	1,382.95	64672	5/31/18

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
MOBOTREX	TRAFFIC SIGNS	800.00	64673		5/31/18
NAPA AUTO PARTS	VEHICLE REPAIRS	87.41	64674		5/31/18
OMAHA DOOR & WINDOW CO.	MAINT GARAGE DOOR	921.96	64678		5/31/18
OPPD	UTILITIES	257.97	1321963		5/20/18
PAPILLION SANITATION	DUMPSTERS	246.63	64600		5/11/18
PETTY CASH	MAINT-EQUIP REPAIRS	32.73	64682		5/31/18
PRESTO-X	CONTRACT	37.00	64603		5/11/18
PRESTO-X	CONTRACT	82.00	119.00	64603	5/11/18
READY MIXED CONCRETE CO.	CONCRETE 9TH AND J	529.84	64605		5/11/18
READY MIXED CONCRETE CO.	CONCRETE 9TH AND AVE J	899.68	64605		5/11/18
READY MIXED CONCRETE CO.	CONCRETE 15TH AND STELLA	731.26	64605		5/11/18
READY MIXED CONCRETE CO.	15th & STELLA 9TH & LOCUST	1,093.37	64605		5/11/18
READY MIXED CONCRETE CO.	13TH AND REDICK	420.05	64689		5/31/18
READY MIXED CONCRETE CO.	13TH AND REDICK	295.94	64689		5/31/18
READY MIXED CONCRETE CO.	13TH AND REDICK	563.60	4,533.74	64689	5/31/18
STETSON BUILDING PRODUCTS	SUPPLIES	130.36	64610		5/11/18
VERIZON WIRELESS	PHONES/WIFI CRUISERS	121.80	64617		5/11/18
WEX BANK	FUEL	360.11	1321967		5/02/18
			=====		
	ROAD USE		14,689.87		
	STREET LIGHTS				
OPPD	UTILITIES	11,826.05	1321963		5/20/18
			=====		
	STREET LIGHTS		11,826.05		
			=====		
	ROAD USE TAX		31,747.43		
	EMPLOYEE BENEFITS				
	POLICE				
AUXIANT	HEALTH INS/Police	160.00	1321972		5/01/18
AUXIANT	HEALTH INS/Police	263.79	1321973		5/08/18
AUXIANT	HEALTH INS/Police	252.50	1321974		5/15/18
AUXIANT	HEALTH INS/Police	506.03	1,182.32	1321978	5/22/18
GIS BENEFITS	LIFE INSURANCE		10.80	1321959	5/23/18
			=====		
	POLICE		1,193.12		
			=====		
	EMPLOYEE BENEFITS		1,193.12		
	UR #4				
	URBAN RENEWAL				
KWIK SHOP	TIF Rebate - UR#4 Kwik Shop	5,308.14	64590		5/11/18
			=====		
	URBAN RENEWAL		5,308.14		

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	UR #4	5,308.14			
	URBAN RENEWAL #2				
	URBAN RENEWAL				
PETTY CASH	RECORDING FEES-UR	26.00	64682	5/31/18	
WALLACE SIGNS	SIGNAGE-C-2 ADD GAMING	100.00	64616	5/11/18	
	URBAN RENEWAL	126.00			
	URBAN RENEWAL #2	126.00			
	DEBT SERVICE				
	DEBT SERVICE				
D A DAVIDSON & CO	ANNUAL DISCLOSURE FILING	1,000.00	64574	5/11/18	
	DEBT SERVICE	1,000.00			
	DEBT SERVICE	1,000.00			
	LAKE PROJECTS				
	LAKE PROJECTS				
CITY OF OMAHA CASHIER	SEWER	172.69	64655	5/31/18	
CITY OF OMAHA CASHIER	SEWER	102.19	64655	5/31/18	
	LAKE PROJECTS	274.88			
	LAKE PROJECTS	274.88			
	WATER REVENUE				
	LIABILITIES				
COLONIAL INSURANCE CO	Colonial Ins	22.33	1321970	5/23/18	
DELTA DENTAL OF IOWA	DENTAL INS	8.67	1321960	5/23/18	
DELTA DENTAL OF IOWA	DENTAL INS	8.66	17.33	1321960	5/23/18
FED/FICA TAXES	FED/FICA TAX	68.70	1321940	5/01/18	
FED/FICA TAXES	FED/FICA TAX	150.70	1321953	5/09/18	
FED/FICA TAXES	FED/FICA TAX	146.04	365.44	1321955	5/23/18
IPERS	IPERS	66.82	1321956	5/23/18	
IPERS	IPERS	84.15	1321956	5/23/18	
IPERS	IPERS	82.23	233.20	1321956	5/23/18
GIS BENEFITS	LIFE INSURANCE	2.99	1321959	5/23/18	
GIS BENEFITS	LIFE INSURANCE	2.99	5.98	1321959	5/23/18
TREASURER, STATE OF IOWA	STATE TAXES	25.25	1321957	5/23/18	

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
TREASURER, STATE OF IOWA	STATE TAX	24.50	49.75	1321957	5/23/18
WELLMARK BLUE CROSS AND	MEDICAL INS	72.51		1321958	5/23/18
WELLMARK BLUE CROSS AND	MEDICAL INS	72.52	145.03	1321958	5/23/18
			=====		
	LIABILITIES		839.06		
	WATER				
COUNCIL BLUFFS WATER WORKS	WATER TESTING MISC00000349874		100.00	64569	5/11/18
IOWA ONE CALL	LOCATES/WATER & SEWER		23.05	64664	5/31/18
TREASURER, STATE OF IOWA	SALES TAX/water	2,963.96	1321977	5/20/18	
JOHNSON HARDWARE CO	KEYS		51.80	64667	5/31/18
JESSICA MABEN	Deposit Refund/water		83.75	64540	5/01/18
MUD	WATER ACCT 112000331048		15,489.49	1321965	5/20/18
NAPA AUTO PARTS	VEHICLE REPAIRS	7.99		64674	5/31/18
NAPA AUTO PARTS	VEHICLE REPAIRS	344.99	352.98	64674	5/31/18
PEOPLESERVICE, INC	BILLING/WATER		17,363.32	64681	5/31/18
RICHARD ROHAN	MILEAGE-WATER TESTING		39.24	64547	5/03/18
UTILITY EQUIPMENT CO	SUPPLIES-WATER INV.	15.50		64613	5/11/18
UTILITY EQUIPMENT CO	SUPPLIES-WATER	61.90	77.40	64694	5/31/18
UPS	POSTAGE	4.23		64614	5/11/18
UPS	POSTAGE	18.56	22.79	64614	5/11/18
VOICE & DATA SYSTEMS INC	INSTALL DATA LINE FOR TESTER		329.62	64695	5/31/18
			=====		
	WATER		36,897.40		
			=====		
	WATER REVENUE		37,736.46		
	SEWER REVENUE				
	LIABILITIES				
COLONIAL INSURANCE CO	Colonial Ins		22.33	1321970	5/23/18
DELTA DENTAL OF IOWA	DENTAL INS	8.66		1321960	5/23/18
DELTA DENTAL OF IOWA	DENTAL INS	8.65	17.31	1321960	5/23/18
FED/FICA TAXES	FED/FICA TAX	150.65		1321953	5/09/18
FED/FICA TAXES	FED/FICA TAX	146.01	296.66	1321955	5/23/18
IPERS	IPERS	84.16		1321956	5/23/18
IPERS	IPERS	82.22	166.38	1321956	5/23/18
GIS BENEFITS	LIFE INSURANCE	2.99		1321959	5/23/18
GIS BENEFITS	LIFE INSURANCE	2.99	5.98	1321959	5/23/18
TREASURER, STATE OF IOWA	STATE TAXES	25.25		1321957	5/23/18
TREASURER, STATE OF IOWA	STATE TAX	24.50	49.75	1321957	5/23/18
WELLMARK BLUE CROSS AND	MEDICAL INS	72.53		1321958	5/23/18
WELLMARK BLUE CROSS AND	MEDICAL INS	72.51	145.04	1321958	5/23/18
			=====		
	LIABILITIES		703.45		
	SEWER				
CITY OF OMAHA CASHIER	SEWER		49,336.32	64655	5/31/18
COX BUSINESS SERVICES	TELEPHONE/INTERNET		194.74	1321966	5/20/18
ECHO GROUP INC	SUPPLIES		9.29	64658	5/31/18

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
IOWA ONE CALL	LOCATES/WATER & SEWER	23.05	64664		5/31/18
TREASURER, STATE OF IOWA	SALES TAX/Sewer	542.63	1321977		5/20/18
OPPD	UTILITIES	1,952.73	1321963		5/20/18
WEX BANK	FUEL	136.42	1321967		5/02/18
		=====			
	SEWER	52,195.18			
		=====			
	SEWER REVENUE	52,898.63			
	GARBAGE FEES				
	GARBAGE				
TREASURER, STATE OF IOWA	SALES TAX/Trash	1.12	1321977		5/20/18
IA WASTE SERVICES LLC	LANDFILL TONAGE	2,738.98	64585		5/11/18
RED RIVER WASTE SOLUTIONS LP	GARBAGE CONTRACT	10,424.16	64606		5/11/18
		=====			
	GARBAGE	13,164.26			
		=====			
	GARBAGE FEES	13,164.26			
	VILLAGE POST OFFICE				
	VILLAGE POST OFFICE				
USPS - US POSTAL SERVICE	POSTAGE/POST OFFICE	3,187.50	1321975		5/15/18
		=====			
	VILLAGE POST OFFICE	3,187.50			
		=====			
	VILLAGE POST OFFICE	3,187.50			
		=====			
	TOTAL ACCOUNTS PAYABLE CHECKS	256,382.85			
 PAYROLL CHECKS					

	001 GENERAL	1,691.92			
	600 WATER REVENUE	387.93			
		=====			
	PAYROLL CHECKS ON 5/01/2018	2,079.85			
	001 GENERAL	20,736.18			
	004 PARKS HOTEL/MOTEL	4,074.29			
	110 ROAD USE TAX	2,749.38			
	600 WATER REVENUE	376.16			
	610 SEWER REVENUE	376.16			

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

FUND FUND NAME	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
		=====		
PAYROLL CHECKS ON 5/09/2018		28,312.17		
001 GENERAL		20,719.29		
004 PARKS HOTEL/MOTEL		5,145.99		
110 ROAD USE TAX		3,632.69		
600 WATER REVENUE		368.40		
610 SEWER REVENUE		368.39		
		=====		
PAYROLL CHECKS ON 5/23/2018		30,234.76		
		=====		
TOTAL PAYROLL CHECKS		60,626.78		
		=====		
**** PAID TOTAL ****		317,009.63		
		=====		
***** REPORT TOTAL *****		317,009.63		
		=====		

ACCOUNTS PAYABLE ACTIVITY
CLAIMS DEPT SUMMARY

DEPT DEPT NAME	INVOICE AMT	TOTAL	CHECK#	DATE
LIABILITIES	47,923.71			
POLICE	37,817.78			
FIRE	10,650.61			
AMBULANCE	2,200.01			
BUILDING INSPECTOR	3,055.04			
ANIMAL CONTROL	595.49			
ROAD USE	21,071.94			
STREET LIGHTS	11,826.05			
TRAFFIC	125.11			
WEED CONTROL	1,075.00			
LIBRARY	8,933.37			
PARKS/RECREATION	32,882.93			
LAKE PROJECTS	274.88			
SENIOR CENTER	4,989.71			
URBAN RENEWAL	5,434.14			
LEGISLATIVE	1,335.42			
EXECUTIVE	2,060.18			
ADMINISTRATIVE	7,420.19			
LEGAL SERVICES	4,709.00			
CITY HALL	3,541.27			
MISC	766.42			
DEBT SERVICE	1,000.00			
WATER	38,029.89			
SEWER	52,939.73			
GARBAGE	13,164.26			
VILLAGE POST OFFICE	3,187.50			

ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY

FUND	FUND NAME	INVOICE AMT	TOTAL	CHECK#	DATE
001	GENERAL	143,302.80			
004	PARKS HOTEL/MOTEL	18,144.79			
010	AMBULANCE FEES	666.51			
110	ROAD USE TAX	38,129.50			
112	EMPLOYEE BENEFITS	1,193.12			
128	UR #4	5,308.14			
145	URBAN RENEWAL #2	126.00			
200	DEBT SERVICE	1,000.00			
305	LAKE PROJECTS	274.88			
600	WATER REVENUE	38,868.95			
610	SEWER REVENUE	53,643.18			
670	GARBAGE FEES	13,164.26			
760	VILLAGE POST OFFICE	3,187.50			

**CITY OF CARTER LAKE
RECEIPTS
MAY 2018**

GENERAL TOTAL	114,207.79
COMMUNITY CENTER TOTAL	33,470.36
PARKS HOTEL/MOTEL TOTAL	53,552.56
LIBRARY RESERVE TOTAL	60.67
E OMAHA DD #21 TOTAL	0.49
AMBULANCE FEES TOTAL	9,190.90
CASINO - PONCA TRIBE TOTA	101,200.00
SIDEWALK ASSESSMENT TOTAL	196.00
ROAD USE TAX TOTAL	45,463.47
EMPLOYEE BENEFITS TOTAL	12,050.21
LOCAL OPTION TAX TOTAL	22,622.80
LOST - UNALLOCATED TOTAL	10,796.68
UR #1T TOTAL	12,772.65
UR #1NT TOTAL	16,256.09
UR #3 TOTAL	67,253.30
UR #5 TOTAL	14,708.33
POLICE FORFEITURE TOTAL	0.62
DEBT SERVICE TOTAL	12,980.27
WATER REVENUE TOTAL	56,444.90
WATER DEPOSITS TOTAL	1,050.00
SEWER REVENUE TOTAL	65,885.26
GARBAGE FEES TOTAL	10,301.31
VILLAGE POST OFFICE TOTAL	1,671.43
TOTAL REVENUE BY FUND	\$ 662,136.09

OVERTIME AND COMPTIME REPORT

May 4, 2018

MAINTENANCE OVERTIME

		<u>HOURS</u>	<u>AMOUNTS</u>
STANLEY OLSEN			
04/30/18	Barricades/Park faucet/dead racoon	2	60.04
05/01/18	Barricades / turn water on	2 3/4	82.56
05/02/18		1/4	7.51
05/03/18	Concrete work	1	30.02
05/04/18	Mabrey bathroom / locates	1/2	15.01
		<u>6 1/2</u>	<u>\$ 195.13</u>
RANDY SMITH			
05/03/18	Concrete work	1/4	5.30
05/04/18	Concrete work	1/2	10.61
		<u>3/4</u>	<u>\$ 15.91</u>
PHILIP BUCANAN			
05/03/18	Concrete work	1	19.01
05/04/18	Concrete work	1/2	9.51
		<u>1 1/2</u>	<u>\$ 28.52</u>
	TOTAL MAINT OVERTIME:	8 3/4	\$ 239.55

POLICE OVERTIME

		<u>HOURS</u>	<u>AMOUNTS</u>
GARY CHAMBERS			
04/28/18	Drug take back	5	\$ 205.80
BROCK GENTILE			
05/03/18	Late arrest	2	\$ 73.11
MATT OWENS			
4/30 to 5/4	1/2 hr x 6 days / Dog Maintenance	3	\$ 107.42
ADAM SWINARSKI			
04/25/18	Cover shift	3/4	24.93
05/02/18	Called in early / officer sick	1/4	8.31
		<u>1</u>	<u>\$ 33.24</u>
	TOTAL POLICE OVERTIME:	11	\$ 419.57

PARKS DEPT OVERTIME

		<u>HOURS</u>	<u>AMOUNTS</u>
RONNIE FISHER			
04/21/18	Field prep	2	40.84
04/29/18	Field prep	2	40.84
		<u>4</u>	<u>\$ 81.68</u>
MARK MURRAY			
04/21/18	Field prep	2	57.66
04/23/18		1/4	7.21
04/29/18	Field prep	2	57.66
		<u>4 1/4</u>	<u>\$ 122.53</u>
	TOTAL PARKS OVERTIME:	8 1/4	\$ 204.21

ADMIN OVERTIME:

		<u>HOURS</u>	<u>AMOUNTS</u>
LISA RUEHLE			
04/26/18	Insurance updates	1 1/4	51.83
	TOTAL ADMIN OVERTIME:	1 1/4	\$ 51.83
	TOTAL ALL OVERTIME:	29 1/4	\$ 915.16

OVERTIME AND COMPTIME REPORT

May 4, 2018

<u>COMPTIME EARNED:</u>		<u>HOURS</u>
JOSH DRISCOLL		
04/21/18		4 = 6
MAX EDMONDS		
04/29/18	Drive to academy	2
05/02/18	Late class	2
05/04/18	Drive home from academy	2
		<u>6 = 9</u>
BROCK GENTILE		
04/21/18		1 1/2 = 2 1/4
TOTAL COMPTIME EARNED:		<u>17 1/4 HRS</u>

<u>COMPTIME USED:</u>		<u>HOURS</u>
GARY CHAMBERS		
04/21/18		2
JOSH DRISCOLL		
04/30/18		1
05/01/18		1
05/02/18		1
05/04/18		1
		<u>4</u>
RYAN GONSIOR		
04/22/18		1
TOTAL COMPTIME USED:		<u>7 HRS</u>

<u>COMPTIME BALANCES:</u>	<u>HOURS</u>
GARY CHAMBERS	4 1/4
JOSH DRISCOLL	13 3/4
MAX EDMONDS	9
BROCK GENTILE	2 1/4
RYAN GONSIOR	4 1/2
MATT OWENS	21 3/4
ADAM SWINARSKI	13 1/2
TOTAL COMP BALANCES:	<u>69</u>

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

OVERTIME AND COMPTIME REPORT

May 18, 2018

MAINTENANCE OVERTIME

		<u>HOURS</u>	<u>AMOUNTS</u>
STANLEY OLSEN			
05/07/18		3/4	22.52
05/08/18		2	60.04
05/09/18		2 1/2	75.05
05/13/18		2	60.04
05/14/18		1	30.02
05/16/18		2 1/2	75.05
05/17/18		1/4	7.51
05/18/18		1 1/4	37.53
		<u>12 1/4</u>	<u>\$ 367.75</u>
RANDY SMITH			
05/09/18	No lunch	1/2	10.61
05/15/18		1/4	5.30
05/16/18	Call out - Jet sewer Owen Parkway	2	42.42
		<u>2 3/4</u>	<u>\$ 58.33</u>
PHILIP BUCANAN			
05/08/18		1/4	4.75
05/11/18	No lunch	1/2	9.51
05/14/18	No lunch	1/2	9.51
05/17/18	No lunch	1/2	9.51
		<u>1 3/4</u>	<u>\$ 33.27</u>
	TOTAL MAINT OVERTIME:	16 3/4	\$ 459.34

POLICE OVERTIME

		<u>HOURS</u>	<u>AMOUNTS</u>
JOSH DRISCOLL			
05/05/18	Early call	1/4	\$ 10.99
MATT OWENS			
5/5 to 5/18	1/2 hr x 6 days / Dog Maintenance	3	\$ 107.42
ADAM SWINARSKI			
05/17/18	STEP	11	\$ 365.64
	TOTAL POLICE OVERTIME:	14 1/4	\$ 484.05

PARKS DEPT OVERTIME

		<u>HOURS</u>	<u>AMOUNTS</u>
RONNIE FISHER			
05/06/18	Field prep	2	40.84
05/12/18	Field prep	4 1/4	86.79
05/13/18	Field prep	4	81.68
		<u>10 1/4</u>	<u>\$ 209.31</u>
MARK MURRAY			
05/06/18	Field prep	2	57.66
05/12/18	Field prep	8	230.64
05/13/18	Field prep	9	259.47
		<u>19</u>	<u>\$ 547.77</u>
	TOTAL PARKS OVERTIME:	29 1/4	\$ 757.08
	TOTAL ALL OVERTIME:	60 1/4	\$ 1,700.47

OVERTIME AND COMPTIME REPORT

May 18, 2018

<u>COMPTIME EARNED:</u>		<u>HOURS</u>
JOSH DRISCOLL		
05/09/18	Meeting with Mayor and Council	1 1/2
05/11/18	Cover shift	4
		<u>5 1/2 = 8 1/4</u>
MAX EDMONDS		
05/06/18	Drive to academy	2
05/11/18	Drive home from academy	2
05/13/18	Drive to academy	2
05/18/18	Drive home from academy	2
		<u>8 = 12</u>
RYAN GONSIOR		
05/08/18	Late call	1/4
05/09/18	Special assignment	1
		<u>1 1/4 = 2</u>
TOTAL COMPTIME EARNED:		<u><u>22 1/4 HRS</u></u>

<u>COMPTIME USED:</u>		<u>HOURS</u>
JOSH DRISCOLL		
05/15/18		1/2
05/16/18		2
		<u>2 1/2</u>
BROCK GENTILE		
05/09/18		1 1/2
05/13/18		3/4
		<u>2 1/4</u>
RYAN GONSIOR		
05/16/18		2
MATT OWENS		
05/16/18		1
TOTAL COMPTIME USED:		<u><u>7 3/4 HRS</u></u>

<u>COMPTIME BALANCES:</u>	<u>HOURS</u>
GARY CHAMBERS	4 1/4
JOSH DRISCOLL	19 1/2
MAX EDMONDS	21
BROCK GENTILE	0
RYAN GONSIOR	4 1/2
MATT OWENS	20 3/4
ADAM SWINARSKI	13 1/2
TOTAL COMP BALANCES:	<u><u>83 1/2</u></u>

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

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	11,339.35-	7,483.17-
002-000-1110	CHECKING - RESOURCE CENTER		839.26-
003-000-1110	CHECKING - COMMUNITY CENTER	33,470.36	922,788.29
004-000-1110	CHECKING - PARKS HOTEL/MOTEL	37,866.58	48,308.84-
005-000-1110	CHECKING - LIBRARY RESERVE	60.67	7,307.59
007-000-1110	CHECKING - FIRE DONATIONS		1,100.20
008-000-1110	CHECKING - POOL DONATIONS		501.00
010-000-1110	CHECKING - AMBULANCE FEES	8,524.39	237,757.13
011-000-1110	CHECKING - POLICE RESERVE UNIT		5,090.53
012-000-1110	CHECKING - CASINO PONCA TRIBE	101,200.00	101,200.00
015-000-1110	CHECKING - FIRE DEPT FEES		84,320.09
017-000-1110	CHECKING - BUILDING PERMIT DEP		1,000.00
018-000-1110	CHECKING - LAKE EXPENSES		13,626.18-
020-000-1110	CHECKING - SIDEWALK ASSESSMENT	196.00	12,133.08
110-000-1110	CHECKING - ROAD USE TAX	7,333.79	589,289.28
112-000-1110	CHECKING - EMPLOYEE BENEFITS	7,794.40-	426,551.50
119-000-1110	CHECKING - EMERGENCY TAX		1,915.49
121-000-1110	CHECKING - LOCAL OPTION-BOND \$	22,622.80	213,140.25
122-000-1110	CHECKING - LOST UNALLOCATED	10,796.68	158,857.99
125-000-1110	CHECKING - UR #1T	12,772.65	25,136.99
126-000-1110	CHECKING - UR #1NT	16,256.09	31,990.58
127-000-1110	CHECKING - UR #3	67,253.30	191,370.70
128-000-1110	CHECKING - UR #4	5,308.14-	31,226.55
129-000-1110	CHECKING - UR #5	14,708.33	789,734.73
145-000-1110	CHECKING - UR #2	126.00-	71,048.06
149-000-1110	CHECKING - UR RESERVE		20,000.00
150-000-1110	CHECKING - INFOUSA CEBA		36,550.66
160-000-1110	CHECKING - INFOUSA CEBA GRANT		38,021.75
200-000-1110	CHECKING - DEBT SERVICE	11,980.27	152,705.53
303-000-1110	CHECKING - AVENUE H PAVING		17,953.57-
304-000-1110	CHECKING - STORM WATER		20,249.05
305-000-1110	CHECKING - LAKE PROJECT	274.88-	18,876.90-
306-000-1110	CHECKING - LOCUST STREET		.48-
600-000-1110	CHECKING - WATER REVENUE	17,659.71	1,121,890.74
601-000-1110	CHECKING - WATER RESERVE		98,236.07
602-000-1110	CHECKING - WATER DEPOSITS	195.00	77,919.48
610-000-1110	CHECKING - SEWER REVENUE	12,242.05	862,714.62
611-000-1110	CHECKING - SEWER RESERVE		119,634.94
670-000-1110	CHECKING - GARBAGE FEES	2,862.95-	153,018.66
740-000-1110	CHECKING - STORM WATER FEES		69,602.92
760-000-1110	CHECKING - VILLAGE POST OFFICE	1,516.07-	191.67
	CHECKING TOTAL	345,916.88	6,567,107.72
001-000-1120	PETTY CASH - GENERAL		250.00
001-000-1121	PETTY CASH - LIBRARY		75.00
001-000-1122	PETTY CASH - POLICE		200.00
001-000-1123	PETTY CASH - PARKS		500.00
001-000-1124	PETTY CASH - SENIOR CENTER		200.00
011-000-1120	PETTY CASH - TOBACCO		200.00

BALANCE SHEET
CALENDAR 5/2018, FISCAL 11/2018

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
760-000-1120	PETTY CASH - POST OFFICE		150.00
	PETTY CASH TOTAL	----- .00	----- 1,575.00
001-000-1151	SAVINGS - GENERAL	45.12	983,249.90
009-000-1150	SAVINGS - E OMAHA DD #21	.49	19,423.79
177-000-1150	SAVINGS - POLICE FORFEITURE	.62	13,126.95
	SAVINGS TOTAL	----- 46.23	----- 1,015,800.64
001-000-1160	CD INVESTMENT	12.08	293,925.36
	INVESTMENTS TOTAL	----- 12.08	----- 293,925.36
950-000-1170	BANKERS TRUST LOST SINKING		499.93
951-000-1110	BANKERS TRUST ESCROW		.44
951-000-1170	BANKERS TRUST- 2015B GO LOST		3,127,278.00
	BANKERS TRUST TOTAL	----- .00	----- 3,127,778.37
	TOTAL CASH	=====	=====
		345,975.19	11,006,187.09
		=====	=====

