

AGENDA
CITY OF CARTER LAKE
REGULAR CITY COUNCIL MEETING
CITY HALL – 950 LOCUST ST.
MONDAY, AUGUST 20, 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 Shoreline Golf Course (8/28)
 - B. Approve Liquor License for VFW Post 9661 (8/29)
 - C. State Electrical Inspections
 - D. Set Public Hearing to hear comments to vacate city right of way along 17th Street
 - E. Set Public Hearing to hear comments regarding height restrictions for buildings
 - F. Communications from the Public
 - 1. Dianna Hite – Fire Department - Project Pink'd
 - 2. Richard and Carolyn Sapienza – street closure request
 - 3. Michelle Salerno – permission to host 5K event and close streets
 - G. Communications from
 - 1. Department Supervisors
 - 2. Mayor Ron Cumberledge
 - a. MCImetro/Verizon Fiber Agreement
 - b. Waive mowing fees for donated property at 13th and Hyatt
 - c. Proclamation for Elizabeth (Betty) Simmons Day on September 8th
 - d. Banking Proposal
 - 3. Pat Paterson
 - a. Omaha Tribe Land
 - b. Carter Lake Park Hours
 - c. JAS / Darin Whatcott Building Inspections
 - i. Emails
 - 4. Ray Pauly – Update from Planning Board
 - 5. City Clerk - Jackie Stender
 - a. Proposal to purchase copy machines for Police Department and City Hall
 - b. Proposal to add Credit & Debit card payments to website and City Hall
- VI. Resolutions and Ordinances
 - A. Resolution Designating Depository

- B. Resolution approving Investment Policy
- VII. Comments
 - A. Mayor, City Council and Public (3 minutes)
- VIII. Executive Session
- IX. Adjourn

CONSENT AGENDA

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

City of Carter Lake
Regular City Council Meeting
Monday, July 16, 2018

The Pledge of Allegiance

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

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

Mayor opened the public hearing to receive comments concerning the request to vacate Avenue J. No written comments have been received by Clerk or Council. Mayor asked would adjacent property still have access if the city vacates the road way? Attorney O'Bradovich stated that Iowa Code states that all adjacent property owners own one half of the street and no other property owner may limit access to others. No one can impair access along the vacated street. Is an easement added to protect owners? The Code says once the council gives up the road it is no longer the City say, we can establish an easement that goes with the property forever. Attorney will try to locate an answer for the Mayor. Gunderson moved to close the hearing, seconded by Corcoran. Ayes: Unanimous.

New Business: Paterson moved to approve agenda, seconded by Gunderson; Ayes: Unanimous. Gunderson moved to approve the consent agenda, seconded by Paterson; Ayes: Unanimous. Corcoran moved to approve Salvage Yard Permit for City Super Shop, seconded by Paterson. Ayes: Unanimous. Gunderson moved to approve the appointment of Matt Waldron to the Fire Department, seconded by Paterson, Ayes: Unanimous.

Department Supervisors: Police Chief hired new officer who will be attending the academy, reminded everyone about the National Night Out event for August 7th from 6-9 p.m at Mabrey Park. Joint event with Police, Fire and Parks – lots of fun stuff for families.

Mayor Cumberledge requested council support for approving the amendment to the agreement with the Ponca Indian Tribe concerning the Casino. Gunderson moved to approve, seconded by Corcoran. Ayes: Unanimous. Gunderson moved to approve Bonnie Freeman to the Library Board, seconded by Paterson, Ayes: Unanimous. Gunderson moved to approve the proposed agreement with the Iowa DNR for the materials to stabilize the shoreline, seconded by Paterson, Ayes: Unanimous. Corcoran moved to approve the request for a temporary lot at PVS during this current project, seconded by Paterson, Ayes: Unanimous. Verizon/MCI is requesting an agreement for the Fiber Optic project, council requested to table the issue at this time. Mayor Cumberledge moved to sign a Proclamation in support of the National Night Out event on August 7, 2018 at Mabrey Park.