BUDGET REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	916,315.00	60,261.80	737,355.37	80.47	178,959.63
	FIRE TOTAL	231,618.00	12,704.01	132,274.92	57.11	99,343.08
	AMBULANCE TOTAL	40,250.00	2,200.01	20,488.63	50.90	19,761.37
	BUILDING INSPECTOR TOTAL	66,000.00	3,788.73	41,157.25	62.36	24,842.75
	ANIMAL CONTROL TOTAL	20,567.00	773.02	7,275.92	35.38	13,291.08
	=====	=====	=====	=====	=====	=====
	PUBLIC SAFETY TOTAL	1,274,750.00	79,727.57	938,552.09	73.63	336,197.91
	ROAD USE TOTAL	490,073.00	26,303.63	269,649.23	55.02	220,423.77
	STREET LIGHTS TOTAL	144,000.00	11,826.05	129,871.97	90.19	14,128.03
	TRAFFIC TOTAL	1,500.00	125.11	1,373.51	91.57	126.49
	=====	=====	=====	=====	=====	=====
	PUBLIC WORKS TOTAL	635,573.00	38,254.79	400,894.71	63.08	234,678.29
	WEED CONTROL TOTAL	4,000.00	1,075.00	3,225.00	80.63	775.00
	=====	=====	=====	=====	=====	=====
	HEALTH & SOCIAL SERVICES TOTA	4,000.00	1,075.00	3,225.00	80.63	775.00
	LIBRARY TOTAL	153,112.00	11,672.82	122,874.29	80.25	30,237.71
	PARKS/RECREATION TOTAL	532,738.00	37,803.08	418,324.68	78.52	114,413.32
	LAKE PROJECTS TOTAL	7,500.00	.00	656.80	8.76	6,843.20
	COMM CENTER CIP TOTAL	.00	.00	40.00	.00	40.00-
	RESOURCE CENTER TOTAL	.00	.00	150.00	.00	150.00-
	SENIOR CENTER TOTAL	84,753.00	6,409.14	61,931.39	73.07	22,821.61
	=====	=====	=====	=====	=====	=====
	CULTURE & RECREATION TOTAL	778,103.00	55,885.04	603,977.16	77.62	174,125.84
	URBAN RENEWAL TOTAL	31,900.00	5,434.14	31,926.00	100.08	26.00-
	=====	=====	=====	=====	=====	=====
	COMMUNITY & ECONOMIC DEV TOTA	31,900.00	5,434.14	31,926.00	100.08	26.00-
	LEGISLATIVE TOTAL	30,274.00	1,593.38	21,706.07	71.70	8,567.93
	EXECUTIVE TOTAL	22,658.00	2,268.76	16,061.58	70.89	6,596.42
	ADMINISTRATIVE TOTAL	186,027.00	11,926.06	152,547.43	82.00	33,479.57
	ELECTIONS TOTAL	17,553.00	.00	17,552.34	100.00	.66
	LEGAL SERVICES TOTAL	50,000.00	4,709.00	25,121.80	50.24	24,878.20
	CITY HALL TOTAL	45,014.00	3,610.70	49,609.06	110.21	4,595.06-
	MISC TOTAL	47,960.00	766.42	33,803.74	70.48	14,156.26
	=====	=====	=====	=====	=====	=====
	GENERAL GOVERNMENT TOTAL	399,486.00	24,874.32	316,402.02	79.20	83,083.98
	DEBT SERVICE TOTAL	899,366.00	1,000.00	233,800.77	26.00	665,565.23
	=====	=====	=====	=====	=====	=====
	DEBT SERVICE TOTAL	899,366.00	1,000.00	233,800.77	26.00	665,565.23

BUDGET REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	LAKE PROJECTS TOTAL	7,400.00	274.88	3,460.75	46.77	3,939.25
	=====	=====	=====	=====	=====	=====
	CAPITAL PROJECTS TOTAL	7,400.00	274.88	3,460.75	46.77	3,939.25
	=====	=====	=====	=====	=====	=====
	WATER TOTAL	554,126.00	39,640.19	448,506.04	80.94	105,619.96
	SEWER TOTAL	690,316.00	53,643.21	573,057.15	83.01	117,258.85
	GARBAGE TOTAL	145,700.00	13,164.26	152,491.30	104.66	6,791.30-
	STORM WATER TOTAL	.00	.00	3.24-	.00	3.24
	VILLAGE POST OFFICE TOTAL	18,000.00	3,187.50	15,136.25	84.09	2,863.75
	=====	=====	=====	=====	=====	=====
	ENTERPRISE FUNDS TOTAL	1,408,142.00	109,635.16	1,189,187.50	84.45	218,954.50
	=====	=====	=====	=====	=====	=====
	TRANSFERS OUT TOTAL	948,590.50	.00	.00	.00	948,590.50
	=====	=====	=====	=====	=====	=====
	TRANSFER OUT TOTAL	948,590.50	.00	.00	.00	948,590.50
	=====	=====	=====	=====	=====	=====
	EXPENSES BY FUNCTION	6,387,310.50	316,160.90	3,721,426.00	58.26	2,665,884.50
	=====	=====	=====	=====	=====	=====

REVENUE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	1,921,147.00	114,207.79	1,662,351.52	86.53	258,795.48
	COMMUNITY CENTER TOTAL	110,000.00	33,470.36	166,228.95	151.12	56,228.95-
	PARKS HOTEL/MOTEL TOTAL	176,000.00	53,552.56	265,966.28	151.12	89,966.28-
	LIBRARY RESERVE TOTAL	.00	60.67	936.85	.00	936.85-
	E OMAHA DD #21 TOTAL	.00	.49	5.28	.00	5.28-
	AMBULANCE FEES TOTAL	38,000.00	9,190.90	58,988.48	155.23	20,988.48-
	CASINO - PONCA TRIBE TOTAL	.00	101,200.00	101,200.00	.00	101,200.00-
	FIRE DEPT FEES TOTAL	5,000.00	.00	913.00	18.26	4,087.00
	BUILDING PERMIT DEPOSITS TOTAL	1,000.00	.00	.00	.00	1,000.00
	SIDEWALK ASSESSMENT TOTAL	.00	196.00	378.00	.00	378.00-
	ROAD USE TAX TOTAL	457,985.00	45,463.47	445,769.47	97.33	12,215.53
	EMPLOYEE BENEFITS TOTAL	366,770.00	12,050.21	357,066.97	97.35	9,703.03
	EMERGENCY TAX TOTAL	.00	.00	629.64	.00	629.64-
	LOCAL OPTION TAX TOTAL	235,763.00	22,622.80	213,140.25	90.40	22,622.75
	LOST - UNALLOCATED TOTAL	.00	10,796.68	158,857.99	.00	158,857.99-
	UR #1T TOTAL	31,703.00	12,772.65	19,749.05	62.29	11,953.95
	UR #1NT TOTAL	40,350.00	16,256.09	25,135.14	62.29	15,214.86

REVENUE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	UR #3 TOTAL	184,825.00	67,253.30	153,947.71	83.29	30,877.29
	UR #4 TOTAL	44,702.00	.00	44,133.78	98.73	568.22
	UR #5 TOTAL	602,085.00	14,708.33	465,638.64	77.34	136,446.36
	POLICE FORFEITURE TOTAL	.00	.62	1,141.57	.00	1,141.57-
	DEBT SERVICE TOTAL	907,597.50	12,980.27	252,709.43	27.84	654,888.07
	WATER REVENUE TOTAL	633,700.00	56,444.90	658,553.51	103.92	24,853.51-
	WATER RESERVE TOTAL	.00	.00	1,000.00	.00	1,000.00-
	WATER DEPOSITS TOTAL	10,000.00	1,050.00	12,800.50	128.01	2,800.50-
	SEWER REVENUE TOTAL	690,700.00	65,885.26	667,439.16	96.63	23,260.84
	SEWER RESERVE TOTAL	3,000.00	.00	3,550.00	118.33	550.00-
	GARBAGE FEES TOTAL	96,000.00	10,301.31	98,673.77	102.79	2,673.77-
	STORM WATER FEES TOTAL	.00	.00	135.58	.00	135.58-
	VILLAGE POST OFFICE TOTAL	23,000.00	1,671.43	14,599.99	63.48	8,400.01
	LOST SINKING FUND TOTAL	.00	.00	79,009.38	.00	79,009.38-
	2015B-GO LOSST REFUNDING TOTA	.00	.00	17,009.94	.00	17,009.94-
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		6,579,327.50	662,136.09	5,947,659.83	90.40	631,667.67
		=====	=====	=====	=====	=====

ACCOUNT TITLE	LAST MONTH ENDING BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE
001-000-1110 CHECKING - GENERAL	3,856.18	11,339.35-	11,339.35-	11,339.35-	7,483.17-
001-000-1120 PETTY CASH - GENERAL	250.00				250.00
001-000-1121 PETTY CASH - LIBRARY	75.00				75.00
001-000-1122 PETTY CASH - POLICE	200.00				200.00
001-000-1123 PETTY CASH - PARKS	500.00				500.00
001-000-1124 PETTY CASH - SENIOR CENTER	200.00				200.00
001-000-1151 SAVINGS - GENERAL	983,204.78	45.12	45.12	45.12	983,249.90
001-000-1160 CD INVESTMENT	293,913.28	12.08	12.08	12.08	293,925.36
	=====	=====	=====	=====	=====
GENERAL TOTAL	1,282,199.24	11,282.15-	11,282.15-	11,282.15-	1,270,917.09
	=====	=====	=====	=====	=====
002-000-1110 CHECKING - RESOURCE CENTER	839.26-				839.26-
	=====	=====	=====	=====	=====
RESOURCE CENTER TOTAL	839.26-	.00	.00	.00	839.26-
	=====	=====	=====	=====	=====
003-000-1110 CHECKING - COMMUNITY CENTER	889,317.93	33,470.36	33,470.36	33,470.36	922,788.29
	=====	=====	=====	=====	=====
COMMUNITY CENTER TOTAL	889,317.93	33,470.36	33,470.36	33,470.36	922,788.29
	=====	=====	=====	=====	=====
004-000-1110 CHECKING - PARKS HOTEL/MOTEL	86,175.42-	37,866.58	37,866.58	37,866.58	48,308.84-
	=====	=====	=====	=====	=====
PARKS HOTEL/MOTEL TOTAL	86,175.42-	37,866.58	37,866.58	37,866.58	48,308.84-
	=====	=====	=====	=====	=====
005-000-1110 CHECKING - LIBRARY RESERVE	7,246.92	60.67	60.67	60.67	7,307.59
	=====	=====	=====	=====	=====
LIBRARY RESERVE TOTAL	7,246.92	60.67	60.67	60.67	7,307.59
	=====	=====	=====	=====	=====
007-000-1110 CHECKING - FIRE DONATIONS	1,100.20				1,100.20
	=====	=====	=====	=====	=====
FIRE DONATIONS TOTAL	1,100.20	.00	.00	.00	1,100.20
	=====	=====	=====	=====	=====
008-000-1110 CHECKING - POOL DONATIONS	501.00				501.00
	=====	=====	=====	=====	=====
POOL DONATIONS TOTAL	501.00	.00	.00	.00	501.00
	=====	=====	=====	=====	=====
009-000-1150 SAVINGS - E OMAHA DD #21	19,423.30	.49	.49	.49	19,423.79
	=====	=====	=====	=====	=====

TREASURER'S REPORT
CALENDAR 5/2018, FISCAL 11/2018

ACCOUNT TITLE	LAST MONTH ENDING BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE
E OMAHA DD #21 TOTAL	19,423.30	.49	.49	.49	19,423.79
=====					
010-000-1110 CHECKING - AMBULANCE FEES	229,232.74	8,524.39	8,524.39	8,524.39	237,757.13
=====					
AMBULANCE FEES TOTAL	229,232.74	8,524.39	8,524.39	8,524.39	237,757.13
=====					
011-000-1110 CHECKING - POLICE RESERVE UNIT	5,090.53				5,090.53
011-000-1120 PETTY CASH - TOBACCO	200.00				200.00
=====					
POLICE RESERVE UNIT TOTAL	5,290.53	.00	.00	.00	5,290.53
=====					
012-000-1110 CHECKING - CASINO PONCA TRIBE		101,200.00	101,200.00	101,200.00	101,200.00
=====					
CASINO - PONCA TRIBE TOTAL	.00	101,200.00	101,200.00	101,200.00	101,200.00
=====					
015-000-1110 CHECKING - FIRE DEPT FEES	84,320.09				84,320.09
=====					
FIRE DEPT FEES TOTAL	84,320.09	.00	.00	.00	84,320.09
=====					
017-000-1110 CHECKING - BUILDING PERMIT DEP	1,000.00				1,000.00
=====					
BUILDING PERMIT DEPOSITS TOTAL	1,000.00	.00	.00	.00	1,000.00
=====					
018-000-1110 CHECKING - LAKE EXPENSES	13,626.18-				13,626.18-
=====					
LAKE EXPENSES TOTAL	13,626.18-	.00	.00	.00	13,626.18-
=====					
020-000-1110 CHECKING - SIDEWALK ASSESSMENT	11,937.08	196.00	196.00	196.00	12,133.08
=====					
SIDEWALK ASSESSMENT TOTAL	11,937.08	196.00	196.00	196.00	12,133.08
=====					
110-000-1110 CHECKING - ROAD USE TAX	581,955.49	7,333.79	7,333.79	7,333.79	589,289.28
=====					
ROAD USE TAX TOTAL	581,955.49	7,333.79	7,333.79	7,333.79	589,289.28
=====					

ACCOUNT TITLE	LAST MONTH ENDING BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE
112-000-1110 CHECKING - EMPLOYEE BENEFITS	434,345.90	7,794.40-	7,794.40-	7,794.40-	426,551.50
EMPLOYEE BENEFITS TOTAL	434,345.90	7,794.40-	7,794.40-	7,794.40-	426,551.50
119-000-1110 CHECKING - EMERGENCY TAX	1,915.49				1,915.49
EMERGENCY TAX TOTAL	1,915.49	.00	.00	.00	1,915.49
121-000-1110 CHECKING - LOCAL OPTION-BOND \$	190,517.45	22,622.80	22,622.80	22,622.80	213,140.25
LOCAL OPTION TAX TOTAL	190,517.45	22,622.80	22,622.80	22,622.80	213,140.25
122-000-1110 CHECKING - LOST UNALLOCATED	148,061.31	10,796.68	10,796.68	10,796.68	158,857.99
LOST - UNALLOCATED TOTAL	148,061.31	10,796.68	10,796.68	10,796.68	158,857.99
125-000-1110 CHECKING - UR #1T	12,364.34	12,772.65	12,772.65	12,772.65	25,136.99
UR #1T TOTAL	12,364.34	12,772.65	12,772.65	12,772.65	25,136.99
126-000-1110 CHECKING - UR #1NT	15,734.49	16,256.09	16,256.09	16,256.09	31,990.58
UR #1NT TOTAL	15,734.49	16,256.09	16,256.09	16,256.09	31,990.58
127-000-1110 CHECKING - UR #3	124,117.40	67,253.30	67,253.30	67,253.30	191,370.70
UR #3 TOTAL	124,117.40	67,253.30	67,253.30	67,253.30	191,370.70
128-000-1110 CHECKING - UR #4	36,534.69	5,308.14-	5,308.14-	5,308.14-	31,226.55
UR #4 TOTAL	36,534.69	5,308.14-	5,308.14-	5,308.14-	31,226.55
129-000-1110 CHECKING - UR #5	775,026.40	14,708.33	14,708.33	14,708.33	789,734.73
UR #5 TOTAL	775,026.40	14,708.33	14,708.33	14,708.33	789,734.73

ACCOUNT TITLE	LAST MONTH ENDING BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE
145-000-1110 CHECKING - UR #2	71,174.06	126.00-	126.00-	126.00-	71,048.06
URBAN RENEWAL #2 TOTAL	71,174.06	126.00-	126.00-	126.00-	71,048.06
149-000-1110 CHECKING - UR RESERVE	20,000.00				20,000.00
UR RESERVE TOTAL	20,000.00	.00	.00	.00	20,000.00
150-000-1110 CHECKING - INFOUSA CEBA	36,550.66				36,550.66
UR SINKING TOTAL	36,550.66	.00	.00	.00	36,550.66
160-000-1110 CHECKING - INFOUSA CEBA GRANT	38,021.75				38,021.75
INFOUSA CEBA GRANT TOTAL	38,021.75	.00	.00	.00	38,021.75
177-000-1150 SAVINGS - POLICE FORFEITURE	13,126.33	.62	.62	.62	13,126.95
POLICE FORFEITURE TOTAL	13,126.33	.62	.62	.62	13,126.95
200-000-1110 CHECKING - DEBT SERVICE	140,725.26	11,980.27	11,980.27	11,980.27	152,705.53
DEBT SERVICE TOTAL	140,725.26	11,980.27	11,980.27	11,980.27	152,705.53
303-000-1110 CHECKING - AVENUE H PAVING	17,953.57-				17,953.57-
AVENUE H PAVING TOTAL	17,953.57-	.00	.00	.00	17,953.57-
304-000-1110 CHECKING - STORM WATER	20,249.05				20,249.05
STORM WATER TOTAL	20,249.05	.00	.00	.00	20,249.05
305-000-1110 CHECKING - LAKE PROJECT	18,602.02-	274.88-	274.88-	274.88-	18,876.90-
LAKE PROJECTS TOTAL	18,602.02-	274.88-	274.88-	274.88-	18,876.90-

ACCOUNT TITLE	LAST MONTH ENDING BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE
306-000-1110 CHECKING - LOCUST STREET	.48-				.48-
LOCUST STREET CIP TOTAL	.48-	.00	.00	.00	.48-
600-000-1110 CHECKING - WATER REVENUE	1,104,231.03	17,659.71	17,659.71	17,659.71	1,121,890.74
WATER REVENUE TOTAL	1,104,231.03	17,659.71	17,659.71	17,659.71	1,121,890.74
601-000-1110 CHECKING - WATER RESERVE	98,236.07				98,236.07
WATER RESERVE TOTAL	98,236.07	.00	.00	.00	98,236.07
602-000-1110 CHECKING - WATER DEPOSITS	77,724.48	195.00	195.00	195.00	77,919.48
WATER DEPOSITS TOTAL	77,724.48	195.00	195.00	195.00	77,919.48
610-000-1110 CHECKING - SEWER REVENUE	850,472.57	12,242.05	12,242.05	12,242.05	862,714.62
SEWER REVENUE TOTAL	850,472.57	12,242.05	12,242.05	12,242.05	862,714.62
611-000-1110 CHECKING - SEWER RESERVE	119,634.94				119,634.94
SEWER RESERVE TOTAL	119,634.94	.00	.00	.00	119,634.94
670-000-1110 CHECKING - GARBAGE FEES	155,881.61	2,862.95-	2,862.95-	2,862.95-	153,018.66
GARBAGE FEES TOTAL	155,881.61	2,862.95-	2,862.95-	2,862.95-	153,018.66
740-000-1110 CHECKING - STORM WATER FEES	69,602.92				69,602.92
STORM WATER FEES TOTAL	69,602.92	.00	.00	.00	69,602.92
760-000-1110 CHECKING - VILLAGE POST OFFICE	1,707.74	1,516.07-	1,516.07-	1,516.07-	191.67
760-000-1120 PETTY CASH - POST OFFICE	150.00				150.00

TREASURER'S REPORT
CALENDAR 5/2018, FISCAL 11/2018

ACCOUNT TITLE	LAST MONTH ENDING BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE
VILLAGE POST OFFICE TOTAL	1,857.74	1,516.07-	1,516.07-	1,516.07-	341.67
=====					
950-000-1170 BANKERS TRUST LOST SINKING	499.93				499.93
=====					
LOST SINKING FUND TOTAL	499.93	.00	.00	.00	499.93
=====					
951-000-1110 BANKERS TRUST ESCROW	.44				.44
951-000-1170 BANKERS TRUST- 2015B GO LOST	3,127,278.00				3,127,278.00
=====					
2015B-GO LOSST REFUNDING TOTA	3,127,278.44	.00	.00	.00	3,127,278.44
=====					
	10,660,211.90	345,975.19	345,975.19	345,975.19	11,006,187.09

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-110-4440	STATE GRANTS		3,277.65	13,500.00	10,222.35
001-110-4550	POLICE MI SC CHGS	860.00	7,300.00	7,500.00	200.00
001-110-4700	K9 DONATIONS - POLICE		1,184.70		1,184.70-
001-110-4706	EQUI PMENT DONATIONS		184.70		184.70-
001-110-4770	COURT FINES	3,764.79	39,700.26	60,000.00	20,299.74
001-110-4775	PARKING FINES	15.00	765.00	500.00	265.00-
001-110-4776	TOWING/IMPOUNDS	35.00	735.00	2,000.00	1,265.00
	TOTAL REVENUE				
		=====	=====	=====	=====
	POLICE TOTAL	4,674.79	53,147.31	83,500.00	30,352.69
001-110-6010	SALARIES	36,107.26	473,217.90	523,763.00	50,545.10
001-110-6040	OVERTIME	537.98	10,962.62	3,500.00	7,462.62-
001-110-6041	GRANT/OVERTIME	365.64	3,274.25	6,750.00	3,475.75
001-110-6181	CLOTHING ALLOWANCE	1,150.00	4,416.51	9,500.00	5,083.49
001-110-6184	UNIFORMS PARTTIME/RESERVE		105.95	500.00	394.05
001-110-6230	TRAINING	6,507.39	9,158.60	8,000.00	1,158.60-
001-110-6299	K-9 UNIT	328.12	4,581.07	6,000.00	1,418.93
001-110-6331	FUEL-POLICE	1,761.30	16,418.53	25,000.00	8,581.47
001-110-6332	VEHICLE/EQUIP REPAIR	179.66	7,883.11	24,500.00	16,616.89
001-110-6333	VEHICLE MAINTENANCE	400.00	508.95	1,600.00	1,091.05
001-110-6351	RADIO REPAIRS			1,500.00	1,500.00
001-110-6371	UTILITIES-POLICE	663.37	7,144.55	8,826.00	1,681.45
001-110-6373	TELEPHONE-POLICE	399.00	4,815.91	4,950.00	134.09
001-110-6408	ICAP INSURANCE-POLICE			18,000.00	18,000.00
001-110-6412	SCIENTIFIC/MEDICAL		571.50	1,000.00	428.50
001-110-6414	PRINTING		693.29	1,000.00	306.71
001-110-6499	MI SC CONTRACTS		713.19	700.00	13.19-
001-110-6504	MI NOR EQUIPMENT	158.00	1,452.47	5,000.00	3,547.53
001-110-6506	OFFICE SUPPLIES-POLICE	695.13	1,990.77	1,500.00	490.77-
001-110-6507	OPERATING SUPPLIES	150.99	13,732.90	14,000.00	267.10
001-110-6508	POSTAGE		215.49	400.00	184.51
001-110-6520	VEHICLE EQUIPMENT			5,000.00	5,000.00
001-110-6522	GRANT-EDUCATION MATERIALS			250.00	250.00
001-110-6523	GRANT-IN CAR VIDEO CAMERA			4,500.00	4,500.00
001-110-6541	COMMUNITY OUTREACH	854.61-	4,145.39	5,000.00	854.61
001-110-6603	FIRE ARMS TRAINING		5,834.40	9,000.00	3,165.60
001-110-6621	CITIZENS PATROL		60.00	500.00	440.00
001-110-6641	GRANT/EQUIPMENT		1,342.35		1,342.35-
001-110-6655	MI SC EQUIPMENT			3,600.00	3,600.00
	TOTAL EXPENSES				
		=====	=====	=====	=====
	POLICE TOTAL	48,549.23	573,239.70	693,839.00	120,599.30
		=====	=====	=====	=====
	GENERAL TOTAL	43,874.44-	520,092.39-	610,339.00-	90,246.61-
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE				
112-110-6110	FICA EXPENSE	2,734.44	36,378.40	40,852.00	4,473.60
112-110-6130	IPERS	3,616.74	47,539.39	52,547.00	5,007.61
112-110-6150	HEALTH INSURANCE	5,035.87	66,165.95	75,000.00	8,834.05
112-110-6151	DENTAL INSURANCE	228.32	2,775.64	4,000.00	1,224.36
112-110-6153	LIFE INSURANCE	97.20	1,123.20	1,340.00	216.80
112-110-6160	WORKER'S COMPENSATION		8,388.04	45,202.00	36,813.96
112-110-6170	UNEMPLOYMENT INS EXP		1,745.05	3,535.00	1,789.95
	TOTAL EXPENSES				
	POLICE TOTAL	11,712.57	164,115.67	222,476.00	58,360.33
	EMPLOYEE BENEFITS TOTAL	11,712.57	164,115.67	222,476.00	58,360.33
177-110-4300	POL FORFEIT INTEREST	.62	4.57		4.57-
177-110-4530	POLICE FORFEITURE		1,137.00		1,137.00-
	TOTAL REVENUE				
	POLICE TOTAL	.62	1,141.57	.00	1,141.57-
	TOTAL EXPENSES				
	POLICE FORFEITURE TOTAL	.62	1,141.57	.00	1,141.57-
001-150-4440	TOTAL REVENUE				
	TOTAL EXPENSES				
	STATE GRANTS		1,000.00		1,000.00-
	TOTAL REVENUE				
	FIRE TOTAL	.00	1,000.00	.00	1,000.00-
001-150-6010	WAGES	3,358.40	40,614.12	43,662.00	3,047.88
001-150-6040	COORDINATOR OVERTIME			400.00	400.00
001-150-6052	PAY PER CALL	70.00	10,266.14	12,000.00	1,733.86
001-150-6181	UNI FORMS		42.50	250.00	207.50
001-150-6210	DUES/MEMBERSHIPS		180.00	500.00	320.00
001-150-6230	TRAINING	200.00	1,375.20	3,000.00	1,624.80
001-150-6234	COORDINATOR TRAINING			750.00	750.00
001-150-6310	BUILDING/GROUNDS	1,144.89	15,762.10	18,000.00	2,237.90
001-150-6331	FUEL-FIRE	90.53	1,053.75	1,100.00	46.25
001-150-6332	VEHICLE/EQUIP REPAIR	781.96	9,862.95	5,500.00	4,362.95-
001-150-6371	UTILITIES-FIRE	681.66	6,685.89	8,062.00	1,376.11
001-150-6408	ICAP INSURANCE-FIRE			25,000.00	25,000.00

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-150-6412	SCIENTIFIC/MEDICAL	335.00	2,405.00	5,000.00	2,595.00
001-150-6413	ANNUAL TESTING		5,114.21	8,550.00	3,435.79
001-150-6504	MINOR EQUIPMENT	675.10	5,002.82	4,000.00	1,002.82-
001-150-6507	BUILDING MAINT SUPPLIES	434.74	1,200.69	2,000.00	799.31
001-150-6508	POSTAGE		32.23	100.00	67.77
001-150-6600	COATS, BOOTS, ETC.			10,000.00	10,000.00
001-150-6612	HYDRANTS, AIRPACKS, ETC.			250.00	250.00
001-150-6658	REUNION		1,134.86		1,134.86-
001-150-6659	RECRUIT & RETENTION		708.44	3,000.00	2,291.56
001-150-6661	GRANT/EQUIPMENT			2,500.00	2,500.00
001-150-6710	VEHICLES	3,786.00	4,453.50	42,250.00	37,796.50
001-150-6725	COMPUTER - FIRE		408.17	1,000.00	591.83
	TOTAL EXPENSES				
	FIRE TOTAL	11,558.28	106,302.57	196,874.00	90,571.43
	GENERAL TOTAL	11,558.28-	105,302.57-	196,874.00-	91,571.43-
015-150-4501	FIRE DEPT FEES		913.00	5,000.00	4,087.00
	TOTAL REVENUE				
	FIRE TOTAL	.00	913.00	5,000.00	4,087.00
015-150-6404	FIRE BILLING CONTRACT			600.00	600.00
015-150-6507	OPERATING SUPPLIES		417.55		417.55-
	FIRE TOTAL	.00	417.55	600.00	182.45
	FIRE DEPT FEES TOTAL	.00	495.45	4,400.00	3,904.55
112-150-6110	FICA EXPENSE	262.27	3,892.38	4,289.00	396.62
112-150-6130	IPERS	337.35	4,360.94	5,006.00	645.06
112-150-6150	HEALTH INSURANCE	506.77	5,627.91	7,416.00	1,788.09
112-150-6151	DENTAL INSURANCE	28.54	311.70	400.00	88.30
112-150-6153	LIFE INSURANCE	10.80	118.80	260.00	141.20
112-150-6160	WORKER'S COMPENSATION		10,761.40	16,114.00	5,352.60
112-150-6170	UNEMPLOYMENT		162.47	309.00	146.53
112-150-6408	AD&D FIRE DEPT INSURANCE		319.20	350.00	30.80
	FIRE TOTAL	1,145.73	25,554.80	34,144.00	8,589.20

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	EMPLOYEE BENEFITS TOTAL	1,145.73	25,554.80	34,144.00	8,589.20
		=====	=====	=====	=====
001-160-6230	TRAINING	15.00	1,462.61	5,000.00	3,537.39
001-160-6331	FUEL-EMS	136.51	1,680.50	2,000.00	319.50
001-160-6332	VEHICLE/EQUIP REPAIR	298.38	2,731.18	2,250.00	481.18-
001-160-6373	TELEPHONE-EMS	38.98	619.11	1,000.00	380.89
001-160-6408	CAP INSURANCE-AMBULANCE			7,500.00	7,500.00
001-160-6413	ANNUAL TESTING			1,000.00	1,000.00
001-160-6504	EQUIPMENT		120.71	10,000.00	9,879.29
001-160-6507	OPERATING SUPPLIES	1,044.63	7,752.50	5,000.00	2,752.50-
	TOTAL EXPENSES				
		=====	=====	=====	=====
	AMBULANCE TOTAL	1,533.50	14,366.61	33,750.00	19,383.39
		=====	=====	=====	=====
	GENERAL TOTAL	1,533.50	14,366.61	33,750.00	19,383.39
		=====	=====	=====	=====
010-160-4480	AMBULANCE FEES	9,190.90	58,988.48	38,000.00	20,988.48-
	TOTAL REVENUE				
		=====	=====	=====	=====
	AMBULANCE TOTAL	9,190.90	58,988.48	38,000.00	20,988.48-
		=====	=====	=====	=====
010-160-6413	AMBULANCE CONTRACT	666.51	6,057.92	6,500.00	442.08
010-160-6504	MINOR EQUIPMENT		64.10		64.10-
	TOTAL EXPENSES				
		=====	=====	=====	=====
	AMBULANCE TOTAL	666.51	6,122.02	6,500.00	377.98
		=====	=====	=====	=====
	AMBULANCE FEES TOTAL	8,524.39	52,866.46	31,500.00	21,366.46-
		=====	=====	=====	=====
001-170-4120	BUILDING PERMITS	2,936.75	17,895.95	49,000.00	31,104.05
	TOTAL REVENUE				
		=====	=====	=====	=====
	BUILDING INSPECTOR TOTAL	2,936.75	17,895.95	49,000.00	31,104.05
		=====	=====	=====	=====
001-170-6010	SALARIES	1,897.63	16,418.91	29,018.00	12,599.09
001-170-6181	UNIFORM ALLOWANCE		100.00	250.00	150.00
001-170-6230	TRAINING		750.00	500.00	250.00-
001-170-6331	FUEL-BLDG INSPECTOR	20.00	268.63	350.00	81.37
001-170-6371	UTILITIES-BLDG INSPECTOR	51.42	468.10	500.00	31.90

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-170-6373	PHONE-BLDG INSP	26.64	351.83	400.00	48.17
001-170-6408	ICAP INSURANCE-BLDG INSP			150.00	150.00
001-170-6499	MISC CONTRACTS	1,345.00	18,885.00	25,000.00	6,115.00
001-170-6504	MINOR EQUIPMENT			600.00	600.00
001-170-6507	OPERATING SUPPLIES	136.98	686.60	800.00	113.40
001-170-6508	POSTAGE		36.14	100.00	63.86
001-170-6725	COMPUTER-BLDG INSPECTOR			500.00	500.00
	TOTAL EXPENSES				
		=====	=====	=====	=====
	BUILDING INSPECTOR TOTAL	3,477.67	37,965.21	58,168.00	20,202.79
		=====	=====	=====	=====
	GENERAL TOTAL	540.92-	20,069.26-	9,168.00-	10,901.26
		=====	=====	=====	=====
017-170-4731	BUILDING PERMIT DEPOSITS			1,000.00	1,000.00
	TOTAL REVENUE				
		=====	=====	=====	=====
	BUILDING INSPECTOR TOTAL	.00	.00	1,000.00	1,000.00
017-170-6630	DEPOSIT REFUNDS			1,000.00	1,000.00
		=====	=====	=====	=====
	BUILDING INSPECTOR TOTAL	.00	.00	1,000.00	1,000.00
		=====	=====	=====	=====
	BUILDING PERMIT DEPOSITS	.00	.00	.00	.00
		=====	=====	=====	=====
112-170-6110	FICA EXPENSE	145.17	1,256.04	2,295.00	1,038.96
112-170-6130	I PERS	165.89	1,462.67	2,679.00	1,216.33
112-170-6160	WORKER'S COMPENSATION		401.73	1,558.00	1,156.27
112-170-6170	UNEMPLOYMENT INS EXP		71.60	300.00	228.40
	TOTAL EXPENSES				
		=====	=====	=====	=====
	BUILDING INSPECTOR TOTAL	311.06	3,192.04	6,832.00	3,639.96
		=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	311.06	3,192.04	6,832.00	3,639.96
		=====	=====	=====	=====
001-190-4180	PET LICENSES	250.00	2,860.00	2,800.00	60.00-
001-190-4780	ANIMAL CONTROL		45.00	500.00	455.00
	TOTAL REVENUE				
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	ANIMAL CONTROL TOTAL	250.00	2,905.00	3,300.00	395.00
001-190-6010	SALARIES	588.25	4,700.45	9,969.00	5,268.55
001-190-6181	CLOTHING ALLOWANCE		70.00	200.00	130.00
001-190-6331	FUEL-ANIMAL CONTROL	45.60	577.11	400.00	177.11-
001-190-6332	VEHICLE/EQUIP REPAIR		156.99	600.00	443.01
001-190-6408	ICAP INSURANCE-AN. CONTROL			560.00	560.00
001-190-6499	MISC CONTRACTS	15.00	500.00	5,000.00	4,500.00
001-190-6504	EQUIPMENT			500.00	500.00
001-190-6507	OPERATING SUPPLIES-AC	26.64	388.80	1,000.00	611.20
	=====	=====	=====	=====	=====
	ANIMAL CONTROL TOTAL	675.49	6,393.35	18,229.00	11,835.65
	=====	=====	=====	=====	=====
	GENERAL TOTAL	425.49-	3,488.35-	14,929.00-	11,440.65-
	=====	=====	=====	=====	=====
112-190-6110	FICA EXPENSE	45.00	364.95	763.00	398.05
112-190-6130	PERS	52.53	419.57	981.00	561.43
112-190-6160	WORKER'S COMPENSATION		65.53	479.00	413.47
112-190-6170	UNEMPLOYMENT INS EXP		32.52	115.00	82.48
	TOTAL EXPENSES				
	=====	=====	=====	=====	=====
	ANIMAL CONTROL TOTAL	97.53	882.57	2,338.00	1,455.43
	=====	=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	97.53	882.57	2,338.00	1,455.43
	=====	=====	=====	=====	=====
110-210-4430	ROAD USE TAX	45,463.47	445,733.15	457,985.00	12,251.85
110-210-4715	REFUNDS		36.32		36.32-
	TOTAL REVENUE				
	=====	=====	=====	=====	=====
	ROAD USE TOTAL	45,463.47	445,769.47	457,985.00	12,215.53
110-210-6010	SALARIES	8,021.16	128,417.65	147,711.00	19,293.35
110-210-6040	OVERTIME	864.84	7,228.93	7,000.00	228.93-
110-210-6110	FICA EXPENSE	658.43	10,179.54	11,835.00	1,655.46
110-210-6130	PERS	793.51	10,690.93	13,816.00	3,125.07
110-210-6150	HEALTH INSURANCE	1,207.41	17,474.77	29,664.00	12,189.23
110-210-6151	DENTAL INSURANCE	71.39	797.76	1,600.00	802.24
110-210-6153	LIFE INSURANCE	27.02	328.89	530.00	201.11
110-210-6160	WORKER'S COMPENSATION		2,760.85	9,186.00	6,425.15
110-210-6170	UNEMPLOYMENT INS EXP		547.85	1,854.00	1,306.15
110-210-6181	CLOTHING ALLOWANCE		558.59	250.00	308.59-

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
110-210-6310	BUILDING/GROUNDS	1,125.11	2,154.28	30,000.00	27,845.72
110-210-6321	TREES			5,000.00	5,000.00
110-210-6331	FUEL-MAINT-RUT	360.11	6,710.01	12,000.00	5,289.99
110-210-6332	VEHICLE/EQUIP REPAIR	120.14	16,941.86	20,000.00	3,058.14
110-210-6371	UTILITIES-MAINT-RUT	675.79	7,146.01	12,377.00	5,230.99
110-210-6373	TELEPHONE-MAINT	121.80	1,444.97	4,000.00	2,555.03
110-210-6408	CAP INSURANCE-RUT MAINT			12,500.00	12,500.00
110-210-6412	SCIENTIFIC/MEDICAL			750.00	750.00
110-210-6499	MISC CONTRACTS	246.63	19,073.70	23,400.00	4,326.30
110-210-6504	MINOR EQUIPMENT	5,300.00	8,129.35	20,000.00	11,870.65
110-210-6507	OPERATING SUPPLIES	100.24	2,686.08	10,000.00	7,313.92
110-210-6509	STREET SIGNS		2,875.00	3,000.00	125.00
110-210-6512	SNOW REMOVAL		7,169.08	15,000.00	7,830.92
110-210-6622	ST MAINT SUPPLY	6,610.05	16,333.13	33,600.00	17,266.87
110-210-6723	VEHICLES/EQUIPMENT			65,000.00	65,000.00
	TOTAL EXPENSES				
	ROAD USE TOTAL	26,303.63	269,649.23	490,073.00	220,423.77
	ROAD USE TAX TOTAL	19,159.84	176,120.24	32,088.00-	208,208.24-
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
020-211-4600	SIDEWALK ASSESSMENTS	196.00	378.00		378.00-
	TOTAL REVENUE				
	SIDEWALKS TOTAL	196.00	378.00	.00	378.00-
	SIDEWALK ASSESSMENT TOTAL	196.00	378.00	.00	378.00-
110-230-6371	UTILITIES-STREET LIGHTS	11,826.05	129,871.97	144,000.00	14,128.03
	STREET LIGHTS TOTAL	11,826.05	129,871.97	144,000.00	14,128.03
	ROAD USE TAX TOTAL	11,826.05	129,871.97	144,000.00	14,128.03
001-240-6371	UTILITIES-TRAFFIC LIGHTS	125.11	1,373.51	1,500.00	126.49

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TRAFFIC TOTAL	125.11	1,373.51	1,500.00	126.49
001-351-6499	WEED ABATEMENTS	1,075.00	3,225.00	4,000.00	775.00
	TOTAL EXPENSES	=====	=====	=====	=====
	WEED CONTROL TOTAL	1,075.00	3,225.00	4,000.00	775.00
001-410-4085	HOTEL/MOTEL TAX	13,388.14	66,491.58	44,000.00	22,491.58-
001-410-4466	ENRICH IOWA		1,200.61	1,692.00	491.39
001-410-4470	LIBRARY SERVICES	107.80	1,162.65	1,900.00	737.35
001-410-4700	LIBRARY COUNTY MONEY	1,099.50	2,199.00	1,962.00	237.00-
	TOTAL REVENUE	=====	=====	=====	=====
	LIBRARY TOTAL	14,595.44	71,053.84	49,554.00	21,499.84-
001-410-6010	SALARIES	5,596.88	66,998.95	72,800.00	5,801.05
001-410-6230	TRAINING & ADMIN	10.00	369.92	1,500.00	1,130.08
001-410-6310	BUILDING/GROUNDS	1,066.03	4,272.06	8,500.00	4,227.94
001-410-6371	UTILITIES-LIBRARY	500.71	6,456.83	9,500.00	3,043.17
001-410-6373	TELEPHONE-LIBRARY	163.46	2,008.60	2,500.00	491.40
001-410-6408	CAP INSURANCE-LIBRARY			7,000.00	7,000.00
001-410-6419	SOFTWARE/DATABASES		2,186.83	3,000.00	813.17
001-410-6495	COPIER	103.28	1,196.51	3,000.00	1,803.49
001-410-6496	WILBOR - AUDIO AND E-BOOK		732.82	700.00	32.82-
001-410-6504	EQUIPMENT	209.92	1,403.10	2,000.00	596.90
001-410-6506	OFFICE SUPPLIES	558.06	2,671.09	3,500.00	828.91
001-410-6508	POSTAGE	64.19	412.17	800.00	387.83
001-410-6601	PERIODICALS		986.33	1,000.00	13.67
001-410-6602	VIDEOS	90.80	739.47	1,000.00	260.53
001-410-6604	COUNTY MONEY	766.02	1,617.60	1,900.00	282.40
001-410-6605	BOOKS (CITY)	202.37	10,932.66	11,000.00	67.34
001-410-6606	PROGRAMS	166.69	3,034.93	4,000.00	965.07
001-410-6621	VOLUNTEER APPRECIATION			200.00	200.00
001-410-6623	ENRICH IOWA	876.76	876.76		876.76-
	TOTAL EXPENSES	=====	=====	=====	=====
	LIBRARY TOTAL	10,375.17	106,896.63	133,900.00	27,003.37
	GENERAL TOTAL	3,020.16	40,441.30-	89,846.00-	49,404.70-
		=====	=====	=====	=====
005-410-4550	LIBRARY RESERVE		153.35		153.35-
005-410-4700	DONATIONS	60.67	783.50		783.50-
	TOTAL REVENUE	=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	LIBRARY TOTAL	60.67	936.85	.00	936.85-
005-410-6910	LIBRARY C/P		292.77		292.77-
	LIBRARY TOTAL	=====	=====	=====	=====
		.00	292.77	.00	292.77-
	LIBRARY RESERVE TOTAL	=====	=====	=====	=====
		60.67	644.08	.00	644.08-
		=====	=====	=====	=====
112-410-6110	FICA EXPENSE	428.16	5,125.43	5,569.00	443.57
112-410-6130	PERS	499.80	5,983.00	6,501.00	518.00
112-410-6150	HEALTH INSURANCE	319.55	3,161.67	4,000.00	838.33
112-410-6151	DENTAL INSURANCE	28.54	311.70	750.00	438.30
112-410-6153	LIFE INSURANCE	21.60	237.60	390.00	152.40
112-410-6160	WORKER'S COMPENSATION		555.58	1,152.00	596.42
112-410-6170	UNEMPLOYMENT INS EXP		309.91	850.00	540.09
	TOTAL EXPENSES	=====	=====	=====	=====
	LIBRARY TOTAL	1,297.65	15,684.89	19,212.00	3,527.11
	EMPLOYEE BENEFITS TOTAL	=====	=====	=====	=====
		1,297.65	15,684.89	19,212.00	3,527.11
		=====	=====	=====	=====
001-430-4191	PARK/REC FEES	245.00	1,510.00	700.00	810.00-
001-430-4550	FIELD RENTAL FEES	3,750.35	10,144.60		10,144.60-
001-430-4551	REGISTRATION FEES	553.19	10,933.20	8,700.00	2,233.20-
001-430-4553	FESTIVAL			500.00	500.00
001-430-4732	PARK RENTAL DEPOSIT	200.00	400.00		400.00-
001-430-4755	CONCESSIONS	6,629.95	16,476.45	32,200.00	15,723.55
	TOTAL REVENUE	=====	=====	=====	=====
	PARKS/RECREATION TOTAL	11,378.49	39,464.25	42,100.00	2,635.75
001-430-6010	SALARIES		24.75-		24.75
001-430-6408	CAP INSURANCE-PARKS			7,400.00	7,400.00
001-430-6418	SALES TAX	73.40-	798.61	750.00	48.61-
001-430-6494	SPORTS INSURANCE			1,500.00	1,500.00
001-430-6507	OPERATING SUPPLIES	653.10	1,697.94	5,000.00	3,302.06
001-430-6541	COMMUNITY OUTREACH	7,811.80	12,191.81	20,000.00	7,808.19
001-430-6607	CONCESSIONS-PARKS	5,726.87	10,852.75	23,000.00	12,147.25
001-430-6610	REGISTRATION FEES	5,134.37	11,224.88	8,000.00	3,224.88-
001-430-6630	DEPOSIT REFUNDS	400.00	400.00		400.00-
001-430-6645	PROJECTS		180,717.06	220,000.00	39,282.94

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL EXPENSES				
	PARKS/RECREATION TOTAL	19,652.74	217,858.30	285,650.00	67,791.70
	GENERAL TOTAL	8,274.25-	178,394.05-	243,550.00-	65,155.95-
004-430-4085	HOTEL/MOTEL TAX	53,552.56	265,966.28	176,000.00	89,966.28-
	TOTAL REVENUE				
	PARKS/RECREATION TOTAL	53,552.56	265,966.28	176,000.00	89,966.28-
004-430-6010	WAGES-HM	7,409.08	89,591.13	95,178.00	5,586.87
004-430-6020	PART-TIME WAGES-HM	3,945.66	25,782.67	30,597.00	4,814.33
004-430-6040	OVERTIME-HM	720.92	2,972.85	3,000.00	27.15
004-430-6181	CLOTHING ALLOWANCE-HM		943.77	700.00	243.77-
004-430-6310	BUILDINGS-HM	157.76	2,137.09	4,000.00	1,862.91
004-430-6311	GOUNDS/FERTILIZE-HM	174.95	7,417.73	26,500.00	19,082.27
004-430-6312	BUILDING REPAIRS-HM	71.34	927.25		927.25-
004-430-6321	TREES/FENCE-HM		230.79	5,800.00	5,569.21
004-430-6331	FUEL-PARKS-HM	300.93	4,395.80	7,300.00	2,904.20
004-430-6332	VEHICLE/EQUIP REPAIRS-PAR	67.42	8,602.06	6,000.00	2,602.06-
004-430-6371	UTILITIES-PARKS-HM	1,268.26	10,133.90	10,000.00	133.90-
004-430-6373	TELEPHONE-PARKS-HM	124.16	1,540.29	2,500.00	959.71
004-430-6412	SCIENTIFIC/MEDICAL-HM	510.00	765.00		765.00-
004-430-6499	MISC CONTRACTS-PARKS-HM	319.18	2,241.14	1,900.00	341.14-
004-430-6504	MINOR EQUIPMENT-HM	140.85	3,145.81	5,000.00	1,854.19
004-430-6507	OPERATING SUPPLIES-HM	117.36	1,364.74	900.00	464.74-
004-430-6609	BULB REPLACEMENT-PARKS	358.11	358.11		358.11-
004-430-6614	HOTEL/MOTEL TAX		100.00		100.00-
	PARKS/RECREATION TOTAL	15,685.98	162,650.13	199,375.00	36,724.87
	PARKS HOTEL/MOTEL TOTAL	37,866.58	103,316.15	23,375.00-	126,691.15-
112-430-6110	FICA EXPENSE	922.16	9,055.82	9,851.00	795.18
112-430-6130	IPERS	825.26	9,152.57	11,500.00	2,347.43
112-430-6150	HEALTH INSURANCE	618.65	14,520.48	12,000.00	2,520.48-
112-430-6151	DENTAL INSURANCE	71.31	815.98	980.00	164.02
112-430-6153	LIFE INSURANCE	26.98	297.51	330.00	32.49
112-430-6160	WORKER'S COMPENSATION		3,356.34	11,550.00	8,193.66
112-430-6170	UNEMPLOYMENT INS EXP		617.55	1,502.00	884.45

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	PARKS/RECREATION TOTAL	2,464.36	37,816.25	47,713.00	9,896.75
	EMPLOYEE BENEFITS TOTAL	2,464.36	37,816.25	47,713.00	9,896.75
018-441-6020	PART-TIME WAGES			6,000.00	6,000.00
018-441-6331	VEHICLE OPERATIONS-HARVES		656.80	500.00	156.80-
	LAKE PROJECTS TOTAL	.00	656.80	6,500.00	5,843.20
	LAKE EXPENSES TOTAL	.00	656.80	6,500.00	5,843.20
112-441-6110	FICA			500.00	500.00
112-441-6130	IPERS			500.00	500.00
	TOTAL EXPENSES				
	LAKE PROJECTS TOTAL	.00	.00	1,000.00	1,000.00
	EMPLOYEE BENEFITS TOTAL	.00	.00	1,000.00	1,000.00
305-441-6662	TOTAL REVENUE				
305-441-6663	CITY OF OMAHA/PUMP MAINT	274.88	3,460.75	7,000.00	3,539.25
	CITY OF OMAHA/PUMP CONSTR			400.00	400.00
	TOTAL EXPENSES				
	LAKE PROJECTS TOTAL	274.88	3,460.75	7,400.00	3,939.25
	LAKE PROJECTS TOTAL	274.88-	3,460.75-	7,400.00-	3,939.25-
001-460-4700	EAGLE PLAQUES	200.00	300.00		300.00-
	COMM CENTER CIP TOTAL	200.00	300.00	.00	300.00-
	GENERAL TOTAL	200.00	300.00	.00	300.00-

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
003-460-4085	HOTEL/MOTEL TAX TOTAL REVENUE	33,470.36	166,228.95	110,000.00	56,228.95-
	COMM CENTER CIP TOTAL	33,470.36	166,228.95	110,000.00	56,228.95-
003-460-6672	EAGLE PROJECT TOTAL EXPENSES		40.00		40.00-
	COMM CENTER CIP TOTAL	.00	40.00	.00	40.00-
	COMMUNITY CENTER TOTAL	33,470.36	166,188.95	110,000.00	56,188.95-
001-461-6621	TOTAL REVENUE CITIZEN'S PATROL TOTAL EXPENSES		150.00		150.00-
	RESOURCE CENTER TOTAL	.00	150.00	.00	150.00-
	GENERAL TOTAL	.00	150.00-	.00	150.00
001-499-4441	TOTAL REVENUE TOTAL EXPENSES SW 8 GRANT TOTAL REVENUE	2,251.54	12,383.47	14,920.00	2,536.53
	SENIOR CENTER TOTAL	2,251.54	12,383.47	14,920.00	2,536.53
001-499-6010	SALARIES	3,864.70	38,933.54	46,449.00	7,515.46
001-499-6181	UNI FORM ALLOWANCE	104.08	231.77	500.00	268.23
001-499-6312	BUILDING REPAIRS	84.15	444.20	3,300.00	2,855.80
001-499-6331	FUEL-SENIOR CENTER	297.58	2,396.60	3,000.00	603.40
001-499-6332	VEHICLE/EQUIP REPAIR	101.88	2,145.33	4,000.00	1,854.67
001-499-6371	UTILITIES-SENIOR CENTER	530.31	5,948.24	7,210.00	1,261.76
001-499-6381	INTERNET-SENIOR CENTER	53.60	589.38	800.00	210.62
001-499-6408	ICAP INSURANCE-SR. CTR			2,900.00	2,900.00
001-499-6507	OPERATING SUPPLIES	91.76	3,059.35	3,500.00	440.65
001-499-6606	PROGRAMS		397.91	1,000.00	602.09
001-499-6620	MISC	640.30	640.30	2,800.00	2,159.70
	SENIOR CENTER TOTAL	5,768.36	54,786.62	75,459.00	20,672.38