Paterson expressed his disgust at the construction equipment that is being stored on the vacant lot off Abbott Drive. Wants to see it moved. Company leased property from the bank and can move equipment on to the Nebraska side of the lot but it will still be an eye sore for the next year

or so. Paterson thanked the Clerk and Park Director for getting the new signs up at Mabrey Park. Paterson would like to know the status of the Omaha Tribe Land and getting it cleaned up. Mayor has had very little success in getting anyone to respond to his phone calls and emails. Mike will prepare a letter to address the problems. Paterson would like to schedule a workshop to keep the rental inspection program plans moving forward. Paterson moved to hire a third party inspector to handle the inspections for the first year, seconded by Wahl, Ayes: Unanimous. Paterson questioned why does the parks department have \$3,000 in overtime this past month? Mayor said it is for field prep before games. Paterson wants to see it managed better. Gundersen mentioned that some employees are not taking lunch and still getting overtime. Some OT is for call out maintenance issues. Mayor will follow up with the departments supervisors

Ray Pauly was present to update the Council on the Planning Board's last meeting. Board reviewed the Casino plans for mechanical, electrical and fire protection and approved. We agreed to the plans based on the development agreement that will be signed by the Council on the project. Board had a request from some residents who live at the east end of Avenue Q, looking for support from the Planning Board to encourage the Council to allow develop their land for housing.

Paterson moved to approve 2017-18 fund transfers to close out the year, seconded by Gundersen. Ayes: Unanimous.

Gundersen moved to set public hearing for ordinance amendment for the height restrictions in all zoning districts, seconded by Paterson. Ayes: Unanimous.

Clerk Stender provided information to implement the state electrical inspector, council would like to move forward with State Electrical inspection services by resolution. Paterson wants to make it official at the next meeting

Gundersen moved to go into executive session to discuss Union contract issues pursuant to Iowa Code section 21.5(1)(c) at 8 p.m., seconded by Paterson. Ayes: Unanimous.

At 8: 50 p.m. the council reconvened in regular session.

Gundersen moved to approve 2018-19 wages seconded by Corcoran. Ayes: Unanimous.

Gunderson motion to adjourn at 8:55 p.m. seconded by Wahl. Ayes: Unanimous.

Jackie Stender
City Clerk

Ron Cumberledge
Mayor

City of Carter Lake
950 Locust Street
Carter Lake, IA 51510
Proceedings: Planning Board Meeting
Monday, August 13, 2018

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

Public hearing to vacate a portion of 17th Street to the adjacent property owners. Podraza motioned to close hearing, seconded by Pauly. Ayes: Unanimous.

Podraza moved to approve of the agenda, seconded by Pauly. Ayes: Unanimous. Pauly moved to approve consent agenda which included Planning Board minutes from 7/09/18, review of city council minutes for July, seconded by Bradburn. Ayes: Unanimous.

New Business:

W. H. Ferer Company request to resurface the sign located at 2910 N 9th Street. Pauly moved to deny as the code does not allow for pole signs or resurfacing of signs, seconded by Bradburn. Ayes: Unanimous.

The Ponca Tribe request to establish addresses for the Smoke Shack and the Casino. 1001 Ave H for Smoke Shack and 1031 Avenue H for Casino. After reviewing the maps with surrounding addresses Pauly moved to recommend to the Building Inspector that 901 Ave H for Smoke Shack and 1031 Ave H, seconded by Palandri. Ayes: Unanimous. The final decision was given to the inspector.

Review of sidewalk requirements in Commercial Districts was tabled until more information can be collected.