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	GENERAL TOTAL	3,516.82-	42,403.15-	60,539.00-	18,135.85-
		=====	=====	=====	=====
112-499-6110	FICA EXPENSE	295.67	2,982.92	3,553.00	570.08
112-499-6130	I PERS	345.11	3,476.78	4,148.00	671.22
112-499-6160	WORKER'S COMPENSATION		427.49	1,012.00	584.51
112-499-6170	UNEMPLOYMENT INS EXP		257.58	581.00	323.42
	TOTAL EXPENSES				
		=====	=====	=====	=====
	SENIOR CENTER TOTAL	640.78	7,144.77	9,294.00	2,149.23
		=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	640.78	7,144.77	9,294.00	2,149.23
		=====	=====	=====	=====
	TOTAL REVENUE				
128-710-6798	PAYMENT TO KWI K SHOP	5,308.14	26,939.00	27,000.00	61.00
	TOTAL EXPENSES				
		=====	=====	=====	=====
	URBAN RENEWAL TOTAL	5,308.14	26,939.00	27,000.00	61.00
		=====	=====	=====	=====
	UR #4 TOTAL	5,308.14	26,939.00	27,000.00	61.00
		=====	=====	=====	=====
	TOTAL REVENUE				
145-530-6411	LEGAL EXPENSES	100.00	100.00		100.00-
145-530-6499	HOME IMPROVEMENTS		4,861.00	4,900.00	39.00
145-530-6620	MISC ADMIN FEES	26.00	26.00		26.00-
	TOTAL EXPENSES				
		=====	=====	=====	=====
	URBAN RENEWAL TOTAL	126.00	4,987.00	4,900.00	87.00-
		=====	=====	=====	=====
	URBAN RENEWAL #2 TOTAL	126.00-	4,987.00-	4,900.00-	87.00
		=====	=====	=====	=====
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
001-610-6010	SALARIES	1,000.00	11,000.00	12,000.00	1,000.00
001-610-6230	TRAINING		183.50	600.00	416.50
001-610-6408	ICAP INSURANCE-COUNCIL			5,300.00	5,300.00
001-610-6414	PUBLICATIONS	463.24	5,042.62	7,000.00	1,957.38

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
001-610-6499	MISC CONTRACTS		2,919.17	2,919.00	.17-
001-610-6507	OPERATING SUPPLIES	48.18	414.79	200.00	214.79-
001-610-6621	VOLUNTEER APPRECIATION		1,216.52	900.00	316.52-
	LEGISLATIVE TOTAL	1,511.42	20,776.60	28,919.00	8,142.40
	GENERAL TOTAL	1,511.42	20,776.60	28,919.00	8,142.40
112-610-6110	FICA EXPENSE	64.10	835.30	918.00	82.70
112-610-6130	I PERS	17.86	71.38	416.00	344.62
112-610-6160	WORKER'S COMPENSATION		22.79	21.00	1.79-
	LEGISLATIVE TOTAL	81.96	929.47	1,355.00	425.53
	EMPLOYEE BENEFITS TOTAL	81.96	929.47	1,355.00	425.53
001-611-6010	SALARIES	1,000.00	11,000.00	12,000.00	1,000.00
001-611-6230	TRAINING			500.00	500.00
001-611-6371	UTILITIES-MAYOR/COUNCIL	51.42	471.10	500.00	28.90
001-611-6373	TELEPHONE	100.00	600.00	600.00	
001-611-6408	ICAP INSURANCE-MAYOR			1,300.00	1,300.00
001-611-6412	BOARD OF ADJUSTMENTS			100.00	100.00
001-611-6419	PLANNING BOARD	20.10	20.10	50.00	29.90
001-611-6506	FLOWERS, PLAQUES		215.48	350.00	134.52
001-611-6507	OPERATING SUPPLIES	1,020.74	2,622.30	1,000.00	1,622.30-
001-611-6541	GRANTS-COMMUNITY OUTREACH		100.00	5,000.00	4,900.00
	EXECUTIVE TOTAL	2,192.26	15,028.98	21,400.00	6,371.02
	GENERAL TOTAL	2,192.26	15,028.98	21,400.00	6,371.02
112-611-6110	FICA EXPENSE	76.50	407.50	174.00	233.50-
112-611-6130	I PERS		625.10	1,072.00	446.90
112-611-6160	WORKER'S COMPENSATION			12.00	12.00
	EXECUTIVE TOTAL	76.50	1,032.60	1,258.00	225.40

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	EMPLOYEE BENEFITS TOTAL	76.50	1,032.60	1,258.00	225.40
		=====	=====	=====	=====
001-620-6010	SALARIES	8,504.54	83,828.02	88,302.00	4,473.98
001-620-6020	PART-TIME WAGES		8,233.16	16,166.00	7,932.84
001-620-6040	OVERTIME	25.91	642.47	1,500.00	857.53
001-620-6210	DUES/MEMBERSHIPS		2,196.00	1,900.00	296.00-
001-620-6230	TRAINING		50.00	1,000.00	950.00
001-620-6240	EDUCATION/TRAVEL	252.32	401.54	1,000.00	598.46
001-620-6310	BUILDING/GROUNDS	125.79	2,837.66	5,000.00	2,162.34
001-620-6371	UTILITIES-ADMINISTRATIVE	253.64	2,731.72	3,366.00	634.28
001-620-6401	AUDIT EXPENSE		11,425.00	12,125.00	700.00
001-620-6408	CAP INSURANCE-ADMIN			4,700.00	4,700.00
001-620-6491	NEWSLETTER PRINTING		3,428.00	3,428.00	
001-620-6499	MISC CONTRACTS		5,547.16	5,000.00	547.16-
001-620-6506	OFFICE SUPPLIES-ADMIN	211.11	2,833.54	2,500.00	333.54-
001-620-6507	OPERATING SUPPLIES	324.42	1,371.19	1,500.00	128.81
001-620-6508	POSTAGE	250.00	1,772.20	2,000.00	227.80
001-620-6725	COMPUTER-CITY HALL			5,000.00	5,000.00
		=====	=====	=====	=====
	ADMINISTRATIVE TOTAL	9,947.73	127,297.66	154,487.00	27,189.34
		=====	=====	=====	=====
	GENERAL TOTAL	9,947.73	127,297.66	154,487.00	27,189.34
		=====	=====	=====	=====
112-620-6110	FICA EXPENSE	579.71	6,840.52	8,460.00	1,619.48
112-620-6130	IPERS	705.27	8,222.03	9,876.00	1,653.97
112-620-6150	HEALTH INSURANCE	634.34	8,303.89	11,000.00	2,696.11
112-620-6151	DENTAL INSURANCE	42.81	467.65	600.00	132.35
112-620-6153	LIFE INSURANCE	16.20	178.02	185.00	6.98
112-620-6160	WORKER'S COMPENSATION		914.59	599.00	315.59-
112-620-6170	UNEMPLOYMENT INS EXP		323.07	820.00	496.93
		=====	=====	=====	=====
	ADMINISTRATIVE TOTAL	1,978.33	25,249.77	31,540.00	6,290.23
		=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	1,978.33	25,249.77	31,540.00	6,290.23
		=====	=====	=====	=====
001-630-6401	ELECTIONS		17,552.34	17,553.00	.66
		=====	=====	=====	=====
	ELECTIONS TOTAL	.00	17,552.34	17,553.00	.66
		=====	=====	=====	=====
001-640-6401	LEGAL SERVICES	4,709.00	25,121.80	50,000.00	24,878.20
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	LEGAL SERVICES TOTAL	4,709.00	25,121.80	50,000.00	24,878.20
001-650-6010	WAGES	230.05	2,851.65	6,120.00	3,268.35
001-650-6310	BUILDING/GROUNDS	125.15	4,932.27	4,500.00	432.27-
001-650-6371	UTILITIES-CITY HALL	917.02	9,698.05	11,500.00	1,801.95
001-650-6373	PHONE/INTERNET-CITY HALL	668.87	7,365.70	7,400.00	34.30
001-650-6408	CAP INSURANCE-CITY HALL			3,176.00	3,176.00
001-650-6499	MISC CONTRACTS	660.00	5,906.88	5,000.00	906.88-
001-650-6504	MINOR EQUIPMENT	100.00	100.00		100.00-
001-650-6507	JANITORIAL SUPPLIES	91.57	1,313.67	2,000.00	686.33
001-650-6725	COMPUTER NETWORK SYSTEM-C	779.90	16,950.10	4,000.00	12,950.10-
		=====	=====	=====	=====
	CITY HALL TOTAL	3,572.56	49,118.32	43,696.00	5,422.32-
		=====	=====	=====	=====
	GENERAL TOTAL	8,281.56	91,792.46	111,249.00	19,456.54
		=====	=====	=====	=====
112-650-6110	FICA	17.60	218.13	585.00	366.87
112-650-6130	IPERS	20.54	254.65	683.00	428.35
112-650-6170	UNEMPLOYMENT INS EXP		17.96	50.00	32.04
		=====	=====	=====	=====
	CITY HALL TOTAL	38.14	490.74	1,318.00	827.26
		=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	38.14	490.74	1,318.00	827.26
		=====	=====	=====	=====
001-699-6210	SWIPCO DUES		2,448.00	2,460.00	12.00
001-699-6397	INSURANCE CLAIMS EXPENSES		342.30	10,000.00	9,657.70
001-699-6507	OPERATING SUPPLIES	197.46	3,446.55	4,000.00	553.45
001-699-6510	SAFETY TRAINING/SUPPLIES	568.96	826.89	1,500.00	673.11
001-699-6541	COMMUNITY OUTREACH		26,740.00	30,000.00	3,260.00
		=====	=====	=====	=====
	MISC TOTAL	766.42	33,803.74	47,960.00	14,156.26
		=====	=====	=====	=====
	GENERAL TOTAL	766.42	33,803.74	47,960.00	14,156.26
		=====	=====	=====	=====
121-710-4090	TOTAL EXPENSES				
	LOST\$ FOR CITY HALL DEBT	22,622.80	213,140.25	235,763.00	22,622.75
		=====	=====	=====	=====
	DEBT SERVICE TOTAL	22,622.80	213,140.25	235,763.00	22,622.75

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	LOCAL OPTION TAX TOTAL	22,622.80	213,140.25	235,763.00	22,622.75
125-710-4051	URBAN RENEW TIF #1 44% TOTAL REVENUE	12,772.65	19,749.05	31,703.00	11,953.95
	DEBT SERVICE TOTAL	12,772.65	19,749.05	31,703.00	11,953.95
	TOTAL EXPENSES				
	UR #1T TOTAL	12,772.65	19,749.05	31,703.00	11,953.95
126-710-4052	URBAN RENEW #1NT 56% TOTAL REVENUE	16,256.09	25,135.14	40,350.00	15,214.86
	DEBT SERVICE TOTAL	16,256.09	25,135.14	40,350.00	15,214.86
	TOTAL EXPENSES				
	UR #1NT TOTAL	16,256.09	25,135.14	40,350.00	15,214.86
127-710-4053 127-710-4464	URBAN RENEW #3 PROPERTY TAX REPLACEMENT TOTAL REVENUE	67,253.30	140,483.31 13,464.40	167,921.00 16,904.00	27,437.69 3,439.60
	DEBT SERVICE TOTAL	67,253.30	153,947.71	184,825.00	30,877.29
	TOTAL EXPENSES				
	UR #3 TOTAL	67,253.30	153,947.71	184,825.00	30,877.29
128-710-4054	URBAN RENEWAL #4 TOTAL REVENUE		44,133.78	44,702.00	568.22
	DEBT SERVICE TOTAL	.00	44,133.78	44,702.00	568.22
	TOTAL EXPENSES				
	UR #4 TOTAL	.00	44,133.78	44,702.00	568.22

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
129-710-4055	URBAN RENEWAL #5 TOTAL REVENUE	14,708.33	465,638.64	298,610.00	167,028.64-
	DEBT SERVICE TOTAL	14,708.33	465,638.64	298,610.00	167,028.64-
129-710-6401	LEGAL FEES / URBAN RENEW TOTAL EXPENSES		124.50		124.50-
	DEBT SERVICE TOTAL	.00	124.50	.00	124.50-
	UR #5 TOTAL	14,708.33	465,514.14	298,610.00	166,904.14-
200-710-4000	PROPERTY TAX FOR DEBT SER	12,980.27	242,831.27	249,673.00	6,841.73
200-710-4060	UTILITY EXCISE TAX			2,627.00	2,627.00
200-710-4464	COMM/IND TAX REPLACEMENT TOTAL REVENUE		9,878.16	10,182.00	303.84
	DEBT SERVICE TOTAL	12,980.27	252,709.43	262,482.00	9,772.57
200-710-6801	2016-REFI 2008B PRINCIPAL			120,000.00	120,000.00
200-710-6814	LOCUST ST PRINCIPAL			380,000.00	380,000.00
200-710-6816	2015A-FIRE TRUCK/EQP PRIN			110,000.00	110,000.00
200-710-6817	2015B-REFI CITY HALL PRIN			140,000.00	140,000.00
200-710-6851	2016-REFI 2008B INTEREST		4,900.00	9,800.00	4,900.00
200-710-6864	LOCUST ST INTEREST		14,676.25	29,352.00	14,675.75
200-710-6866	2015A-FIRE TRUCK/EQP INT		5,700.00	11,400.00	5,700.00
200-710-6867	2015B-REFI CITY HALL INT		47,881.25	95,762.00	47,880.75
200-710-6899	DEBT SERVICE FEES TOTAL EXPENSES	1,000.00	2,000.00	3,052.00	1,052.00
	DEBT SERVICE TOTAL	1,000.00	75,157.50	899,366.00	824,208.50
	DEBT SERVICE TOTAL	11,980.27	177,551.93	636,884.00-	814,435.93-
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
600-810-4500	METERED SALES	49,448.98	576,739.69	560,000.00	16,739.69-
600-810-4530	PENALTIES	915.67	10,729.99	11,600.00	870.01
600-810-4550	ADMIN FEE	6,080.25	58,915.35	60,000.00	1,084.65
600-810-4710	REIMBURSEMENTS		4,463.78	100.00	4,363.78-
600-810-4752	WATER METERS		7,704.70	2,000.00	5,704.70-
	TOTAL REVENUE				
		=====	=====	=====	=====
	WATER TOTAL	56,444.90	658,553.51	633,700.00	24,853.51-
600-810-6010	SALARIES	2,229.21	26,296.03	35,178.00	8,881.97
600-810-6040	OVERTIME	12.95	588.33	1,000.00	411.67
600-810-6110	FICA EXPENSE	117.44	1,950.22	2,245.00	294.78
600-810-6130	PERS	139.95	2,329.33	2,621.00	291.67
600-810-6150	HEALTH INSURANCE	137.15	2,875.82	6,000.00	3,124.18
600-810-6151	DENTAL INSURANCE	7.14	260.75	350.00	89.25
600-810-6153	LIFE INSURANCE	2.70	77.73	220.00	142.27
600-810-6160	WORKER'S COMPENSATION		384.63	1,512.00	1,127.37
600-810-6170	UNEMPLOYMENT INS EXP		133.52	150.00	16.48
600-810-6181	CLOTHING ALLOWANCE		.90	500.00	499.10
600-810-6331	FUEL-WATER		1,741.66	1,000.00	741.66-
600-810-6332	VEHICLE/EQUIP REPAIR	352.98	378.96	600.00	221.04
600-810-6352	INFRASTRUCTURE REPAIR	381.42	11,707.99	61,100.00	49,392.01
600-810-6408	CAP INSURANCE-WATER			975.00	975.00
600-810-6413	PAYMENTS TO MUD	15,489.49	211,503.46	274,000.00	62,496.54
600-810-6418	SALES TAX	2,963.96	40,611.93	43,400.00	2,788.07
600-810-6499	PEOPLESERVICE CONTRACT	5,769.00	61,803.00	63,000.00	1,197.00
600-810-6504	MINOR EQUIPMENT		434.99	1,500.00	1,065.01
600-810-6507	OPERATING SUPPLIES	6,298.01	27,615.78	20,000.00	7,615.78-
600-810-6508	POSTAGE	22.79	454.26	275.00	179.26-
600-810-6612	HYDRANTS		18,910.21	15,000.00	3,910.21-
600-810-6630	REFUNDS - WATER		3,419.86	3,500.00	80.14
600-810-6653	WATER METERS	4,861.00	26,746.68	10,000.00	16,746.68-
	TOTAL EXPENSES				
		=====	=====	=====	=====
	WATER TOTAL	38,785.19	440,226.04	544,126.00	103,899.96
		=====	=====	=====	=====
	WATER REVENUE TOTAL	17,659.71	218,327.47	89,574.00	128,753.47-
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
601-810-4540	HOOK-UP FEES		1,000.00		1,000.00-
	TOTAL REVENUE				
		=====	=====	=====	=====
	WATER TOTAL	.00	1,000.00	.00	1,000.00-
	TOTAL EXPENSES				
		=====	=====	=====	=====
	WATER RESERVE TOTAL	.00	1,000.00	.00	1,000.00-
		=====	=====	=====	=====
602-810-4730	WATER DEPOSITS	1,050.00	12,800.50	10,000.00	2,800.50-
	TOTAL REVENUE				
		=====	=====	=====	=====
	WATER TOTAL	1,050.00	12,800.50	10,000.00	2,800.50-
602-810-6630	REFUNDS	855.00	8,280.00	10,000.00	1,720.00
	TOTAL EXPENSES				
		=====	=====	=====	=====
	WATER TOTAL	855.00	8,280.00	10,000.00	1,720.00
		=====	=====	=====	=====
	WATER DEPOSITS TOTAL	195.00	4,520.50	.00	4,520.50-
		=====	=====	=====	=====
	TOTAL REVENUE				
	TOTAL EXPENSES				
009-815-4300	E OMAHA INTEREST	.49	5.28		5.28-
	TOTAL REVENUE				
		=====	=====	=====	=====
	SEWER TOTAL	.49	5.28	.00	5.28-
		=====	=====	=====	=====
	E OMAHA DD #21 TOTAL	.49	5.28	.00	5.28-
		=====	=====	=====	=====
	TOTAL EXPENSES				
610-815-4500	RENTAL INCOME	65,132.14	659,043.45	682,000.00	22,956.55
610-815-4530	PENALTIES	753.12	7,765.71	8,700.00	934.29
610-815-4715	REFUNDS		630.00		630.00-
	TOTAL REVENUE				
		=====	=====	=====	=====
	SEWER TOTAL	65,885.26	667,439.16	690,700.00	23,260.84

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
610-815-6010	SALARIES	1,105.19	23,201.78	28,672.00	5,470.22
610-815-6040	OVERTIME	12.95	588.25	1,000.00	411.75
610-815-6110	FICA EXPENSE	83.06	1,782.93	2,270.00	487.07
610-815-6130	I PERS	99.85	1,933.72	2,650.00	716.28
610-815-6150	HEALTH INSURANCE	137.15	2,944.39	6,000.00	3,055.61
610-815-6151	DENTAL INSURANCE	7.13	150.02	375.00	224.98
610-815-6153	LIFE INSURANCE	2.70	57.45	120.00	62.55
610-815-6160	WORKER'S COMPENSATION		453.03	1,512.00	1,058.97
610-815-6170	UNEMPLOYMENT INS EXP		103.86	155.00	51.14
610-815-6181	CLOTHING ALLOWANCE		250.00	250.00	
610-815-6331	FUEL-SEWER	136.42	5,222.26	8,000.00	2,777.74
610-815-6332	VEHICLE/EQUIP REPAIR			1,000.00	1,000.00
610-815-6350	REPAIRS & EQUIPMENT		734.59	40,000.00	39,265.41
610-815-6352	INFRASTRUCTURE REPAIR		148,199.94	150,000.00	1,800.06
610-815-6371	UTILITIES-WASTEWATER	1,952.73	21,678.34	28,000.00	6,321.66
610-815-6373	TELEPHONE-SEWER	194.74	2,123.23	2,500.00	376.77
610-815-6408	ICAP INSURANCE-SEWER			2,200.00	2,200.00
610-815-6413	PAYMENTS TO OMAHA	49,336.32	348,007.77	400,000.00	51,992.23
610-815-6418	SALES TAX	542.63	6,981.02	5,912.00	1,069.02-
610-815-6499	MISC CONTRACTS		1,233.30	2,000.00	766.70
610-815-6504	MINOR EQUIPMENT		1,453.23	1,500.00	46.77
610-815-6507	OPERATING SUPPLIES	32.34	5,958.04	6,000.00	41.96
610-815-6508	POSTAGE			200.00	200.00
	TOTAL EXPENSES				
	SEWER TOTAL	53,643.21	573,057.15	690,316.00	117,258.85
	SEWER REVENUE TOTAL	12,242.05	94,382.01	384.00	93,998.01-
611-815-4540	HOOK-UP FEES		3,550.00	3,000.00	550.00-
	TOTAL REVENUE				
	SEWER TOTAL	.00	3,550.00	3,000.00	550.00-
	TOTAL EXPENSES				
	SEWER RESERVE TOTAL	.00	3,550.00	3,000.00	550.00-
670-840-4500	GARBAGE FEES	10,204.78	97,660.33	94,000.00	3,660.33-
670-840-4530	GARBAGE PENALTIES	96.53	1,013.44	2,000.00	986.56
	TOTAL REVENUE				
	GARBAGE TOTAL	10,301.31	98,673.77	96,000.00	2,673.77-

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
670-840-6413	GARBAGE COLLECTI ON	13,163.14	152,479.26	145,700.00	6,779.26-
670-840-6418	SALES TAX	1.12	12.04		12.04-
	TOTAL EXPENSES	=====	=====	=====	=====
	GARBAGE TOTAL	13,164.26	152,491.30	145,700.00	6,791.30-
		=====	=====	=====	=====
	GARBAGE FEES TOTAL	2,862.95-	53,817.53-	49,700.00-	4,117.53
		=====	=====	=====	=====
740-865-4511	STORM WATER FEES		117.25		117.25-
740-865-4530	PENALTIES		18.33		18.33-
	TOTAL REVENUE	=====	=====	=====	=====
	STORM WATER TOTAL	.00	135.58	.00	135.58-
740-865-6507	OPERATING SUPPLIES		3.24-		3.24
	TOTAL EXPENSES	=====	=====	=====	=====
	STORM WATER TOTAL	.00	3.24-	.00	3.24
		=====	=====	=====	=====
	STORM WATER FEES TOTAL	.00	138.82	.00	138.82-
		=====	=====	=====	=====
760-890-4341	POST OFFICE FEE	166.67	1,833.37	2,000.00	166.63
760-890-4754	POSTAGE SALES	1,504.76	12,766.62	21,000.00	8,233.38
	TOTAL REVENUE	=====	=====	=====	=====
	VILLAGE POST OFFICE TOTAL	1,671.43	14,599.99	23,000.00	8,400.01
760-890-6507	OPERATING SUPPLIES	1.75	7.00	1,000.00	993.00
760-890-6508	POSTAGE	3,185.75	15,129.25	17,000.00	1,870.75
	TOTAL EXPENSES	=====	=====	=====	=====
	VILLAGE POST OFFICE TOTAL	3,187.50	15,136.25	18,000.00	2,863.75
		=====	=====	=====	=====
	VILLAGE POST OFFICE TOTAL	1,516.07-	536.26-	5,000.00	5,536.26
		=====	=====	=====	=====
	TOTAL REVENUE				
	TOTAL EXPENSES				

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
	TOTAL REVENUE				
	TOTAL EXPENSES				
121-910-6910	TRANSFER OUT-LOST\$ CH BON			235,763.00	235,763.00
	TOTAL EXPENSES				
	TRANSFERS OUT TOTAL	=====	=====	=====	=====
		.00	.00	235,763.00	235,763.00
	LOCAL OPTION TAX TOTAL	=====	=====	=====	=====
		.00	.00	235,763.00	235,763.00
		=====	=====	=====	=====
125-910-6911	TOTAL REVENUE				
	TRANSFER OUT-UR#1T TO #5			31,703.00	31,703.00
	TRANSFERS OUT TOTAL	=====	=====	=====	=====
		.00	.00	31,703.00	31,703.00
	UR #1T TOTAL	=====	=====	=====	=====
		.00	.00	31,703.00	31,703.00
		=====	=====	=====	=====
126-910-6911	TOTAL REVENUE				
	TRANSFER OUT-UR#1NT TO #5			40,350.00	40,350.00
	TOTAL EXPENSES				
	TRANSFERS OUT TOTAL	=====	=====	=====	=====
		.00	.00	40,350.00	40,350.00
	UR #1NT TOTAL	=====	=====	=====	=====
		.00	.00	40,350.00	40,350.00
		=====	=====	=====	=====
	TOTAL REVENUE				

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
127-910-6911	TRANSFER OUT UR#3 TO #5 TOTAL EXPENSES			186,720.00	186,720.00
	TRANSFERS OUT TOTAL	=====	=====	=====	=====
		.00	.00	186,720.00	186,720.00
	UR #3 TOTAL	=====	=====	=====	=====
		.00	.00	186,720.00-	186,720.00-
		=====	=====	=====	=====
128-910-6911	TOTAL REVENUE TRANSFER OUT UR#4 TO #5 TOTAL EXPENSES			44,702.00	44,702.00
	TRANSFERS OUT TOTAL	=====	=====	=====	=====
		.00	.00	44,702.00	44,702.00
	UR #4 TOTAL	=====	=====	=====	=====
		.00	.00	44,702.00-	44,702.00-
		=====	=====	=====	=====
129-910-4831	TRANSFER IN TO UR #5 TOTAL REVENUE			303,475.00	303,475.00
	TRANSFERS OUT TOTAL	=====	=====	=====	=====
		.00	.00	303,475.00	303,475.00
129-910-6911	TRANSFER OUT UR#5 TO DS/L			409,352.50	409,352.50
	TRANSFERS OUT TOTAL	=====	=====	=====	=====
		.00	.00	409,352.50	409,352.50
	UR #5 TOTAL	=====	=====	=====	=====
		.00	.00	105,877.50-	105,877.50-
		=====	=====	=====	=====
	TOTAL EXPENSES TOTAL REVENUE TOTAL EXPENSES				
200-910-4830	TRANSFER IN TIF+LOST FOR			235,763.00	235,763.00
200-910-4831	TIF TRANSFER IN TOTAL REVENUE			409,352.50	409,352.50
	TRANSFERS OUT TOTAL	=====	=====	=====	=====
		.00	.00	645,115.50	645,115.50
	DEBT SERVICE TOTAL	=====	=====	=====	=====
		.00	.00	645,115.50	645,115.50
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 5/2018, FISCAL 11/2018

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
012-950-4420	PAYMENT IN LIEU OF TAXES	101,200.00	101,200.00		101,200.00-
	GENERAL TOTAL	101,200.00	101,200.00	.00	101,200.00-
	CASINO - PONCA TRIBE TOTA	101,200.00	101,200.00	.00	101,200.00-
112-950-4000	PROPERTY TAXES	12,050.21	341,928.23	345,672.00	3,743.77
112-950-4060	UTILITY EXCISE TAX			4,328.00	4,328.00
112-950-4464	COMM/IND TAX REPLACEMENT		15,138.74	16,770.00	1,631.26
	GENERAL TOTAL	12,050.21	357,066.97	366,770.00	9,703.03
	EMPLOYEE BENEFITS TOTAL	12,050.21	357,066.97	366,770.00	9,703.03
119-950-4000	EMERGENCY TAX		629.64		629.64-
	GENERAL TOTAL	.00	629.64	.00	629.64-
	EMERGENCY TAX TOTAL	.00	629.64	.00	629.64-
122-950-4090	LOST REV-UNALLOCATED TOTAL REVENUE	10,796.68	158,857.99		158,857.99-
	GENERAL TOTAL	10,796.68	158,857.99	.00	158,857.99-
	LOST - UNALLOCATED TOTAL	10,796.68	158,857.99	.00	158,857.99-

Carter Lake Fire Department Monthly Report

Proudly Serving since 1956

Department Head: Chief Eric Bentzinger

Report done by: Coordinator Phillip Newton

Contact information: Station # 712-347-5900

Email: clfire@carterlake-ia.gov

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

Month: May 2018

Financial Performance: Savings, Expenditures:
Starting general maintenance of trucks and equipment.