17th Street request to vacate a portion of 17th Palandri motioned to recommend that the street be re-classified to an arterial street with an 80 foot right of way and the council can elect to decide whether to vacate 10 feet on the east side or 20 feet on the east side at their discretion and then to account for the cost of survey and real estate documents to protect the utility easement and pass cost to land owners, seconded by Podraza. Roll Call: Yes: Palandri and Podraza No: Pauly, Bradburn and Dueling. Motion failed. Pauly motioned to recommend 60 feet right of way, seconded by Bradburn. Roll Call: Yes-Bradburn, Pauly, Podraza, and Dueling. No: Palandri.

Board discussed the sign ordinance and requirements. Palandri pointed out that the board has rendered a couple opinions on previous signs and we believe the ordinance is right and the council is the place to go to get an acceptance granted on a case by case bases, and he does not see other cities promoting pole signs. The current signs on Abbott Drive are actually pretty tasteful so we do have a place where they have been done right and I think that should be back in the hands of the council to make that decision. Palandri does not know what we have in a way to research it further. Dueling commented that it appears to be matter of opinion, her opinion is that if there is an existing pole sign they should be allowed to repurpose as opposed to knocking it down. Palandri pointed out if that is the case then we

should probably allow pole signs and not grant as exceptions. If that is what the board wants to allow, then put it back in the Land Development Ordinances and make it easy on the council. Bradburn stated that he does not believe putting it back in the ordinances is a good idea. Using Jonesy's as an example, there is nothing wrong with the sign, now if there was a structural deficiency that they have to physically go into maintain the sign to get it back to use then it should obviously be replaced with monument. But if it is in good working order and all that needs to be done is resurfacing the face. These new businesses don't have a lot of money getting started, they just trying to get going and making Carter Lake home. Bradburn struggles with getting into a match with a small business owner who could just as easily move to Council Bluffs, we do need to hold them accountable for the maintenance of sign. Podraza states that pole signs are obsolete and anyone going into business should want to be top notch and look good. The current ordinance says they are not allow so they should not be allowed, we should talk about it at the next meeting and get it done. If the council wants the ordinance changed then the council should tell us to change it and we will do it. Kathy asked inspector, could we have an inspection before we allow them to repurpose an existing sign to make sure it structurally sound? Bradburn, motioned to leave the ordinance as it is requiring monument signs and if the City Council wants to grant exceptions on case by case bases that is their choice, seconded by Palandri. Ayes: Unanimous.

Board agreed to hold a special meeting for August 27 for 7 p.m. for reviewing plans for the Ponca Smoke Shack building and pay the required fee.

With no further comments, meeting adjourned at 8:00 p.m.

Kathy Dueling, Chairman

Jackie Stender, City Clerk

OVERTIME AND COMPTIME REPORT
July 13, 2018

<u>MAINTENANCE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
PHILIP BUCHANAN			
06/29/18	Correct overpayment from last Payroll		(42.77)
07/03/18	Ave H Pump	1 1/4	25.64
07/06/18	Ave H Pump	1/2	10.26
07/11/18	Ave H Pump	5 1/2	112.81
07/12/18	Ave H Pump	4	82.04
		<u>11 1/4</u>	<u>\$ 187.97</u>
STANLEY OLSEN			
07/11/18	Ave H Pump	5 3/4	172.62
07/12/18	Ave H Pump	2	60.04
		<u>7 3/4</u>	<u>\$ 232.66</u>
	Will correct next payroll	System paid	\$ 375.14
RANDY SMITH			
06/29/18	Correct overpayment from last Payroll		(2.65)
07/09/18	French drain 17th & N	1/2	11.73
07/13/18	Clean storm drain	1/4	5.87
		<u>3/4</u>	<u>\$ 14.95</u>
	Will correct next payroll	System paid	\$ 23.74
	TOTAL MAINT OVERTIME:	19 3/4	\$ 435.57
			\$ 586.85
<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
GARY CHAMBERS			
07/04/18	Worked Holiday	10	\$ 428.10
JOSH DRISCOLL			
06/29/18	Correct overpayment from last Payroll		\$ (216.10)
MAXWELL EDMONDS			
06/29/18	Correct overpayment from last Payroll		(119.72)
07/01/18	Drive to academy	2	62.25
07/06/18	Drive home from academy	2	62.25
07/08/18	Drive to academy	2	62.25
07/13/18	Drive home from academy	2	62.25
		<u>8</u>	<u>\$ 129.28</u>
BROCK GENTILE			
07/04/18	Worked holiday	10	\$ 372.30
MATT OWENS			
07/03/18	Cover shift	2	75.76
07/04/18	Worked Holiday	10	372.30
6/2 to 6/29	1/2 hr x 5 days / Dog Maintenance	3	111.69
		<u>15</u>	<u>559.75</u>
MATTHEW SEWING			
06/30/18		1	34.63
07/04/18	Worked Holiday	10	346.30
07/11/18		1/2	17.32
		<u>11 1/2</u>	<u>\$ 398.25</u>
ADAM SWINARSKI			
06/29/18	Correct overpayment from last Payroll		(216.10)
07/04/18	Worked Holiday	7 1/2	259.09
06/28/18	STEP	10	345.45
		<u>17 1/2</u>	<u>\$ 388.44</u>
	TOTAL POLICE OVERTIME:	60 1/2	\$ 2,060.01