Continuous Issues: NA

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

Pancake Breakfast: **Pancake Breakfast is July 14th in the Park** **Church Service Meal@ Mabrey Park**

5-1	Meetings: 6:30-Done	Officers: 9 members, Mass: 23 members, Smoke Eaters, 19 members
5-12	Fire training: 9-noon	Driving, Safety/Radio Communication 12 members
5-8	Fire training: 7-10pm	Special Eppley Airport Aircraft emergency, 26 Police / Fire members
5-15	EMS Meeting/training: 7-10pm	Ventilation, Respiratory and Airways Emergencies 16 members
5-22	Station Detail: 7-9pm	Driving, radio communication and safety, 14 members

Safety and Response Report: Please see safety minutes attached to email

Safety Committee: Next Safety Meeting is July 3rd & Aug 1st - 13:00 at City Hall.

Total Calls for the month: 2016 - 384 Total Calls 2015 - total calls, 367 2014 - Total calls, 372
Record: 454 in 2013

EMS (ambulance) calls: 36

Fire/Other calls: 11

Other: Additional Information for Mayor/Council and Citizens:

1. Looking for In Town Volunteers, Call Phill at station number listed above

Edward F. Owen Memorial Library
Library Director's Report
June 2018

April 2018 Statistics

Door Count	1149
Circulation	992
Patron Computer Usage	202
WIFI Usage (Patron Devices)	102
Materials added to Collection	61
Materials deleted from Collection	165

May 2018 Statistics

Door Count	1171
Circulation	927
Patron Computer Usage	218
WIFI Usage (Patron Devices)	123
Materials added to Collection	57
Materials deleted from Collection	121

Makerspaces are a hit with the kids! We have just started keeping statistics on the usage and I will add those numbers to the monthly reports this fall. The girls tend to go to the art center and the boys to the K'Nex and Legos.

Gen has completed Library Management 1 and has received her certificate. She will take Library Management 2 classes in the fall.

Mrs. Craft's pre-school class held their graduation ceremony in the multi-purpose room on Wednesday June 6 at 1:00 p.m. there were 20 children and 77 adults in attendance. We also had two adults and eight children sign up for library cards afterwards.

Summer Reading Program has started and has been very busy already. Gen and I are assuming the heat may have something to do with it. Most everyone coming to the library are staying longer - checking out more and commenting on the heat.

The art project given to the library by the Carter Lake 5th grade class will be on display on an easel. I had contacted the Maintenance Department about hanging it on the wall by the makerspace stations but it is very heavy. Displaying it on an easel will allow us to add other art projects and enable easy movement around the library.

Walked in the parade with the Senior Center on Saturday, June 9. Handed out flags with the summer movie schedule and a tootsie pop attached. Also, helped the Senior Center hand out popcorn, candy, frozen flavored ice and brochures. It was a joint effort to promote city departments sharing city resources.

MAINTENANCE DEPARTMENT MONTHLY REPORT
MAY –JUNE 11, 2018

1. LOCUST STREET REPAIR FENCE
2. SEWER JETTED SEVERAL MANHOLES AFTER HOURS
3. EAGLE FOUNTAIN UP AND RUNNING
4. START CONSTRUCTION OF BICYCLE TRAIL ON 9TH STREET

5. FLASHING LIGHTS AT REDICK ALL REPLACED WITH L.E.D. AND REMOVED YELLOW AND GREEN LENSES

6. EMERGENCY WATER SHUT OFFS ON A COUPLE RESIDENTIAL SITES FOR OWNER REPAIRS

7. WORKED ON SPLASHPAD WITH CHRIS ETHAN (PARKS DEPT)
8. LOCUST ST SPRINKLER REPAIRED
9. RAISED AND LOWERED FLAGS FOR MEMORIAL DAY
10. ADDED NO SMOKING SIGNS AT LIBRARY
11. WORKED ON TWO PUMPHOUSES DIALERS
12. GENERATORS REPAIRS
13. STREET SWEEPER REPAIRED
14. SWEPT PARADE ROUTE AND SEVERAL OTHER STREETS
15. GOT RID OF SOME OF THE LARGE PILES OF RUBBISH FROM CITY MAINTENANCE LOT INTO DUMPSTERS
16. BATHROOM SINK IN WOMENS ROOM AT MAYBREY PARK REPLACED MECHANICAL PARTS
17. HAULED DIRT FROM BIKETRAIL TO CITY HALL AND TO WOOD AVE
18. FIRE HYDRANT ACROSS FROM 83 CARTER LAKE CLUB REPLACED WITH NEW ONE (AVK) AND BACK IN SERVICE WORK WAS DONE IN HOUSE BY US NOT OUTSOURCED

CHIEF'S REPORT

May 2018

ARRESTS	CHARGES	REPORTS	TRAFFIC CITATIONS
18	31	45	66

DRUG RELATED CHARGES 7

PARAPHERNALIA 3

MARIJUANA 4

METHAMPHETAMINES 0

INTENT TO DELIVER 0

K-2 0

TRAINING HOURS 52

NOTES: The current open position was offered to a Iowa certified officer, Matthew Sewing. Officer Sewing has 13 years in law enforcement 11 in Lee's Summit Mo., and 2 years with the Glenwood Police Department. Officer Sewing has accepted the job and began June 11th.

Senior Center Monthly Report for May 2018

Meals served 450

Volunteer Hours Performed 48

Activity Reports Attached

Needs for Center-

Light outside above front entry door.

Meetings—Site Council Meeting at Center was held on May 16th

Break down of meals= We served 450 meals in 22 days, 222 in house and 228 were homebound that avg. about 20.5 meals per. day.

Jackie Stender

From: Phill Newton
Sent: Thursday, June 14, 2018 12:14 PM
To: Aaron Grell; Frank Cocoran; Frank Corcoran; Jackie Stender; Jackie Wahl; Jason Gundersen; Lisa Ruehle; Pat Paterson; Pat Paterson; Ronald Cumberledge; Ron Cumberlidge (rcumberledge@cox.net)
Subject: jump start

Jackie and City Council,

Liquor license renewal inspection was done at Jump Start. Besides a little cleaning the inspection went well. At this time I would recommend renewal of their license. Thanks

Phillip J. Newton
Fire Department & Safety Coordinator

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

Jackie Stender

From: Chief Kannedy
Sent: Wednesday, June 13, 2018 1:33 PM
To: Jackie Stender
Subject: RE: Liquor License Renewal Sent

Jackie,

JumpStart has no pending charges or citations against them at this time. This department has no reason to stop the renewal of their license.

Shawn

From: Jackie Stender
Sent: Tuesday, June 12, 2018 3:47 PM
To: Phill Newton <phill.newton@carterlake-ia.gov>; City of Carter Lake Inspector <inspector@carterlake-ia.gov>; Chief Kannedy <chief.kannedy@clpd.carterlake-ia.gov>
Subject: FW: Liquor License Renewal Sent

Hey guys,

I just realized that I did not forward this notice for background check and inspection. Please check on this ASAP, I need it for Monday's Council meeting.

Jackie

The following license(s)/permit(s) will expire in 70 days. Iowa law states that all licensees must receive a 60 day renewal reminder.

License #	License Status	Expiration Date	Business Name
LE0002756	Renewal Sent	06/30/2018	JumpStart (109 E Locust St Carter Lake Iowa, 51510)

Please do not respond to this email.

To check the status of your application follow these steps:

1. Click <https://elicensing.iowaabd.com>
2. Log in to your eLicensing account
3. After reading the 'Beginning April 1st' statement, click ok
4. Click the View Completed Applications link to see your status

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Spearmint Rhino Gentleman's Club

Physical Location Address 2449 N 13th Street City Carter Lake ZIP 51510

Mailing Address 1875 Tandem Way City Norco State CA ZIP 92860

Business Phone Number 951-371-3788

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Sarie's Lounge, LLC

Mailing Address 1875 Tandem Way City Norco State CA ZIP 92860

Phone Number 951-371-3788 Fax Number 951-280-4378 Email avanderheul@spearmintrhino.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Kathy Vercher

Signature 

Date April 17, 2018

Name (please print) _____

Signature _____

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

<https://tax.iowa.gov>

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 3509

Physical Location Address 1650 E LOCUST STREET City CARTER LAKE ZIP 51510

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 7123472307

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

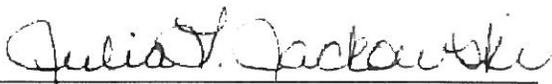
Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY
FOR CASEY'S MARKETING

Name (please print) _____

Signature _____

Date _____



Signature _____
Date 05/01/2018

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit:
- Fill in the date the permit was approved by the council or board:
- Fill in the permit number issued by the city/county:
- Fill in the name of the city or county issuing the permit:
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

Email: iapledge@iowaabd.com
 Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 06 / 30 / 2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Jumpstart
Physical Location Address 109 E Locust St City Carter Lake ZIP 51510
Mailing Address 109 E Locust St City Carter Lake State IA ZIP 51510
Business Phone Number (712) 847-0086

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Dhaval Naik
Mailing Address 3679 S 188th St City Omaha State NE ZIP 68130
Phone Number (402) 203-1704 Fax Number _____ Email jscarterlake@gmail.com

Retail Information:

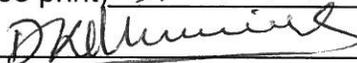
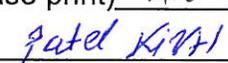
Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Dhaval Naik Name (please print) Kirtikumar Patel
Signature  Signature 
Date 4/16/2018 Date 4/16/2018

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

RECEIVED
JUN - 8 2018
BY: gls

CR # 20 3606
#15

Instructions on the reverse side

For period (MM/DD/YYYY) ___/___/___ through June 30, ___

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA SHORELINE GOLF, LLC
Physical Location Address 210 LOCUST ST City Carter Lake ZIP 51510
Mailing Address 210 LOCUST ST City Carter Lake State IA ZIP 51510
Business Phone Number (712) 347-5173

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP SHORELINE GOLF, LLC
Mailing Address 210 LOCUST ST City Carter Lake State IA ZIP 51510
Phone Number 712-347-5173 Fax Number (712) 347-5782 Email STAFF@GOLFSHORELINE.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other GOLF COURSE

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JOSH LARRISON Name (please print) _____
Signature [Signature] Signature _____
Date 1/1 May 1 2018 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



Iowa Department of **REVENUE**

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Dollar General Store # 9365
Physical Location Address 3000 N. 13th St. City Carter Lake ZIP 51510
Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072
Business Phone Number 712.347.5303

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgenercorp LLC
Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072
Phone Number 615.855.4000 Fax Number 877.364.4130 Email tax-beerandwine@license@dollargeneral.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other Retail - general merch.

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Katie Durham Name (please print) _____
Signature Katie Durham Signature _____
Date 6.13.18 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA KWIK SHOP #520
Physical Location Address 1202 EAST LOCUST City CARTER LAKE ZIP 51510
Mailing Address P.O. BOX 305103 City NASHVILLE State TN ZIP 37230
Business Phone Number _____

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP _____
Mailing Address 8942 BLONDO City OMAHA State NE ZIP 68134
Phone Number 402-391-1808 Fax Number _____ Email _____

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) TOMMY EASTERLING Name (please print) _____
Signature [Signature] Signature _____
Date 06/13/2018 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

EXHIBIT 6

APPLICATION FOR EXEMPTION
CARTER LAKE URBAN REVITALIZATION AREA

Please Type or Print

712-314-7391

APPLICANT (Owner of Record)

Lisa Fujii

ADDRESS

3910 N. 17th Street Carter Lake, IA 51510

Name of other Owners of Record (if any)

Lane Fujii

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

Address: 3910 N. 17th St Carter Lake, IA 51510

Legal Description:

CURRENT PROPERTY VALUE (from assessor's records):

Land: \$ 15,000

Buildings: \$ 118,000

TYPE OF IMPROVEMENTS (check one):

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

ESTIMATED COST OF IMPROVEMENTS:

\$

Date Started: 10-10-17

Date Completed: 4-27-18

TAX EXEMPTION:

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

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

ACKNOWLEDGEMENTS:

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

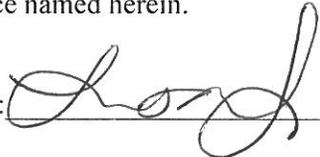
A copy of the building permit (if required) is attached.

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

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

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

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

Signature of Applicant:  Date Signed: 5-14-18



CITY COUNCIL ACTION:

_____ Approved (Resolution No. _____) Date: _____

_____ Disapproved. Date: _____

Reason for Disapproval: _____

COUNTY ASSESSOR ACTION:

_____ Reviewed and Approved Date: _____

Assessed valuation of improvements: \$ _____

_____ Reviewed and Disapproved Date: _____

Reason for Disapproval: _____

Notification sent to applicant of determination. Date: _____

ATTACHMENT TO EXHIBIT 6

A. BUILDER'S COST BREAKDOWN

ARCHITECT	1000.00
SURVEY	650.00
EXCAVATING AND GRADING 2000+750+800+750	4300.00
MASON Material	4500.00
Labor	12000.00
CONCRETE (BSMT, WALKS, DRIVE)	-----
ORNAMENTAL -----	85,000.00
CARPENTER LABOR, LUMBER, HARDWARE -----	15,000.00
PAINTING AND DECORATING -----	8,800.00
ROOFING -----	11,500.00
HEATING AND AIR CONDITIONING -----	18,500.00
PLUMBING (INCLUDING SEWERS) -----	15,500.00
TILE -----	19,000.00
ELECTRICAL -----	8,000.00
INSULATION -----	16,000.00
DRY WALL -----	9,500.00
GLASS -----	3,000.00
BUILDING PERMITS -----	999.00
INSURANCE -----	4500.00
CONSTRUCTION LOAN FEE AND INTEREST -----	-----
TITLE EXPENSE -----	-----
SALE EXPENSE -----	-----
ADVERTISING -----	-----
MISCELLANEOUS -----	-----
OVERHEAD AND PROFIT -----	232,749.00
 TOTAL BUILDING COST	 \$ 309,500
PURCHASE PRICE OF LAND	\$ 43,500
TOTAL (LAND PLUS IMPROVEMENT COST)	\$ 353,000

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

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

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

Subscribed and sworn to before me this 14 day of May, 2018.

Misa M. Ruchle
Notary Public or City Clerk

[Signature]
Owner's Name



**Statement of Work
For
City of Carter Lake IA**

Project Name:
SimpleCity® Subscription –Standard

*Prepared for
Jackie Stender, City Clerk*

Project No. 0985-001
June 4, 2018

Smarter Government | Stronger Communities | Simpler Solutions

EXECUTIVE SUMMARY

This Statement of Work (“SOW”) outlines the Services to be performed and/or the Deliverables to be developed (“Project”) by GIS Workshop LLC (“GISW”) pursuant to and governed by that certain Master Services Agreement dated **June 18, 2018** (the “Services Agreement”), by and between GIS Workshop, LLC and the **City of Carter Lake IA** (“Client”). This Statement of Work will also set forth the scope of the Services, a description of the Deliverables, responsibilities for all parties, and the estimated fees. Any capitalized terms used, but not defined herein, shall have the meaning ascribed to it in the Services Agreement.

TERMS AND CONDITIONS

The terms of this SOW are governed by the Master Services Agreement dated June 18, 2018. GISW’s photogrammetric data collection collects data-enriched imagery from which GISW can extract GPS locations and GIS data layers. GISW owns the data-enriched imagery. The GIS data layers that GISW creates from this data-enriched imagery are owned by the Client. Any and all additional terms, conditions, or information are included herein and at <http://gisworkshop.com/simplecityinfo11-30-2017/>.

DEFINITIONS

“GIS-Compatible Format” (aka “GIS Format”) shall mean datasets that are compatible with a GIS. The format of these datasets include shapefiles and geodatabases,

SIMPLECITY OVERVIEW

GISW’s SimpleCity® is an easy-to-use, web-based spatial asset management application. It is designed for City Staff, Public Works, and Utilities to actively manage asset infrastructure, mitigate risks, and multiply efficiencies. Input, edit, and analyze data. Upload documents and multimedia to assets. Create, issue, and track activities associated with assets or locations. Build, run, and automate reports. Take control of your asset management to build a smarter city and stronger community.

FEATURES

Standard with the Client’s SimpleCity® subscription are the following core features:

Asset Library	Map Navigation
Activity Management	Draw Tool
Data Editor Tool	Measurement Tool
Reports Builder	Buffer Tool
Multimedia & Documents Upload	Bookmark Tool
Application Administration Interface	Print Tool
Geospatial Interface	Search

For additional information, visit: <http://gisworkshop.com/simplecityinfo11-30-2017/>

If the Client wants to include County Parcel & Ownership Data, the Client must obtain the written permission of its respective county/counties to receive and to display parcel information on SimpleCity®. Prior to the release of the Spatial Data Upload/Download Tool, GISW will load shapefiles and geodatabases to SimpleCity® for the Client. All uploads will be normalized with GISW’s Asset Library. Post Tool release, it is the Client’s responsibility to upload or download data; any data uploaded or downloaded by GISW at that time will incur additional costs.

SUBSCRIPTION

Client’s annual subscription fee is based on the Subscription Type and Population Size of the Client’s City, Village, Town, Utility area, etc. For any renewal term, the Client’s Subscription Fee is based on the Subscription Type and Population Size at the time of renewal.

SUBSCRIPTION TYPE

	Basic	Standard	Plus
SimpleCity Core Features	✓	✓	✓
Technical Product Support	✓	✓	✓
Normalization, Configuration, and Uploading of Client-supplied GIS-Formatted Data	✓	✓	✓
GISW led Setup & Implementation	✓	✓	✓
GIS Digitization of Paper Maps (once per term)		✓	✓
CAD/AutoCAD conversion (once per term) – data must be geo-referenced and scaled		✓	✓
Insured Property Layer Creation		✓	✓
Photogrammetric Data Collection of City (once per term)			✓
Extraction of up to 6 Asset Layers from Data Collection (per term)			✓
CLIENT'S SUBSCRIPTION SELECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

✓ Included

For additional information, visit: <http://gisworkshop.com/simplecityinfo11-30-2017/>. Services outside the scope of these Subscription Types will require a separate Project SOW and will incur additional costs.

POPULATION SIZES

Population	Client
Less than 500	<input type="checkbox"/>
500 – 1,000	<input type="checkbox"/>
1,001 – 2,000	<input type="checkbox"/>
2,001 – 5,000	<input checked="" type="checkbox"/>
5,001 – 10,000	<input type="checkbox"/>
10,001 – 15,000	<input type="checkbox"/>
15,001 – 20,000	<input type="checkbox"/>
20,001 – 25,000	<input type="checkbox"/>
25,001 – 30,000	<input type="checkbox"/>
Greater than 30,000	<input type="checkbox"/>

TRAINING AND SUPPORT

Client's Subscription includes access to two (2) one-hour web-based training sessions for Client staff. It also includes access to training material, GISW-sponsored User Groups, GISW webinars, GISW news, technical product support, and the Client Support Portal. Technical product support is not to be used as a substitute for proper training and education.

MULTIMEDIA DATA MANAGEMENT

The first 5 GB of media data storage (photos, documents, PDFs, spreadsheets, etc.) are included in the *SimpleCity* free of charge. Additional data storage packages are available for purchase for users who require more than 5 GB of media data storage. Additional costs will be calculated as-needed, total amount will be included with the annual invoice.

Total Data Usage	Cost
0 GB - 5 GB	\$0
5 GB - 500 GB	\$300 annually
500 GB - 1 TB	\$600 annually

TERM AND RENEWAL

Each Term of this Subscription is five (5) years, with the initial Term commencing on the date of execution of this SOW and subsequent renewal Terms on the anniversary of the date of execution. Additional Termination provisions are below. Each Term automatically renews and shall continue to do so unless the Client provides a written notice of non-renewal ("Termination Notice") prior to the Term renewal date. Subscription Term renewals are subject to a 10% fee increase over the like Subscription Type and Population Size.

SETUP & IMPLEMENTATION TIMELINE

The GISW team is ready to setup and to implement the Client's SimpleCity® after receipt of a signed contract (MSA + SOW) and subscription fee. The Setup & Implementation Timeline is the first six (6) weeks following the date of execution of the initial Term Subscription. Setup includes the following to bring the Client's SimpleCity® application live:

- Application provisioned to Client
- Initial Departments and Roles configured. This step requires Client input.
- Asset Library configured. This step requires Client input.
- GISW normalizes Client's GIS/spatial data, configures the data for the Asset Library, and loads data to SimpleCity®. This step requires the Client to provide GISW with GIS Formatted data.

Setup Timeline does not include map/document digitization, Property Insurance Layer creation, CAD/AutoCAD conversion, Data Collection & Extraction, or Professional Services. If the Client's Subscription Type includes these features and/or services, GISW will implement them as timely as is possible. Because of GISW's reliance on various Client offices to complete setup, GISW cannot be held liable for any delays in setup completion.

FEES AND BILLING

SimpleCity® Subscription		
Subscription Type		Standard
Annual Subscription Fee		\$12,000
SimpleCity® Add-ons		# of Users
SimpleAssets™ Mobile App Subscription (\$900/user)*	3	\$2,700
Additional Data Uploaded Exceeding 5 GB	N/A	\$TBD
Total Annual Fees		\$14,700

*If Client subscribes to the SimpleAssets™ Mobile App at same time as SimpleCity®, the \$2,500 mobile application activation fee is waived.

Unless otherwise specified, fees related to the Client's Subscription(s) are invoiced in advance and are due upon receipt. All fees are U.S. Dollars.

CHANGE ORDERS

Significant changes in, or additions to, this Statement of Work during the project that require additional consulting time from GISW will require a Change Order to detail a revised Statement of Work. This will ensure that the changes to the Statement of Work are documented, and that both the Client and GISW agree to the changes.

A Change Order reflects the new deliverables, activities, and budget for the remainder of the project. It amends the Agreement and Statement of Work from the date which is it signed. Payment for all hours worked and expenses incurred up to the date of the Change Order will be due at this time as they were stated in the original Agreement and Statement of Work. Additional time detailed in the Change Order will be billed at the GISW fee structure in effect at the time of the issuance of the Change Order.

TERMINATION

This Statement of Work may be terminated with respect to any Service or Deliverable by mutual agreement of the parties. Upon termination, Client shall pay GIS Workshop for all Services performed and Deliverables delivered up to and including the date of termination. Client will also be subject to an early termination fee which shall consist of the following: eighty percent (80%) of the annual subscription fees due for the remainder of the first term or fifty percent (50%) the annual subscription fees due for the remainder of the subsequent terms, whichever is the current status. These post-termination obligations shall survive the termination of this SOW, to the extent applicable.