OVERTIME AND COMPTIME REPORT

July 13, 2018

<u>PARKS DEPT OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
RONNIE FISHER			
06/30/18	Field prep	2	\$ 40.02
MARK MURRAY			
06/30/18	Field prep	2	\$ 57.66
RICHARD ADAMS			
06/29/18	Correct overpayment from last Payroll		\$ (33.84)
07/01/18	Call out	2	28.50
07/08/18	Call out	2	28.50
		<u>4</u>	<u>\$ 23.16</u>
TOTAL PARKS OVERTIME:		8	\$ 120.84
			\$ 151.77
TOTAL ALL OVERTIME:		88 1/4	\$ 2,768.19

<u>COMPTIME EARNED:</u>	<u>HOURS</u>	
RYAN GONSIOR		
07/04/18	Holiday pay	8
06/12/18	Cover shift	2 = 3
		<u>11</u>
TOTAL COMPTIME EARNED:	11 HRS	

<u>COMPTIME USED:</u>	<u>HOURS</u>	
JOSH DRISCOLL		
07/04/18		2
ADAM SWINARSKI		
07/04/18		2 1/2
TOTAL COMPTIME USED:	4 1/2 HRS	

<u>COMPTIME BALANCES:</u>	<u>HOURS</u>
GARY CHAMBERS	3 1/2
JOSH DRISCOLL	14 1/2
MAX EDMONDS	21
BROCK GENTILE	0
RYAN GONSIOR	16 1/2
MATT OWENS	20 3/4
ADAM SWINARSKI	9 1/2
TOTAL COMP BALANCES:	85 3/4