COUNTERPARTS

This SOW may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument. Delivery of an executed counterpart of a signature page to this SOW by facsimile or other electronic means shall be effective as delivery of an original executed counterpart of this SOW.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work (Project No. 0985-001) as of the date written below.

Agreed to and Accepted by:

GIS Workshop, LLC

Sign: Janelle Heuton

By: Janelle Heuton

Its: Chief Operating Officer

Date: 6/18/18

City of Carter Lake IA

Sign: _____

By: _____

Its: _____

Date: _____

Client Point of Contact for GISW Project Manager for setup & data requests:

Name:

Title:

Phone:

Email:

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made effective June 18, 2018, (the "Effective Date") by and between GIS Workshop, LLC, a Delaware limited liability company ("GIS Workshop"), and City of Carter Lake IA ("Client").

ARTICLE 1
DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article 1:

1.1 "Change Order" means a written change order, which modifies an existing SOW and is signed by authorized representatives of both parties. A Change Order shall be deemed to be part of the applicable SOW for all purposes.

1.2 "Client Materials" means all information, content, data, functionalities, and any other materials provided to GIS Workshop by Client, whether created by Client or a third party, pursuant to this Agreement, for the purpose of assisting GIS Workshop with the performance of its obligations hereunder.

1.3 "Deliverable" means any item that GIS Workshop develops, prepares for, or provides to or for the benefit of Client in the course of providing Services, including any hardware, software, or other product, as well as any data that GIS Workshop provides to Client in connection with any Web-based Services; provided, that the Web-based Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" means all or any: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs, documentation, algorithms, program code, Specifications, reports, and designs), mask works, and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts, and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Services" means any services rendered by GIS Workshop to or for the benefit of Client, as described in a SOW. Services specifically include any Web-based Services that are rendered by GIS Workshop to or for the benefit of Client.

1.6 "Specifications" means the specifications and functionalities to which the Deliverables shall be developed by GIS Workshop, as set forth in a SOW.

1.7 "SOW" means a written statement of work signed by authorized representatives of both parties that sets forth the particular Services to be rendered and Deliverables to be developed by GIS Workshop on behalf of Client, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties, and other relevant information pertaining thereto.

1.8 "Web-based Services" means any internet-based geospatial system or website or mobile application that is hosted by GIS Workshop for storing, managing, publishing, and using maps, data, and other information.

ARTICLE 2
SERVICES; DELIVERABLES

2.1 GIS Workshop shall perform the Services in a professional and workmanlike manner, using qualified personnel, in accordance with the Specifications and the terms set forth in the applicable SOW. To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit A. GIS Workshop will, in its sole discretion, select personnel to render the Services, establish working hours for its personnel, use the resources and materials it deems appropriate to perform the Services, and, within the parameters set forth in a SOW, determine the method, details, and means of performing the Services. GIS Workshop may suspend the performance of Services without notice or liability if: (a) Client fails to pay any amount due to GIS Workshop within 15 days of receiving a non-payment notice from GIS Workshop; (b) there is any event for which GIS Workshop reasonably believes the suspension of the Services is necessary to protect its systems or other clients; or (c) a law enforcement or third party government agency has requested such suspension. If GIS Workshop suspends the Services based on clause (b), and such suspension lasts longer than 15 business days, then Client may terminate this Agreement or any SOW upon written notice to GIS Workshop.

2.2 GIS Workshop shall deliver the Deliverables, along with all relevant documentation, in a timely manner, in accordance with the milestones and delivery dates set forth in the applicable SOW. The parties will agree on any procedures for testing and acceptance of Deliverables in the applicable SOW. Upon final payment by Client for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property embodied therein

(unless otherwise set forth in the applicable SOW), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable, and conditioned upon Client's compliance with its obligations in this Agreement.

2.3 In the event that GIS Workshop agrees to any changes, as may be requested by Client from time to time, to the Services, the Deliverables, or the Specifications, such changes shall be documented in a written Change Order.

ARTICLE 3 CLIENT OBLIGATIONS

3.1 Client shall provide GIS Workshop with reasonable access to Client's personnel, facilities, equipment, and Client Materials during normal business hours and otherwise as reasonably requested by GIS Workshop, to enable GIS Workshop to provide the Services. Except as expressly set forth in this Agreement, GIS Workshop will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client shall take such actions as are reasonably necessary to protect the security of said facilities and technology. GIS Workshop shall have no liability for loss of any Client Materials. Accordingly, Client shall be solely responsible for creating and maintaining current copies of all Client Materials provided to or stored by GIS Workshop, and storing such copies in a reasonably secure location.

3.2 Client represents and warrants to GIS Workshop that Client has obtained all necessary authorizations and/or licenses to provide the Client Materials to GIS Workshop and to permit GIS Workshop to use, reproduce, and/or modify the Client Materials, without liability to Client or any third party. Client hereby grants to GIS Workshop a non-exclusive right and license to use, reproduce, and modify the Client Materials to the extent necessary to enable GIS Workshop to provide the Services and develop the Deliverables.

3.3 Client shall comply with all laws and governmental regulations affecting its use of the Services and Deliverables, and GIS Workshop shall have no responsibility therefor, including, without limitation, any responsibility to advise Client of such laws or regulations.

3.4 Client shall ensure that any hardware, applications, or software not provided by GIS Workshop pursuant to this Agreement will function properly while using the Deliverables and Services. The failure of Client's hardware, applications, or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.5 Client shall not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software provided or licensed to Client by GIS Workshop. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by GIS Workshop, except to the extent that the parties expressly agree in the applicable SOW that Client owns all right, title, and interest in and to such software and the Intellectual Property embodied therein.

ARTICLE 4 FEES AND EXPENSES

Client shall pay GIS Workshop for all Services and Deliverables, in the amounts, at the times, and in the manner set forth in each SOW. Any payment that is past due to GIS Workshop shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse GIS Workshop for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. Client shall pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on GIS Workshop's income) which result from, or are related to, the rendition of the Services or the providing of the Deliverables. Upon the execution of a Change Order, GIS Workshop may require Client to pay for all Services and Deliverables completed from execution of the original SOW to the execution of the Change Order. Client's failure to make any payment when due shall be considered a material breach of this Agreement.

ARTICLE 5 TERM AND TERMINATION

5.1 This Agreement shall commence on the Effective Date and shall continue until terminated as provided herein. Each SOW shall have its own termination provision. Unless otherwise agreed, termination of any SOW shall not constitute a termination of any other SOW or of this Agreement, but the termination of this Agreement shall terminate all unexpired SOWs and the Terms of Service, if applicable. GIS Workshop may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the Intellectual Property rights of any third parties, or at any time when there are no currently effective SOWs. This Agreement or any SOW may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; or (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

5.2 Upon termination of this Agreement or any SOW for any reason: (a) Client shall immediately pay all outstanding amounts it owes to GIS Workshop hereunder; (b) Client shall immediately cease using any terminated Services; (c) GIS Workshop may take steps to change, remove, or otherwise block Client's access to any Services; and (d) upon payment in full of the fees owed to it, GIS Workshop shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation, Specifications, Client Materials and programming language in GIS Workshop's possession. Unless otherwise specified in the applicable SOW, Client shall reimburse GIS Workshop for the costs of all non-cancelable products or services procured from third parties in connection with GIS Workshop's performance of the Services. The provisions of Articles 1, 4, 8, and 9, along with Sections 3.3, 5.2, 10.1, 10.2, 10.5, 10.6, 10.7, 10.10, and 10.11 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

ARTICLE 6 INTELLECTUAL PROPERTY

6.1 GIS Workshop is the exclusive owner of all right, title, and interest in and to all Intellectual Property embodied in the

Deliverables, the Services, and the Specifications, and any modifications, enhancements, improvements, and derivative works therein or thereto, as well as any other Intellectual Property developed in the course of GIS Workshop's performance under this Agreement. Client shall not take any action that weakens, deters, or otherwise negatively impacts GIS Workshop's rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in GIS Workshop's Intellectual Property to GIS Workshop. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own title to the Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement. Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to GIS Workshop hereunder, and no proprietary rights shall accrue to GIS Workshop in such Client Materials. Except as expressly set forth in this Agreement, nothing in this Agreement shall transfer any right, title, or interest in any of either party's Intellectual Property.

6.2 In performing a Service or developing a Deliverable, GIS Workshop may use certain third party technology set forth in the applicable SOW ("Third Party Technology"). To the extent GIS Workshop has the right to grant licenses to such Third Party Technology, GIS Workshop hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology. GIS Workshop makes no representations or warranties with respect to any Third Party Technology and shall have no liability arising out of or relating to Client's use thereof.

6.3 GIS Workshop may from time to time arrange for Client's purchase, lease, or license of third party hardware, equipment, software, services, data, or other products not owned by GIS Workshop ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. GIS Workshop makes no independent representations and warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

Each party hereby represents warrants to the other that: (a) it is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such party; (b) it has all necessary corporate power and authority to enter into this Agreement, to grant to the other party all of the rights granted hereby, and to perform its obligations hereunder; (c) this Agreement is and shall remain the valid, legal, and binding obligation of such party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights or by principles of equity; and (d) the execution, delivery, and performance of this Agreement does not

conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

ARTICLE 8 DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

8.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT'S USE OF ANY SERVICE OR DELIVERABLE IS SOLELY AT CLIENT'S OWN RISK. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. GIS WORKSHOP DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GIS WORKSHOP MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.2 GIS WORKSHOP'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE FEES PAID TO GIS WORKSHOP BY CLIENT UNDER THE APPLICABLE SOW DURING THE SIX MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL GIS WORKSHOP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GIS WORKSHOP, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.

8.3 Each party, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses, and disbursements of any kind and nature whatsoever (including attorneys' fees), arising out of or relating to any suit, investigation, proceeding, demand, or claim by any third party (collectively "Claims") arising out of or related to (a) a violation by the Indemnifying Party of any applicable law, rule, regulation, or court order; or (b) any personal injury (including death) or property damage caused by the gross negligence or willful misconduct of the Indemnifying Party.

ARTICLE 9 CONFIDENTIALITY

During the term of this Agreement, each party (the “Disclosing Party”) may provide the other party (the “Receiving Party”) with certain confidential and proprietary information (“Confidential Information”). Confidential Information includes the Disclosing Party’s research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked “confidential” (or with a similar legend), any information that is orally disclosed, identified as confidential at the time of disclosure, and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party shall not use the Disclosing Party’s Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party’s Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 9, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement, and upon the written request of the Disclosing Party, the Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 10 MISCELLANEOUS

10.1 During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit for employment or hire any employee of GIS Workshop with whom Client has had contact or who became known to Client in connection with this Agreement.

10.2 Client shall not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage, or in any way criticize the personal or business reputation, practices, or conduct of GIS Workshop, its employees, directors, or officers. Client acknowledges and agrees that this prohibition extends to statements, written or verbal, made

to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board of directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and clients.

10.3 GIS Workshop acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). GIS Workshop guarantees compliance with the Nebraska Fair Employment Practices Act, and its breach of this Section shall be regarded as a material breach of this Agreement. GIS Workshop shall insert a similar provision in its agreements with its subcontractors.

10.4 GIS Workshop certifies that it maintains a drug free workplace to ensure worker safety and workplace integrity.

10.5 Any notice, consent, or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid, and the receipt is returned to the sender. Names, addresses, and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

10.6 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

10.7 This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party’s respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Nebraska, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial.

10.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission or electronic mail, and the receipt of such executed counterparts by facsimile transmission or electronic mail shall be binding on the parties.

10.9 The parties acknowledge that GIS Workshop is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employment relationship between GIS Workshop and Client. Client will not supervise GIS Workshop. GIS Workshop shall pay all taxes due and payable on the payments received from Client in accordance with federal, state, and local law. Client shall not withhold or pay any federal, state, or local income tax, or any other payroll tax of any kind, on behalf of GIS Workshop. GIS Workshop not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

10.10 GIS Workshop may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation, or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. GIS Workshop may not subcontract the performance of its obligations hereunder, in whole or in part, without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

10.11 This Agreement, including all applicable SOWs, Change Orders, the Terms of Service (if applicable), and any other addenda (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. In the event of any conflict between the provisions of this Agreement and any SOW, the Terms of Service, or any other addenda, the provisions of this Agreement will control. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other breach by either party.

10.12 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

10.13 As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa. References to "Articles," "Sections," or "SOWs" shall mean the Articles, Sections or SOWs of or attached to this Agreement, unless

otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement.

10.14 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client's computer system, GIS Workshop system downtime for routine maintenance, network problems, or telecommunications failure, the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GIS Workshop, LLC

Signature:



By: _____

Name: Janelle Heuton

Its: Chief Operating Officer

Date: 6/18/2018

Address: 4949 NW 1st, Ste. 1, Lincoln, NE 68521

Client:

By: _____

Name: _____

Its: _____

Date: _____

Address: _____

EXHIBIT A

GIS WORKSHOP TERMS OF SERVICE

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outline the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC ("GISW") (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based and/or mobile application services (the "Service") offered by GISW on and through its website (the "Site") for personal or business use by Client in connection with WebGIS (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent GISW makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1. SERVICE. Subject to Client's continued compliance with these Terms of Service, and in consideration of GISW granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, GISW grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data and layout of the Service described or depicted on, or generated through, the Site are subject to change.

2. THIRD PARTY PRODUCTS. Client acknowledges that the Service may include access to third party software, services and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services and data. GISW makes no independent representations or warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof.

3. SCOPE OF SUBSCRIPTION RIGHTS. The rights granted by GISW to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of GISW, which may be withheld in GISW's sole and absolute discretion.

4. FEES AND PAYMENT TERMS.

(a) In consideration for GISW granting Client access to the Service, Client agrees to pay to GISW a non-refundable subscription fee in the amount and on the terms set forth on GISW's then-current fee schedule (the "Subscription Fee"), which shall be charged in accordance with the applicable terms of the statement of work executed by the parties (the "SOW").

(b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an SOW with GISW, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, GISW may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by GISW and either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the SOW.

(c) In the event that GISW elects to allow for payment by credit card, GISW may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card information for GISW. GISW's handling of Client's personal information shall be in accordance with GISW's privacy policies and practices, which will be provided to Client upon request.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon GISW's request, GISW may immediately terminate these Terms of Service and suspend

Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by GISW's income) and hold GISW harmless for the payment of any and all such taxes.

5. CLIENT MATERIALS. Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the GISW. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to GISW, and GISW hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for GISW to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of GISW related to the Service or Site (or with respect to GISW's other legitimate business needs). Client, not GISW, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and GISW shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that GISW is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality, decency, quality or any other aspect of the Client Materials, and GISW shall have no liability to Client or any third party for its use of or reliance on the Client Materials. GISW reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of GISW providing the written notice to the Client, GISW may remove and/or discard the Client Materials. GISW will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by GISW and Client. The parties agree that GISW will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. GISW will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, GISW has no further obligation to maintain any Client Materials.

6. SITE DELIVERABLES. As part of the Service, GISW may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While GISW makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by GISW in connection therewith. Thus, GISW makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from GISW as part of a Site Deliverable before relying on it for any purpose of material impact. GISW is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

7. SERVICE RESTRICTIONS. Client agrees it will not: (a) rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service; (b) use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever; (c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever; (d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables; (e) Access the Service by any means other than through the Site; (f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or (g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

8. REGISTRATION. Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or SOW) with GISW in the form provided to Client by GISW. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as authorized herein. GISW will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify GISW immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. SUPPORT, MAINTENANCE AND UPGRADES.

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, GISW will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by GISW in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by GISW at GISW's sole and absolute discretion, and upon terms determined by GISW.

(b) Client understands and acknowledges that GISW has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that GISW will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of GISW's general maintenance services shall be made in GISW's sole and absolute discretion. GISW shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to GISW. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which GISW may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

10. BACKUP; DISASTER RECOVERY; SECURITY.

(a) GISW agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) GISW shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to GISW through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

11. OWNERSHIP OF INTELLECTUAL PROPERTY. Except with respect to the Client Materials, which GISW acknowledges is the property of Client, Client acknowledges that GISW and/or the third party sources of GISW's information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service; and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by GISW are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of GISW, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between GISW and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by GISW in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by GISW (collectively the "GISW Trademarks") are the trademarks of GISW or its content providers. GISW and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, GISW will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of these Terms of Service.

12. CANCELLATION, TERM AND TERMINATION.

(a) Term. These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the SOW, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term"). Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) Termination. These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the

non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c)Effect of Termination. Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

14. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL GISW BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GISW SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GISW'S AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GISW DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

15. NO WARRANTY. CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GISW SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GISW. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GISW DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 2.2 OF THE MASTER SERVICES AGREEMENT, NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW MAKES ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GISW IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. INDEMNITY. Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (

including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; or (b) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

17. CONFIDENTIALITY. During the Term of these Terms of Service, GISW may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the GISW, (c) is published or otherwise made known to the public by the GISW, or (d) was generated independently by the Client before disclosure by the GISW. The Client will refrain from using the GISW's Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of Service. The Client will likewise restrict its disclosure of the GISW's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

18. FORCE MAJEURE. Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

19. LINKS TO THIRD PARTY SITES. The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by GISW to Client as a convenience and the inclusion of the links do not imply any endorsement by GISW of any Linked Site. GISW has no control of the Linked Sites and Client therefore acknowledges and agrees that GISW is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that GISW is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

20. GENERAL INFORMATION.

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to GISW in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 10.6 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC
Janelle Heuton
Chief Operating Officer
4949 NW 1st St., Ste 1, Lincoln, NE 68521
jbartels@gisworkshop.com
(402) 436-2150

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of GISW, which may be granted or withheld in GISW's sole discretion. These Terms of Service may not be assigned or transferred by GISW without the express written consent of Client which may be granted or withheld in Client's sole discretion, provided, however, that GISW may assign these Terms of Service

in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e)The words “or” and “nor” are inclusive and include “and.” “Including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to “Sections” shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f)These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. These Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g)No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h)If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i)Client shall comply with all applicable laws, rules and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j)The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12(c), 14, 15, 16, 17, 20(b) and this Section 20(j), shall survive the termination or expiration of these Terms of Service.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GISW.

CONSULTING AGREEMENT FOR BUILDING CODE SERVICES

This agreement made and entered into this June _____, 2018 between the City of Carter Lake, Iowa; hereinafter referred to as "Client", and Darin Whatcott/DBA JDW Midwest LLC a Limited Liability Company with its principal place of business at 1405 S. Larchmont Drive, Council Bluffs, IA 51503, hereinafter referred to as "Contractor".

Be it mutually agreed as follows:

This agreement shall become effective as of the date stated above and continue in effect until terminated as provided herein.

I. Services.

Contractor shall provide services for City as provided in Attachments 1; herein incorporated by this reference. Contractor will determine the method, details, and means of performing the above-described services; shall set the hours during which it performs services under this Agreement; and shall supply all tools and instrumentalities required to perform the services under this Agreement. All documents, reports, records, field notes, materials and data of any kind (paper, electronic or otherwise) resulting from performance of this agreement are at all times the property of the City.

II. All employees used by Contractor shall be qualified, having appropriate certification through International Code Council ("ICC") and/or experience to perform building code plan review services and related duties to the satisfaction of the Client.

III. Schedule of Fees.

Client agrees to compensate Contractor for the hourly rates as provided in Attachment 2. City agrees to pay six percent (6%) interest charge per annum on unpaid fees, if payment is not received within sixty (60) calendar days of invoice date unless otherwise specified in this Agreement.

IV. Billing for services shall be as follows:

- a. The Contractor shall invoice the Client for services the following week of the next month for the previous calendar month for services provided within that calendar month. The City/Client will receive an invoice from the contractor.
- b. Amount owed shall be due thirty (30) calendar days from date of receipt of the fees paid to the City related to the services performed or on the date of invoice whichever shall last occur. A six (6%) percent interest charge per annum on the unpaid balance will be added if payment is not received within sixty (60) days of when specified in this agreement.

- V. Contractor is an independent contractor. All employees of Contractor shall be under the control of the Contractor; with minor coordination with the Client which they represent. The timing and mean and methods of performing the work herein shall be at the direction of the Contractor.
- VI. Contractor will supply all tools, code books, instruments and vehicles required to perform the services contemplated by this Agreement.
- VII. Notices or correspondence relating to this Agreement shall be in writing. Any notices to be given hereunder shall be effective when (a) personally delivered, or (b) certified mail placed in the United States Mail, postage prepaid, return receipt requested, and addressed to the party to whom the notice is delivered.

- a. Contractor:

- JDW Midwest LLC
1405 S. Larchmont Drive
Council Bluffs, IA 51503

- b. Client:

- CITY OF CARTER LAKE, IA
950 Locust Street
Carter Lake, IA 51510

VIII. Insurance Requirements.

- a. Contractor shall submit Certificates of Insurance to the Client, to hold harmless and indemnify the Client for any and all claims of any kind or nature; Certificates shall show, in addition to Contractor, that the Client is additionally insured; Insurance shall include Workmen's Compensation and employers liability insurance; General Liability insurance with coverage in the amount of at least One Million Dollars (1,000,000.00) per occurrence, One Million Dollars (1,000,000.00) aggregate; Errors and Omissions Professional Liability insurance with coverage in the amount of at least One Million Dollars (1,000,000.00); and Automobile Liability insurance with coverage of at least One Million Dollars (1,000,000.00) per accident.
 - 1. Each policy shall name the Client as specifically and separately as an additionally insured under policy by valid endorsement.
 - 2. Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs prior to the expiration date on the face of the certificate.
- b. Contractor agrees to provide Workers' Compensation insurance for its employees and agents and agrees to hold City harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

IX. Indemnification.

Contractor hereby agrees to indemnify, defend and hold harmless the Client and its agents and employees from any and all liability or claim of liability, including attorney's fees, arising by reason of personal injury, death or property damage and which results from Contractor's alleged or actual negligent, reckless, or intentional acts, errors, or omissions in the performance of this agreement, or from any dangerous condition of public property. Contractor will provide a waiver of subrogation to the Client.

X. Choice of Law.

- a. This agreement shall be governed by the laws of the State of Nebraska. Venue for any action arising from this agreement, including but not limited to matters concerning validity, construction, performance, or enforcement shall exclusively take place in the State of Nebraska.
- b. Contractor agrees to practice "Affirmative Action" and to submit an affirmative action contract compliance report to the Client.

XI. Representatives.

- a. Representative for Contractor regarding services shall be:

DARIN WHATCOTT

- b. Representative for Client regarding services shall be:

JACKIE STENDER

XII. Contract Terms and Termination.

- a. Term.

Term of contract shall be three (3) years from date of signature with one (1) year possible extensions.

- b. Termination.

Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement upon ninety (90) days written notice to the other party. Any fees due to the Contractor for services rendered prior to the termination date shall be paid thirty (30) days of the termination date.

XIII. Assignment.

Neither party shall assign all or part of its rights, duties, nor do others interest under this Agreement without the other party's prior written consent.

XIV. Modification of Agreement.

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the parties.

XV. Entire Agreement.

This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor for Client, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. As provided above, any modification of this Agreement will be effective only if it is in writing signed by the parties.

XVI. Records.

All of the records, documentation, data, permits, reports, inspection records, files and any other materials are the property of Client whether maintained on Client premises or not. At the request of Client or the termination of this Contract, all of said items shall be turned over to the City within thirty (30) days of said report or termination.

SIGNATURE PAGE

CITY OF CARTER LAKE, IOWA:

BY: _____
(name), Mayor

DATE: _____

Attest to: _____
(name), City Clerk

JDW MIDWEST LLC:

BY: _____
Darin Whatcott, President/Owner

DATE: _____

ATTACHMENT 1

BUILDING INSPECTION SERVICES

- a) Review thoroughly project specifications, plans, reports and calculations prior to inspection to ensure structural and architectural stability.
- b) Perform and document comprehensive field inspections on assigned construction projects to determine that all aspects of the project work conform to applicable and adopted Building, Plumbing, Mechanical and Electrical codes, as well as zoning ordinances, energy conservation and ADA requirements.
- c) Review plans for building construction, plumbing, mechanical and electrical systems.
- d) Participate in reviews regarding related projects with technical consultants, Fire Officials, Health Officials, appropriate utilities and other influenced City agencies.
- e) Prepare correction notices and notices of non-compliance during inspections and maintain a record of non-complying items and follow-up to resolutions of such items, including attending court proceedings necessary to enforce City Ordinances and Codes.
- f) Record conferences with Consultants, engineers, architects and manufacturers.
- g) Utilize the City automated permit tracking system to obtain and record pertinent job information and records.
- h) Introduce effective ways to provide thorough documentation and reports for all investigations.
- i) Establish professional working relationships with all affected City personnel to streamline enforcement efforts.
- j) Ensure that the public interests for a safe environment are met.
- k) Uphold the preservation of health, safety and welfare of the public.
- l) Provide Inspections within twenty-four (24) hours of formal request.

PLAN REVIEW SERVICES

- a) Provide plan check/review of submitted plans and documentation to check for architectural, lifesafety, structural, mechanical, plumbing, electrical, accessibility and energy requirements.
- b) Provide plan check of submitted plans and documentation to determine compliance with City adopted Model Codes, Regulations and procedures: International Building Codes, Uniform Plumbing Code, National Electrical Code, NFPA Fire Codes, State Building Code and locally adopted amendments and ordinances as required.
- c) Coordinate plan reviews with other appropriate City agencies and public utilities including but not limited to, agencies having jurisdiction for enforcement of fire, sanitation, health, water and sewer codes and services and City Engineer for soils for geology reports.
- d) Systematically computer-log all plans with a computer tracking system and provide monthly status reports.
- e) Professional team staff members shall be readily available to the applicant to maintain an open line of communication to ensure compliance.
- f) Certified Plans Examiners on request of the City will perform plan check on-site.
- g) Attend all project meetings as required or requested by the City.
- h) Provide a letter of transmittal and the appropriate paper documentation that the plans have been checked and corrections are needed or that the plans are complete. This shall include the final correction list indicating that the plans meet all the requirements of the City. The City prior to use shall approve all forms and materials used by contractor.
- i) Records of Plan Review shall be maintained in contractor office as well as records of telephonic and personal conversations concerning plans and plan check corrections.
- l) Provide within 24 hours notice, pick-up or delivery of plans utilizing a Contractor courier or an overnight service at no charge to the City.

BUILDING OFFICIAL AND/OR CODE ANALYSIS SERVICES

Provide information services such as building regulations, permitting procedures, development information and City ordinances to the public, permit applicants and developers as directed by the City.

- a) Assist in selecting building division personnel; Be active in training, maintaining education levels, encouraging and appraising all personnel. Including the development and implementation of goals, objectives, policies and priorities for the Department as well as department personnel.
- b) Supervise all functions of the department including staff and procedures. Monitor and make changes as necessary regarding the efficiency and success of current services, methods and procedures.
- c) Contribute in the preparation and the development of the Building Dept. budget.
- d) Attend to all complaints and issues regarding all activities that occur within the building division sphere and carry out action as necessary.
- e) Prepare, present and advises on reports, budgets and findings to all appropriate and affected agencies.
- f) Serve as liaison of the building division regarding Adopted Code information and Client ordinances to all other Client departments as well as the public and external agencies.
- g) Informed and highly educated on all current codes as well as adopted Client ordinances.
- h) Experienced in Building and Safety functions and methods. Including ability to perform plan check, complex inspection on all types of construction, materials, permit issuance and terminology
- i) Perform all duties set forth in the International Building Code Administration chapter.

ATTACHMENT 2

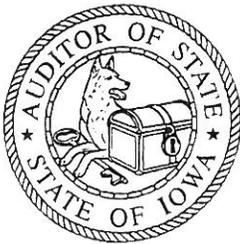
HOURLY STAFF RATES
FOR PROFESSIONAL SERVICES

Certified Building Inspector \$75.00/hour

Certified Plans Examiner \$80.00/hour

Optional

Certified Building Official/Code Analysis \$95.00/hour



OFFICE OF AUDITOR OF STATE
STATE OF IOWA

Mary Mosiman, CPA
Auditor of State

State Capitol Building
Des Moines, Iowa 50319-0004

Telephone (515) 281-5834 Facsimile (515) 242-6134

May 11, 2018

Attention: City Clerk
City of Carter Lake
950 Locust Street
Carter Lake, Iowa 51510

Dear Ms. Stender:

Thank you for sending your request for proposal to the Auditor of State. Since our practice consists entirely of governmental audits, we believe we possess the required qualifications to provide the City of Carter Lake with high quality audit services, and we would like to be able to perform your audit.

Unfortunately, however, we are not in a position at this time to commit resources to perform your audit because of the number of audits already planned. Therefore, we must decline to respond to your request for proposal.

If you have questions regarding this or should you desire the services offered by the Office of Auditor of State in the future, please contact us.

Sincerely,

Handwritten signature of Tami Kusian in cursive.

Tami Kusian, CPA
Deputy Auditor of State

TK/dd





Diane McGrain, CPA
Jim Menard, CPA
Kelsey Peterson, CPA

May 15, 2018

City of Carter Lake
Attn: Jackie Stender, City Clerk
950 Locust Street
Carter Lake, IA 51510

Enclosed is our proposal to audit the financial statements of the City of Carter Lake for the year ending June 30, 2018.

We appreciate the opportunity to provide services to your City. If you have any questions, please let us know.

Sincerely,

SCHROER & ASSOCIATES, P.C.

A handwritten signature in cursive script, appearing to read "Diane", is written in dark ink.

Diane McGrain
Shareholder

DM/sh
Enc.

omni business centre
42 n. 2nd street
council bluffs, iowa 51503
712•322•8734 / fax 712•322•4699
www.schroer-cpa.com



Diane McGrain, CPA
Jim Menard, CPA
Kelsey Peterson, CPA

May 15, 2018

City of Carter Lake
Attn: Jackie Stender, City Clerk
950 Locust Street
Carter Lake, IA 51510

RE: City of Carter Lake

We would like to make the following proposal to audit the City of Carter Lake's financial statements for the year ending June 30, 2018.

We will audit the financial statements of the City of Carter Lake, as of and for the year ending June 30, 2018.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with the cash basis of accounting, and to report on the fairness of the additional information when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Carter Lake and other procedures we consider necessary to enable us to express such an opinion. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph. If our opinion on the financial statements is other than unmodified we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Audit Standards*.

omni business centre
42 n. 2nd street
council bluffs, iowa 51503
712•322•8734 / fax 712•322•4699
www.schroer-cpa.com

The report on internal control and compliance and other matters will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

Audit Procedures--General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluation the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures--Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal

acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Carter Lake's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Carter Lake in conformity with the cash basis of accounting based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, who possess suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the cash basis of accounting.

Management is responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

Audit Fees and Administration

The fee for our services will be \$11,000. We will include an option to extend the engagement for two more years at the same fee. If a single audit is required under the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) (federal funds expended exceed \$750,000), our fee will be \$12,000. 50% of our fee will be billed upon completion of the fieldwork, 50% will be billed upon completion of the report. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report.

We appreciate the opportunity to be of service to the City of Carter Lake and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

SCHROER & ASSOCIATES, P.C.

Diane McGrain
Shareholder

DM/sh

RESPONSE:

This letter correctly sets forth the understanding of the **CITY OF CARTER LAKE**.

By: _____ Title: _____ Date: _____



ORDINANCE # _____

AN ORDINANCE to amend Title V entitled "Building and Property Regulations" of the Municipal Code of The City of Carter Lake, Iowa, by adding Chapter 134.

**BE IT ORDAINED
BY THE CITY COUNCIL
OF THE
CITY OF CARTER LAKE, IOWA:**

134.01.05- Purpose and intent.

- a) The purpose of this title is to:
 - 1) contain and eliminate urban blight and deterioration of real property and neighborhoods;
 - 2) prevent the development of conditions that are hazardous to public health or safety;
 - 3) assure that dangerous conditions be abated; and,
 - 4) protect the health, safety, and general welfare of the public as a whole, not individuals.

- b) To achieve the purpose of this title, it is the intent of this title to:
 - 1) define the responsibility of owners, operators, and occupants of dwellings in securing city-wide compliance with minimum physical standards for real property;
 - 2) establish minimum quality standards for all residential dwellings, dwelling units, roaming houses, and rooming units; and provide for the enforcement of those minimum quality standards;
 - 3) establish a baseline for minimum design and installation standards for dwelling units that were constructed without benefit of codes; and,
 - 4) establish a rental inspection program that has the authority, responsibility, and administrative mechanism to inspect (i) rental dwelling places through a regular, systemic, and area-by-area procedure and (ii) specific rental dwelling places on a complaint or emergency basis.

- c) The provisions of this title shall apply uniformly to (i) the construction, maintenance, use, and occupancy of any new residential building or structure and (ii) the alteration, repair, equipment, use, occupancy, and. maintenance of any existing residential building or structure.

- d) An existing residential building or structure is deemed to be in compliance with the design or installation standards of this title if it is in compliance with the construction code(s), if any, in effect at the time it was originally constructed, converted, or substantially rehabilitated. An existing residential building or structure is deemed to be in compliance with the design or installation standards of this title if it were legally constructed, converted, or substantially rehabilitated without the benefit of code(s).

Exception: Any conversion or substantial rehabilitation of an existing building or structure that has an adverse effect on the integrity of its structure or structural systems is not deemed to be in compliance with the design or installation standards of this title.

- e) Any alteration, modification, repair, or change of any residential building or structure must comply with the construction code in effect at the time an application for a permit for such alteration, modification, repair, or change is submitted and a permit issued.

134.01.010 - Definitions.

For the purposes of the interpretation and enforcement of this title, the following definitions apply:

- 1) "Approved" means approved or set forth by state statute or local ordinance.
- 2) "Basement" means that portion of a building that is partly or completely below grade (see "story above grade").
- 3) "Bath" means a bathtub or shower stall.
- 4) "Bathroom" means that room that contains the toilet, lavatory, and bath.
- 5) "Bedroom" means a habitable room within a dwelling or dwelling unit that is used, or intended to be used, primarily for the purpose of sleeping, but shall not include any kitchen, dining room, or living room in which cots, rollaway beds, or davenports may be used for sleeping purposes.
- 6) "Building official" means the chief building official or his or her designee of the building inspection division or any successor division or department.
- 7) "Cellar" means a portion of a building located partly or wholly underground, and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.
- 8) "Dining room" means a habitable room used or intended to be used for the purpose of eating, but not for the cooking or preparation of food.
- 9) "Dwelling" means any building or structure, except temporary housing, that is wholly or partly used or intended to be used for living or sleeping by human occupants, but shall not include dormitories, hotels, or motels. Whenever the word "dwelling" is used in this title, it shall be construed as though it were followed by the words "or any part thereof."
- 10) "Dwelling unit" means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities that are used or intended to be used for living, sleeping, cooking, or eating. Whenever the term "dwelling unit" is used in this title, it shall be construed as though it were followed by the words "or any part thereof."
- 11) "Exit" means a continuous and unobstructed means of egress to a public way and shall include intervening doors, doorways, corridors, exterior exit balconies, ramps, stairways, smoke-proof Enclosures, horizontal exits, exit passageways, exit courts, walkways, sidewalks, and yards.
- 12) "Extermination" means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; or, by poisoning, spraying, fumigating, trapping, or any other pest elimination methods approved by appropriate state or federal agencies.
- 13) "Garbage" means the animal and vegetable waste resulting from the handling, preparation, cooking, marketing, or processing of food, or the non-consumed waste resulting from animals or humans consuming food.

- 14) "Habitable room" means a room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, toilet compartments, laundries, pantries, foyers, communicating corridors, halls, closets, utility or storage spaces, stairways, and similar areas.
- 15) "Historic building" means any building or structure that is listed in the National Register of Historic Places, designated as a historic property or local landmark under local or state designation law or survey, certified as individually eligible or a contributing resource within a National Register-listed or locally designated historic district, or with an opinion or certification that the property is eligible to be listed on the National Register of Historic Places either individually or as a contributing building to an historic district by the State Historic Preservation Officer, the Keeper of the National Register of Historic Places, or the building official.
- 16) "Infestation" means the significant presence of any insects, rodents, or other pests within a dwelling or on the dwelling premises.
- 17) "Kitchen" means a habitable room used or intended to be used for the cooking or preparation of food.
- 18) "Lavatory" means that fixture that is commonly referred to as a "bathroom sink."
- 19) "Living room" means a habitable room that is used or intended to be used primarily for general living purposes, but not for sleeping or cooking.
- 20) "Minimum quality standards" means those standards that address basic equipment and facilities for light, ventilation, and thermal conditions; safety from fire or accident; an adequate level of maintenance; and, the use, location and, amount of space for human occupancy;
- 21) "Non-dwelling structure" means any structure, except a dwelling or rooming house, used or intended to be used for the shelter or enclosure of any person, animal, or property of any kind.
- 22) "Occupancy" means the act or acts of living, sleeping, or cooking in, or having actual possession of, a dwelling, dwelling unit, or rooming unit.
- 23) "Occupant" means any person over one (1) year of age, including an owner or operator, living, sleeping, or cooking in, or having actual possession of, a dwelling, dwelling unit, or rooming unit.
- 24) "Operator" means any person who has charge, care, or control of a building, or any part thereof in which any dwelling units or rooming units are let, either as owner or agent of the owner.
- 25) "Owner" means any person who alone or jointly or severally with others:
 - a) has legal title or equitable title to any dwelling, dwelling unit, rooming house, or rooming unit;
 - b) has charge, care, or control of any dwelling, dwelling unit, rooming house, or rooming unit as executor, executrix, administrator, administratrix, trustee, or guardian of the estate of the owner.
- 26) "Person" means and includes any individual, firm, corporation, association, partnership, or similar entity.
- 27) "Plumbing" means and includes all of the following facilities and equipment: gas pipes, gas burning equipment, water pipes, garbage disposal units, waste pipes, toilets, sinks, installed dishwashers,

lavatories, baths, installed clothes washing machines, catch basins, drains, vents, hot water heaters, and any other similar fixtures, together with all connections to water, sewer, or gas lines.

- 28) "Premises" means a platted lot, or part thereof, or unplatted lot or parcel of land, either occupied or unoccupied by any dwelling or non-dwelling structure.
- 29) "Public or common hall" means a hall, corridor, or passageway not within the exclusive control of the occupants of one (1) dwelling unit or rooming unit.
- 30) "Plumb" means the exterior walls or other vertical structural members do not list, lean, or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle one third (1/3) of the base.
- 31) "Rental property" means any dwelling, dwelling unit, rooming house, or rooming unit that is occupied by a person or persons other than the owner of record, a member of the owner of record's family, or a person or persons either a beneficiary of a trust or a surviving spouse that includes the property in the trust estate. For purposes of this title, a member of a "family" includes the spouse, child(ren), parent(s), grandchild(ren) and grandparent(s) of the owner of record.
- 32) "Roomer" means an occupant of a rooming house who is charged rent and is not a member of the rooming house owner's or operator's family.
- 33) "Rooming house" means any dwelling or that part of any dwelling containing one (1) or more rooming units in which space is let by the owner or operator to one (1) or more roomers.
- 34) "Rooming unit" means any room or group of rooms forming a single habitable unit in a rooming house, used or intended to be used for living or sleeping, but not for cooking or eating.
- 35) "Rubbish" means any combustible or non-combustible waste material, except garbage.
- 36) "Safety" means the condition of being reasonably free from danger or hazards that may cause accidents or disease.
- 37) "Story above grade" means any story having its finished surface entirely above grade plane, except that a basement shall be considered as a story above grade plane where the finished surface of the floor above the basement meets anyone (1) of the following:
 - a) is more than six (6) feet above grade plane;
 - b) is more than six (6) feet above the finished ground level for more than fifty percent (50%) of the total building perimeter; or
 - c) is more than twelve (12) feet above the finished ground level at any point.
- 38) "Toilet" means a water closet with a bowl and trap made in one piece, which is of such shape and form and which holds a sufficient quantity of water so that fecal matter will not collect on the surface of the bowl, and which is equipped with flushing rims which permit the bowl to be properly flushed and scoured when water is discharged through the flushing rims.
- 39) "Violator" means any person who has violated any provision of this title.

134.01.020 - Terms defined in other codes.

Where terms are not defined in this code and are defined in the building, plumbing, or mechanical codes, they shall have the same meanings ascribed to them as in those codes.

134.01.030 - Terms not defined.

Where terms are not defined under the provisions of this code or under the provisions of the building, plumbing, or mechanical codes, they shall have ascribed to them meanings as reasonably implied by context herein or by their ordinarily accepted meanings.

134.01.040 - Punishment for Violations of Title 134.

Any violation of any provision of this title shall be punished as a simple misdemeanor, wherein the penalty is a fine not to exceed six-hundred twenty-five dollars (\$625.00) or a jail sentence not to exceed thirty (30) days. At the sole discretion of the Building Inspector or a majority vote of the Council, the city may elect to pursue any violation of any provision of this title as a municipal infraction, as set forth in chapter 1.14 of the municipal code.

Chapter 134.02 - INTERNATIONAL PROPERTY MAINTENANCE CODE

134.02.010 - Adoption.

The "International Property Maintenance Code," 2012 Edition, as approved and published by the International Code Council, including also the "Referenced Standards," contained therein, all as modified or amended herein, is adopted as the property maintenance code of the city, a copy of which is to remain on file in the office of the building official.

134.02.020 - Title.

These regulations shall be known as the Carter Lake Property Maintenance Code, hereinafter referred to as "this code".

134.02.030 - Fees.

The fees for activities and services performed by the city in carrying out its responsibilities under this code shall be as attached and appended hereto and modified by a majority vote of the Council from time to time.

134.02.040 - Department records.

The building official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period of time required by applicable law for retention of public records.

134.02.050 - Application for appeal.

Any person directly affected by a decision of the building official or a notice or order issued under this code shall have the right to appeal to the City Council and a form shall be provided and appended hereto.

134.02.065 - Swimming pools, spas, and hot tubs enclosures.

Enclosures. Private swimming pools, hot tubs, and spas, capable of containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and door in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No exiting pool enclosure shall be removed, replaced, or changed in a manner that reduces its effectiveness as a safety barrier.

134.02.68 - Window, skylight, and door frames

Window, skylight and door frames. Every window, skylight, door, and frame shall be kept in sound condition, good repair and weather tight.

Glazing. AH glazing materials shall be maintained in a manner that when closed forms a reasonably tight seal. Any window designed to be opened must be operable, and cannot be painted or nailed shut.

Openable windows. Every bedroom shall have at least one (1) window.

134.02.070 - Insect screens.

During the period of April 1st to October 31st, every door, window, and other outside opening required for ventilation of any habitable room, food preparation area, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.

Exception: Screen doors shall not be required where other approved means, such as air curtains, air conditioning, or insect repellent fans, are employed.

134.02.75 - Interior surfaces.

All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition, normal wear and tear excepted. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered, cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected, normal wear and tear excepted.

134.02.76 - Rubbish and garbage.

Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any significant accumulation of rubbish or garbage.

Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

Rubbish storage facilities. The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

Garbage facilities. The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leak-proof, covered, outside garbage container.

Containers. The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leak-proof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

134.02.77 - Section 309 adopted - Pest elimination.

Section 309 is adopted.

134.02.080 - RESERVED

134.02.081- Common halls and stairways.

Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one and two family dwellings, shall be lighted at all times with at least a 60watt standard incandescent light bulb or equivalent illumination for each 200 square feet (19 m2) of floor area.

134.02.082 - RESERVED

134.02.085 - Efficiency unit.

A unit that was registered with the city as rental property during the calendar year 2002 that did not meet the standards of this section shall continue to be deemed in compliance with this section, subject to the following conditions:

- a. It is occupied by no more than one (1) person.
- b. It has a clear floor area of not less than 150 square feet, including the areas required by paragraphs 2 and 3; and,
- c. The owner of the unit requested a certificate of compliance from the city by March 1,2003, and upon verification of the information the city issued a certificate of compliance.

134.02.090 - Heat supply.

Every owner or operator of any building who rents, leases, or lets one or more dwelling unit, rooming unit, dormitory, or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68 degrees F. in all habitable rooms, bathrooms, and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required, provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in the International Energy Conservation Code as adopted in chapter 13 .12 of the municipal code. In order to attain compliance with the winter outdoor design temperature criteria, listed portable heat appliances may be utilized to augment heating plants that are deemed operational and safe but cannot attain the minimum standard for conditioned space requirements.

3. Room temperature shall be measured at a distance of two feet (2') in from an exterior wall and at an eight of three feet (3') above the floor.

134.02.100 - RESERVED.

134.02.200 - Emergency escape openings.

Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following:

Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, gates, or similar devices are permitted to be placed over emergency escape and rescue openings, provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices are releasable or removable from the inside without the use of key, tool, or force greater than that which is required for normal operation of the escape and rescue opening.

Any room used or designed as a bedroom shall be provided with an emergency escape opening (window or door) designed and installed in accordance with the International Residence Code section R310, 2009 Edition. Pursuant to the National Fire Protection Association Life Safety Code NFPA 101 (2012 edition), the building official may grant an exception to window size for a story above grade room used or designed as a bedroom in a residential structure constructed prior to 1976.

Chapter 134.09 - INSPECTIONS

134.09.005 - Definitions.

"Out of compliance" shall be defined as: a building classified as a dangerous structure or premises as described and defined in Section 108 of the 2012 IPMC; a building found to have more than three (3) separate violations of Section 304 of the 2012 IPMC; or, a building found to have more than five (5) separate violations of Sections 305 and 306 of the 2012 IPMC.

134.09.010 - Inspection by building official.

The building official is authorized and directed to enter and make such inspections as are necessary to determine the condition of dwellings, dwelling units, rooming houses, rooming units, and the premises thereof in order that he or she may perform his or her duty of safeguarding the public health, safety, and welfare. The Building official shall give 24 hours' notice of the planned inspection, at a minimum by posting a notice prominently displayed on the property. Good faith efforts to notify the owner or operator shall also be made simultaneously by attempting to contact the owner or operator at the address or phone number on record with the City regarding the subject property.

134.09.020 - Owner and operators of rental property to register with city.

(a) Each owner or operator of rental property shall register such rental property with the building official. Each rental dwelling unit shall be registered annually. A registration is effective from January 1st until and including the December 31st immediately following. A registration that is set to expire must be renewed for the next annual registration period no later than December 31st of the current period, though such renewal cannot be sought or granted sooner than December 1st of the current period.

(b) The building official shall provide an application form (written or electronic) that must be used to fulfill the registration requirements of this title. The form must be completed and updated upon request by the owner or operator of rental property. The form shall also require the following information:

- (1) the street address of the dwelling or rooming house;
- (2) the number of rental units contained in the dwelling or rooming house; and,
- (3) the name, address, telephone number, and e-mail address of the owner and any agent of the owner of the dwelling or rooming house.

(c) A registration fee shall be paid, as set forth in the current schedule of fees.

(d) Upon receipt of the application and fee, the city shall provide to the applicant a certification of registration, which shall provide proof that the property is deemed compliant until such time as it is inspected for purposes of obtaining a certificate of compliance.

(e) An owner or operator of rental property who fails to renew a registration timely is still obligated to register such property. During the ninety (90) day period of time following a missed registration deadline, for every thirty (30) days or any portion thereof that a registration is untimely made, a late fee is imposed in an amount as set by the schedule of fees. In addition, if an untimely registration is not made within ninety (90) days of the missed deadline, (i) the registration fee is increased to an amount as set forth by the schedule of fees and, (ii) if the rental dwelling unit is being rented, the owner or operator shall be issued a citation for non-compliance and shall also pay the fee for nonregistration in an amount as set by the schedule of fees.

(f) For newly constructed rental housing, the deadline for initial registration is thirty (30) calendar days after the certificate of occupancy has been issued. For rental housing that transfers ownership, the deadline for updated registration is thirty (30) calendar days after the final transfer or the recording of such, whichever is sooner. The deadline for any registration of a rooming house is fourteen (14) calendar days after the license (not registration) expires.

(g) No person shall rent to another or offer to rent to another any dwelling, dwelling unit, or rooming unit unless the owner or operator of the same has registered the rental property with the city.

(h) The building official shall keep a list of registered rental properties, a copy of which is to remain on file in the office of the building official.

134.09.030 - Program for rental inspection.

(a) Regular Rental Inspections. Regular rental inspections of each rental property shall be inspected in accordance with a program of regular rental inspections conducted not more frequently than yearly nor less than every three (3) years for each rental property.

(1) At the time of registration, the building official shall provide to the applicant a copy of the current criteria by which rental property shall be routinely inspected. These criteria may be presented in any format reasonably calculated to convey the information accurately and concisely. These criteria will be consistent with the provisions of this title. A copy of the criteria is to remain on file in the office of the building official.

(2) If the building official through investigation or by complaint discovers that an owner or operator of rental property has failed to meet the registration requirements of this title, the owner or operator of the rental property shall be (i) fined in accordance with the schedule of fees for each unregistered rental dwelling unit or rooming unit and (ii) such unregistered rental dwelling units(s) or rooming unites) owned or operated by the landlord or operator shall be inspected on an annual basis for a period not to exceed three (3) years.

(3) The building official shall establish a notification process (written or electronic) by which an owner or operator of rental property will be notified in advance of a regular rental inspection of the rental property. A copy of the notification process is to remain on file in the office of the building official.

(b) Other Rental Inspections. Rental property may be inspected on a more frequent basis to ensure compliance with this code based upon one (1) or more of the following criteria:

i) information is received indicating that there is a violation of the provisions of this code;

- ii) an observation is made by any city official of a possible violation of the standards or the provisions of this code;
- iii) information is received indicating that a rental property is unoccupied and unsecured or that a rental property is damaged by fire, water, or other causes detrimental to the structure;
- iv) a determination must be made whether there is a non-compliance with a notice or an order issued by a code official;
- v) a public health, safety, or welfare emergency is observed or is reasonably believed to exist;
- vi) a rental property is to be demolished by the city or the ownership is to be transferred to the city; or,
- vii) a rental property is declared a nuisance property pursuant to chapter 130.02 et seq of the municipal code.

(c) Spot Inspections. A spot inspection is an inspection conducted by the building official in one of two ways: either upon the observation by a city official of a rental property obviously and substantially out of compliance, or by lot. This inspection will be scheduled with the owner or operator of the rental property.

(d) Requested Inspections. Upon the request of the owner or operator of a rental property, the building official shall inspect the rental property to determine compliance with the Carter Lake Property Maintenance Code.

(e) Tenant-requested Inspection. Tenant-requested inspections must comply with the provisions of section 134.09.040. After proper documentation is provided, the building official shall perform an inspection to verify compliance with the Carter Lake Property Maintenance Code.

(f) Inspections. The building official shall establish a rating system with three classifications: In compliance; substantially in compliance; and, out of compliance.

- i. If after inspection a rental unit is deemed to be in compliance, a certificate of compliance shall be issued;
- ii. If after inspection a rental property is deemed to be substantially in compliance, a list of deficiencies shall be provided to the owner or operator with a stipulated time frame in which to make the repairs. The owner or operator shall notify the building official once the identified repairs have been completed; and,
- iii. If after inspection a rental property is deemed to be out of compliance, a list of deficiencies shall be provided to the owner or operator with a stipulated time frame in which to make the repairs. Upon completion of the repairs, the owner or operator shall schedule a no-charge re-inspection of the rental property to confirm compliance. If the building official finds at that time that the repairs have not been completed successfully, the owner or operator shall be required to pay the reinspection fee set out in the current schedule of fees for each successive reinspection

134.09.035 - Certificate of Compliance

- a. It is a violation of this code for an owner or operator to allow anyone to rent or occupy any rental property unless the owner or operator holds a valid rental registration and certificate of compliance for the rental property. Unless a rental property is re-inspected, a certificate of compliance is valid for a period of three (3) years from the initial regular rental inspection (as shown as the issue date on the certificate of compliance). A certificate of compliance shall be transferable from an owner or operator to another for the address for which it is applicable. A certificate of compliance in no way signifies or implies that the premises for which it is issued is in conformance or compliance

with all portions of applicable law. The city has no liability with regard to a certificate of compliance.

- b. Requirement for Issuance. The city shall issue a certificate of compliance for any rental property upon request by the owner or operator, provided that the rental property meets the following requirements:
 - 1. the rental property is registered with the building official;
 - 2. the building official determines all provisions of this title have been complied with by the owner or operator; and,
 - 3. all required fees have been paid in full;
- c. Withdrawal of Certificate of Compliance. The certificate of compliance, if withdrawn, shall be restored only upon a re-inspection showing compliance with this code and any additional fees in full.
- d. New Property. When a certificate of occupancy is issued for construction of a new dwelling containing one (1) or more units, the building official shall issue a certificate of compliance the registration is complete for all of the rental property's dwelling units or rooming units.
- e. Suspension of Certificate of Compliance. The building official shall suspend a certificate of compliance if the owner or operator has not complied with the requirements set forth in a notice of code violation. A certification of compliance may be suspended for a given dwelling unit or rooming unit without effect on the other dwelling units or rooming units for which the certificate of compliance was issued. The building official shall issue a notice of suspended certification of compliance to the owner or operator giving the reason for suspension and if suspended for a given unit the identity of the unit, as well as stating that (i) the certificate of compliance has been suspended as of the date of notice, (ii) any rental unit that is vacant at the time of suspension or that becomes vacant during the period of suspension shall not be rented or reoccupied a certificate of compliance is issued, (iii) failure to comply with the terms of suspension is a violation of this code, and (iv) suspension may be appealed to the City Council.

17.09.40 - Complaints.

- 1) Any person who would like to make a complaint concerning alleged non-compliance with the provisions of this title with regard to any rental property shall do so in the following manner: the complaint shall be signed and in writing upon a form (written or electronic) to be provided; and
- 2) the complaint shall state the address of the premises, the name of the owner or operator (if known), and the nature of the alleged violation with reasonable specificity.
- 3) If it is a tenant making a complaint concerning the rental property in which he or she resides, the tenant shall attach a dated copy of the notice in which he or she requested the owner or operator to correct the alleged violation, unless the complaint pertains to an emergency situation.

134.09.050 - Right of entry.

- a. The building official is authorized and directed to enforce all provisions of the city housing and building codes, and to perform his or her duties of safeguarding the public health, safety, and welfare.
- b. The building official is authorized to enter and make inspection to enforce any provision of this code, or whenever the building official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation that makes such building or premises unsafe, dangerous, or hazardous.

c. The building official may enter such building or premises at any reasonable time to inspect the same or to perform any duty imposed upon the building official by this code, provided that if such building or premises be occupied, he or she shall first present proper credentials and request entry; and if such building or premises be unoccupied, he or she shall first make a reasonable effort to locate the owner, operator, or other persons having charge or control of the building or premises and request entry.

d. The building official may make inspections of any rental property at any reasonable time based upon the need for code enforcement determined as required by state law.

e. If entry is refused for regular request or complaint inspections, the building official shall have recourse to every remedy provided by law to secure entry. No owner or occupant or any other persons having charge, care, or control of any building or premises shall fail or neglect to promptly permit entry by the building official.

f. In all cases, the Building Inspector shall endeavor to provide notice of the inspection by contacting the owner or operator 24 hours' notice by attempting to contact them at the location of record at the City provided by the owner/operator at the time of registration or any renewal.

134.09.060 - Access by owner or operator.

Every occupant of a rental property shall give the owner or operator access to any part of the rental property for the purpose of making such inspection, maintenance, repairs, or alterations as are necessary to comply with the provisions of this title; provided, that the occupant shall be given twenty-four (24) hours written notice prior to any inspection, except in case of emergency when immediate access shall be granted.

134.09.070 - Fees.

- a) For newly constructed rental housing, the administrative fee will commence thirty (30) calendar days after the certificate of occupancy has been issued.
- b) For rental housing that transfers ownership, the administrative fee will commence thirty (30) calendar days after the final transfer and/or its recording, whichever is sooner.
- c) The administrative fee for a rooming house will commence fourteen (14) calendar days after their license (not their registration) expires.

134.09.075 - Training Program.

The building official is authorized to conduct a voluntary training program for any owner or operator of rental property. The program may provide information to proactively assist owners and operators regarding their compliance obligations under this title. The program may be held at those times and locations and as often as the building official may deem appropriate.

134.09.080 - Unrecorded land contracts or purchase agreements.

For purposes of this title, any residential property that is the subject of an unrecorded land contract or purchase agreement shall be treated the same as rental property. The contract seller shall have the duties, responsibilities, and be subject to the same penalties, both criminal and civil, as the owner of rental property.

134.09.090 - Tenant's Duty to Report Damage to Property.

Within seventy-two (72) hours of causing, witnessing, or discovering any damage to the rental property being leased by the tenant, the tenant shall report this damage in writing (written or electronic) to the owner or operator of the rental property at the address of the owner or operator provided to the tenant in the lease. The tenant shall keep a copy of this report until the owner or operator has given the tenant a written or

electronic response that acknowledges receiving the damage report. Any failure by the tenant to timely attempt to notify the owner or operator about the damage shall be deemed a violation of this section and punishable in the same manner as other violations of this title.

For purposes of this section, "damage" shall not include normal wear and tear.

134.09.100 - Tenant's Duty to Report Disabled Smoke Detector.

Within seventy-two (72) hours of discovering a non-functioning smoke detector within the rental property being leased by the tenant, the tenant shall report in writing (written or electronic) this information to the owner or operator of the rental property. The tenant shall keep a copy of this report until the owner or operator has given the tenant a written or electronic response that acknowledges receiving the damage report. Any failure by the tenant to timely attempt to notify the owner or operator about a nonfunctioning smoke detector within the rental property shall be deemed a violation of this section and punishable in the same manner as other violations of this title. It shall also be a violation of this section for a tenant to intentionally disable a smoke detector within the rental property, which this violation is punishable in the same manner as other violations of this title.

134.09.110 - Tenant's Duty to Keep the Rental Property Free from Nuisance.

Unless otherwise set forth in a written lease agreement, it shall be the duty of the tenant to keep the property being leased free from nuisance. Any failure by the tenant to do so shall be deemed a violation of this section and punishable in the same manner as other violations of this title.

Chapter 134.10 - ENFORCEMENT

134.10.010 - Notice of violation.

Whenever the building official determines that there has been a violation, or that there are reasonable grounds to believe that there has been a violation of any of the provisions of this title, he or she shall give written notice of such violation or alleged violation to the owner, operator, or the occupant as the case may require.

134.10.020 - Contents of notice of violation.

The notice of violation shall include the following:

- (1) a description of the real estate sufficient for identification;
- (2) a statement of the reason or reasons why it is being issued;
- (3) a correction order allowing a reasonable period of time, as determined by the building official and set forth therein, for the performance of the repairs and improvements required to bring the structure into compliance with the provisions of this code;
- (4) in the case of the placarding of structures as unfit for human habitation, an order requiring the occupant to vacate the premises by a specific date and a statement advising the occupant and violator that the utilities may be disconnected at the date upon which the premises is to be vacated; and,
- (5) a statement advising the violator or occupant of his or her right to appeal to the building official within the time limits set forth in chapter 134.11.

134.10.030 - Extension of time to correct violations.

(a) The building official may grant an extension of time to complete work necessary to correct the violations set forth in the notice of violation if the building official makes all of the following determinations:

(1) that the violator has made a good-faith effort to complete the required work and that the failure completes the same in the time granted was not the fault of the violator;

(2) that the granting of an extension of time would not be detrimental to the public health, safety, welfare; and,

(3) that the violator has presented a reasonable and acceptable written schedule, setting forth specific dates to complete corrective action for each violation listed in the notice.

(b) The order granting an extension shall be in writing and shall be served in accordance with the provisions of section 134.10.040. The order shall also contain a statement advising the violator of his or her right to appeal to the building official within the time limits set forth in chapter 134.11

134.10.040 - Service of notice of violation.

A notice of violation shall be served upon the owner, operator, or the occupant, as the case may require; provided, that such notice shall be deemed to be properly served upon such owner, operator, or occupant if a copy thereof is delivered to him or her personally, or if to an entity is delivered to a corporate representative; or, if not found, (a) by leaving a copy thereof at the address provided to the City by the owner or operator or any address provided to the Pottawattamie County Treasurer for taxation notification purposes by sending a copy thereof by registered or certified mail with return-receipt requested to his, her, or its address or last-known address, or (c) if the registered letter with a copy is returned with a receipt showing it has not been delivered, by (i) posting a copy thereof in a conspicuous place in or about the dwelling or (ii) publishing a copy once each week for three (3) consecutive weeks in a newspaper of general circulation within Pottawattamie County, Iowa.

134.10.050 - Placarding of dwellings, dwelling units, rooming houses and rooming units as unfit for human habitation.

(a) Whenever the building official determines that a dwelling, dwelling unit, rooming house, or rooming unit is unfit for human habitation, he or she shall placard the same as unfit for human habitation and shall notify the owner and occupant of his or her findings as provided in sections 134.10.020 and 134.10.040

(b) Any dwelling, dwelling unit, rooming house, or rooming unit that the building official finds to have any of the following defects shall be deemed to be unfit for human habitation:

(c) Any dwelling, dwelling unit, rooming house, or rooming unit may be placarded as unfit for human habitation by the building official if the owner or occupant fails to comply with any order based on the provisions of this title or any rules or regulations adopted pursuant thereto; provided, that such dwelling, dwelling unit, rooming house, or rooming unit is, in the opinion of the building official, unfit for human habitation by reason of such failure to comply because the building can be described as:

- 1) one that is so damaged, decayed, dilapidated, unsanitary, difficult to heat, unsafe, or vermin infested that it creates a hazard to the public health, safety, or welfare;
- 2) one that lacks illumination, ventilation, or sanitary conditions adequate to protect the public health, safety, or welfare; or,
- 3) one that, because of its general condition or location, is unsanitary or otherwise dangerous to the public health, safety, or welfare.

134.10.060 - Notice to owner of intent to institute condemnation proceedings.

(a) When a dwelling, dwelling unit, rooming house, or rooming unit has been placarded as unfit for human habitation and the owner or agent thereof has failed to comply with the notice and order of the building

official pertaining thereto, or has not initiated the appeal process, or has filed an appeal and has been denied relief or modification of the requirements of this title, the building official, at the expiration of the allotted time for compliance and appeal, may serve notice of intent to condemn.

(b) The notice shall include the following:

(1) a description of the real estate sufficient for identification;

(2) a statement of the reason or reasons why it is being issued and the description of the repairs and improvements required to bring the placarded dwelling, dwelling unit, rooming house, or rooming unit into compliance with the provisions of this title and any rules or regulations adopted pursuant thereto; and,

(3) a statement of the owner's right to appeal to the building official.

134.10.070 - Service of notice of intent to condemn.

The notice of intent to condemn shall be served upon the owner or agent, pursuant to the provisions of section 134.10.040.

134.10.080 - Condemnation of dwellings and rooming houses as unfit for human habitation.

When the notice of intent to condemn required by section 134.10.070 has been served as provided, the building official shall, after the expiration of the allotted time for hearing and appeal from the hearing, cause to be submitted to the city council his or her report in writing giving a complete description of the structure and of the lot or parcel of land on which the same is situated, together with his or her recommendation respecting the repair, removal, or destruction thereof and the probable costs thereof for condemnation proceedings under the building code.

134.10.090 - Vacation of placarded dwellings, dwelling units, rooming houses, and rooming units.

Any dwelling, dwelling unit, rooming house, or rooming unit that has been placarded as unfit for human habitation by the building official shall be vacated within a reasonable length of time as determined and conveyed to those affected by the building official. No owner or operator shall rent to any person for human habitation and no person shall occupy any dwelling, dwelling unit, rooming house, or rooming unit that has been placarded by the building official after the date on which the building official has required the dwelling, dwelling unit, rooming house, or rooming unit to be vacated.

134.10.100 - Placard not to be removed until defects are eliminated.

No dwelling, dwelling unit, rooming house, or rooming unit that has been placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from, and such placard is removed by, the building official. The building official shall remove such placard whenever the defect or defects upon which the placarding action was based has or have been eliminated or when the dwelling, dwelling unit, rooming house, or rooming unit has been condemned and demolition or removal is undertaken.

134.10.110 - Placard not to be defaced.

No person shall deface or remove the placard from any dwelling, dwelling unit, rooming house, or rooming unit that has been placarded by the building official as unfit for human habitation, except as provided in section 134.10.100.

134.10.120 - Rents uncollectable.

Whenever any structure has been placarded as unfit for human habitation and the owner or operator has received notice pursuant to the provisions of this chapter, no rent shall be recoverable by the owner or operator for any leasehold interest in the property referred to in such notice until all cited violations have been corrected and the corrections have been approved by the building official. The collection of rents

during this period, unless an exception exists as outlined below, shall be a violation of the section punishable by the provisions set forth in 1.14 of the City Code.

Exception: If it can be established to the satisfaction of the building official that the violations of the housing code that made the dwelling unit uninhabitable were brought about by the actions or inactions of the tenant, or the tenant's invitee(s), the prohibition against the collection of rent is not applicable.

134.10.130 - Person to give notice prior to transfer of interest.

(a) Any person receiving a notice or order pursuant to the provisions of this title shall, prior to any transfer of interest in the property referred to in such notice or order:

(1) provide a copy of such notice or order to any subsequent purchaser, mortgagee, lessee, assignee, or successor in interest; and

(2) notify the building official of the name of the successor in interest and the date of transfer within forty-eight (48) hours of such transfer.

(b) All notices and orders issued by the building official pursuant to the provisions of this title shall apply equal force to any subsequent purchasers, mortgagees, lessees, assignees, or successors in interest.

(c) Subsequent purchasers, mortgagors, lessees, assignees, or successors in interest of any person receiving a notice or order pursuant to the provisions of this title shall comply with the original notice or order within the time set forth in the original notice or order unless new arrangements have been made by them with the building official pursuant to the provisions of section 134.10.030.

134.10.140 - Service by public utilities.

(a) It is unlawful and a misdemeanor for any public utility, corporation, or company to furnish gas, water, or electrical service to any dwelling, dwelling unit, rooming house, or rooming unit that has been placarded by the building official as unsafe for human habitation, except as provided herein.

(b) The building official shall notify the public utility company or corporation, in writing or by electronic approved by the city attorney, of his or her actions in placarding the dwelling, dwelling unit, rooming house, or rooming unit and shall specify the date at which time the utility service shall be discontinued. The utility service shall not be restored to a placarded dwelling, dwelling unit, rooming house, or rooming unit until notice, in writing, is received from the building official authorizing the restoration of such service by the utility company or corporation; provided, that the building official may authorize restoration of service to be used in connection with renovation, repair, or remodeling of the dwelling, dwelling unit, rooming house, or rooming unit to comply with the provisions of this title.

134.10.150 - Criminal penalties.

Any person who violates any provision of this title is guilty of a misdemeanor and, upon conviction thereof, shall be fined or may be imprisoned as provided in Chapter 1.14 entitled "Municipal Infraction Citation Process."

134.10.160 - Emergency orders.

(a) Whenever, in the judgment of the building official, an emergency exists that requires immediate action to protect the public health, safety, or welfare, an order may be issued without a hearing or appeal, directing the appropriate person to take such action as is appropriate to correct or abate the emergency. If circumstances warrant, the building official may act to correct or abate the emergency.

(b) Any party affected by an emergency order shall be afforded a right to appeal upon proper request and as soon as practical, but such appeal will in no case stay the abatement or correction of such emergency in the interim.

Chapter 134.11- APPEALS

134.11.010 - Exclusive appeal remedy.

The exclusive appeal remedy for any party aggrieved by any action of the building official pursuant to this title is by appeal to the City Council, pursuant to section 131.06

Chapter 134.12 - MISCELLANEOUS PROVISIONS

134.12.005 - Application of Chapter 13.21.

All properties regulated by this title shall be in compliance with the standards established in Chapter 130 et seq of the municipal code.

134.12.010 - Title does not impair authority otherwise to act.

Nothing in this title shall be construed or interpreted to, in any way, impair or limit any other enforcement authority otherwise provided under the municipal code.

134.12.020 - Chapter does not abrogate provisions of other codes and ordinances.

The provisions of this title shall not abrogate the responsibility of any person to comply with any other title of the municipal code or any provision of the plumbing, electrical, building, fire prevention, and zoning codes.

134.12.030 - Conflict of ordinances-Effect of partial invalidity.

In any case in which a provision of this title is found to be in conflict with a provision of any zoning, building, fire safety, or health ordinance or code existing on the effective date of the ordinance codified in this title, the provision that establishes the higher standard for the promotion and protection of the public health, safety, and welfare shall prevail. In any case in which a provision of this title is found to be in conflict with a provision of any other ordinance or code existing on the effective date of the ordinance codified in this title that establishes a lower standard for the promotion and protection of the public health, safety, and welfare, the provision of this title shall be deemed to prevail, and such other ordinances or codes are declared to be repealed to the extent that they may be found in conflict with this title.

134.12.040 - Adoption of rules and regulations by the building official.

The building official is authorized and empowered to make and adopt written rules and regulations necessary for the proper enforcement of the provisions of this title.

Chapter 134.14 - TERMINATION OF RESIDENTIAL LEASE AGREEMENT FOR CREATING A CLEAR AND PRESENT DANGER TO OTHERS

134.14.010 - Owner's rights.

Notwithstanding Iowa Code sections 562A.27 or 648.3, if a tenant has created or maintained a threat constituting a clear and present danger to the health or safety of other tenants, the owner, or other persons on or within one thousand (1,000) feet of the owner's property, the owner, after a single three (3) day written notice of termination and notice to quit, may file suit against the tenant for recovery of possession of the premises pursuant to Iowa Code Chapter 648, except as otherwise provided in section 134.14.030.

The petition shall state the incident or incidents giving rise to the notice of termination and notice to quit. The tenant shall be given the opportunity to contest the termination in the court proceedings by notice thereof at least three (3) days prior to the hearing.

134.14.020 - Clear and present danger defined.

A clear and present danger to the health or safety of other tenants, the owner, or other persons on or within one thousand (1,000) feet of the owner's property, for the purpose of this chapter, includes, but is not limited

to, any of the following activities of the tenant or of an) person on the premises with the consent of the tenant:

- (a) physical assault or the threat of physical assault;
- (b) illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm; and,
- (c) possession of a controlled substance, unless the controlled substance was obtained directly from or pursuant to a valid prescription or order by a licensed medical practitioner while acting in the course of the practitioner's professional practice. This subsection applies to any other person on the premises with the consent of the tenant.

134.14.030 - Danger mitigated by tenant.

This chapter shall not apply to a tenant if the activities causing the clear and present danger, as defined in section 134.14.020, are conducted by a person on the premises other than the tenant and the tenant takes at least one of the following measures against the person conducting the activities

- a) the tenant seeks a protective order, restraining order, order to vacate the homestead, or other similar relief pursuant to Iowa Code Chapters 236,598, or 915, or any other applicable provision that would apply to the person conducting the activities causing the clear and present danger;
- b) the tenant reports the activities causing the clear and present danger to a law enforcement agency the county attorney in an effort to initiate a criminal action against the person conducting the activities; and,
- c) the tenant writes a letter to the person conducting the activities causing the clear and present danger, telling the person not to return to the premises and that a return to the premises may result in a trespass or other action against the person, and the tenant sends a copy of the letter to a law enforcement agency whose jurisdiction includes the premises. If the tenant has previously written a letter to the person as provided in this subsection, without taking an action specified in subsection (a) or (b) of this section, or filing a trespass or other action, and the person to whom the letter was sent conducts further activities causing a clear and present danger, the tenant must take one of the actions specified in subsection (a) or (b) to be exempt from the proceedings held pursuant to section 134.14.010.

However, in order to fall within the exemptions provided within this section, the tenant must provide written proof to the owner, prior to the commencement of a suit against the tenant, that the tenant has taken one of the measures specified in subsections (a) through (c) of this section.

134.14.040 - Liability of owner or non-occupying property owner, owner defined.

(a) Any non-occupying property owner or operator with actual knowledge of a nuisance on his or her or its or their real property or after being served with written notice of a nuisance condition on his or her or its or their real property shall abate such nuisance within ten (10) calendar days after having actual notice or receiving written notice. Written notice shall be personally served on the non-occupying property owner or operator, or shall be mailed by certified mail, return-receipt requested. If the certified mail notice is returned, then notice may be posted on the subject real property. If any other section of this code specifically provides for a different method of notice or a different time frame for notice, then the provisions of the other section may be followed instead of the provisions of this section. If the non-occupying owner or operator fails to abate the nuisance condition as required, such non-occupying owner or operator shall be guilty of violating Chapter 130.04 of this code. If a city official designated in Chapter 130 of this code or a court of competent jurisdiction deems the nuisance to be an emergency, then the emergency provisions of this chapter shall apply to the non-occupying owner or operator. It shall be an affirmative defense for a non-occupying owner

or operator to show that he or she or it or they are either (1) evicting and permanently removing the tenant from all premises owned or managed by such owner or operator or (2) acting diligently in terminating the nuisance. If specific sections of this code provide for liability to owners or operators with less notice, then the specific sections will apply.

(b) For the purpose of this section, the term "owner" shall include property manager, resident manager, rental agent, or any person responsible for showing the property to potential tenants, renting to tenants, collecting rent or lease payments, evicting tenants, or maintaining the property. If the non-occupying owner or operator is an entity other than a human being, then the term "owner" shall also include the officers, partners, executives, owners, or other human beings responsible for managing the entity.

SEVERABILITY CLAUSE.

If any of the provisions of this ordinance are for any reason declared illegal or void, then the lawful provisions of this ordinance that are severable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its final passage and publication as by law provided.

PASSED AND APPROVED _____

MAYOR

CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE TO AMEND TITLE 48 CARTER LAKE PUBLIC HEALTH AND SAFETY OF THE 2013 MUNICIPAL CODE OF CARTER LAKE, IOWA, BY AMENDING “SECTION 48.04 (1).”

**BE IT ORDAINED
BY THE CITY COUNCIL
OF THE
CITY OF CARTER LAKE, IOWA**

SECTION 1. That Title 48 “CARTER LAKE Fire Code of the 2013 Municipal Code of CARTER LAKE, Iowa, be and the same is hereby enacted by amending “Section 48.04 (1) to read as follows:

48.04(1) amended.

Fireworks: The use of fireworks within the City limits are prohibited.

Exceptions: The discharging of consumer fireworks (as defined in the newly adopted Section 110.19 of the Code of Iowa) that are permitted to be sold within the state of Iowa shall be permitted from June 28 to July 4 of each year the permitted hours shall start at 12:00 p.m. and end at 11:00 p.m., then again from December 31 starting at 12:00 p.m. to 12:30 a.m. on January 1 of the following year.

Restriction as to age. Consumer fireworks that are identified as being class one or class two may only be discharged by individuals that are 18 years of age and older. Fireworks that are classified as novelties (APAS 87-1) may be discharged by individuals 5 years of age and older but only when supervised by an adult.

Restrictions as to locations. An individual shall not use consumer fireworks on real property other than that individual’s real property or on real property of a person who has consented to the use of consumer fireworks on that property.

No fireworks shall be permitted to be discharged in areas zoned C-3/Commercial District or C-4/Commercial District at any time.

No individual shall discharge any consumer fireworks within 75 feet of another person or within 75 feet of a structure.

Restrictions due to drought conditions. No person shall discharge consumer fireworks at any time when Pottawattamie County has issued a burn ban.

Penalty: Any discharging of the above referenced consumer fireworks outside of the excepted dates, hours or locations or under conditions restricted above shall be deemed a simple misdemeanor and shall be punishable by a fine of not less than \$250.00.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason declared illegal or void, then the lawful provisions of this ordinance which are severable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its final passage and publication, as by law provided.

PASSED and APPROVED:

_____, 2018.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 55 NUISANCE ABATEMENT PROCEDURE OF THE 2013 MUNICIPAL CODE OF CARTER LAKE, IOWA, BY AMENDING SECTION 55.02 “NUISANCES ENUMERATED” by adding a new subsection 30 and designating the current subsection 30 to be now identified as subsection 31.”

**BE IT ORDAINED
BY THE CITY COUNCIL
OF THE
CITY OF CARTER LAKE, IOWA**

SECTION 1. That Chapter 55.02 NUISANCES ENUMERATED of the 2013 Municipal Code of CARTER LAKE, Iowa, be and the same is hereby enacted by amending the definitions to included a new number 30 to read as follows:

- (30) Explosives, Firearms and Similar Devices. The use or firing of explosives, firearms, fireworks or similar devices which create impulsive sound so as to cause a noise disturbance across a real property boundary or on a public space or right-of-way, without first obtaining a special variance issued permit, shall be deemed a public nuisance and are prohibited. Penalty: Any discharging of the above referenced consumer fireworks outside of the excepted dates, hours or locations or under conditions restricted above shall be deemed a simple misdemeanor and shall be punishable by a fine of not less than \$250.00

And re-numbering

- (31) All other nuisances as specifically defined by the *Code of Iowa* or in any other section of this Code of ordinances.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its final passage and publication, as by law provided.

PASSED AND APPROVED
_____ 2018.