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

OVERTIME AND COMPTIME REPORT

July 27, 2018

<u>MAINTENANCE OVERTIME</u>	<u>HOURS</u>	<u>AMOUNTS</u>
PHILIP BUCHANAN		
07/16/18 City Hall A/C	4 1/2	92.30
07/20/18 Call out / Library A/C	2	41.02
	6 1/2	\$ 133.32
STANLEY OLSEN		
07/13/18 Correct overpayment from last Payroll		(125.24)
07/14/18 Ave H Pump	2	64.50
07/16/18 City Hall A/C	3 1/2	112.88
07/19/18 Power outage / No lunch	1/2	16.13
07/21/18 Ave H Sewers	2	64.50
07/22/18 Unlock/Lock Mabrey Restrooms / Sewers on 9th / Ave H pump	4 1/2	145.13
	12 1/2	\$ 277.89
RANDY SMITH		
07/13/18 Correct overpayment from last Payroll		(8.80)
07/14/18 Ave H Pumpstation	3 1/4	76.25
07/24/18	1/2	11.73
	3 3/4	\$ 79.18
TOTAL MAINT OVERTIME:	22 3/4	\$ 490.38
<u>POLICE OVERTIME</u>	<u>HOURS</u>	<u>AMOUNTS</u>
GARY CHAMBERS		
07/22/18 Cover shift	4	\$ 171.24
JOSH DRISCOLL		
07/21/18 Cover shift	7 3/4	\$ 348.29
MAXWELL EDMONDS		
07/15/18 Drive to academy	2	62.25
07/20/18 Drive home from academy	2	62.25
07/22/18 Drive to academy	2	62.25
07/27/18 Drive home from academy	2	62.25
	8	\$ 249.00
MATT OWENS		
7/14 to 7/27 1/2 hr x 5 days / Dog Maintenance	3	111.69
	3	111.69
ADAM SWINARSKI		
07/14/18 Late medical call	1/4	8.83
07/15/18 Assist #904 with citations & reports	2	70.66
07/24/18	1/4	8.83
	2 1/2	\$ 88.33
TOTAL POLICE OVERTIME:	25 1/4	\$ 968.54
<u>PARKS DEPT OVERTIME</u>	<u>HOURS</u>	<u>AMOUNTS</u>
RONNIE FISHER		
07/14/18 Field prep	4	96.00
07/15/18 Field prep	2 1/2	60.00
	6 1/2	\$ 156.00
MARK MURRAY		
07/14/18 Field prep	4	126.00
07/15/18 Field prep	2 1/2	78.75
07/16/18	1/4	7.88
07/17/18	2	63.00
	8 3/4	\$ 275.63
RICHARD ADAMS		
07/14/18 Call out	4	57.00
07/15/18 Call out	2 1/2	35.63
	6 1/2	\$ 92.63

OVERTIME AND COMPTIME REPORT

July 27, 2018

PARKS DEPT OVERTIME CONTINUED

WILLIAM CALABRETTO

07/14/18 Concession stand 2 3/4 \$ 35.06

TOTAL PARKS OVERTIME: 24 1/2 \$ 559.31

ADMIN OVERTIME:

LISA RUEHLE

07/23/18 Work comp audit / No lunch 3/4 32.02

07/24/18 1/2 21.35

TOTAL ADMIN OVERTIME: 1 1/4 \$ 53.36

TOTAL ALL OVERTIME: 73 3/4 \$ 2,071.59

COMPTIME EARNED:

HOURS

BROCK GENTILE

07/26/18 Cover shift 2 = 3

RYAN GONSIOR

07/23/18 Training 3

07/26/18 Cover shift 2

5 = 7 1/2

MATTHEW SEWING

07/19/18 1 1/2

07/27/18 1 1/4

2 3/4 = 4 1/4

TOTAL COMPTIME EARNED: 14.75 HRS

COMPTIME USED:

HOURS

GARY CHAMBERS

07/18/18 2

RYAN GONSIOR

07/18/18 2

TOTAL COMPTIME USED: 4 HRS

COMPTIME BALANCES:

HOURS

GARY CHAMBERS 1 1/2

JOSH DRISCOLL 12 1/2

MAX EDMONDS 21

BROCK GENTILE 3

RYAN GONSIOR 22

MATT OWENS 20 3/4

MATTHEW SEWING 4 1/4

ADAM SWINARSKI 9 1/2

TOTAL COMP BALANCES: 94 1/2

ADMIN BALANCES:

HOURS

SHAWN KANNEDY 80

TOTAL ADMIN BALANCES: 80

SAFETY ACTION PLAN

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

Carter Lake 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: July 2018

Financial Performance: Savings, Expenditures:

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**

7-3	Meetings:	6:30-Done	Officers: 8 members, Mass: 24 members, Smoke Eaters, 17 members
7-7	Fire training:	9-noon	Driving, radio, pumping, handlines 10 members
7-10	Fire training:	7-10pm	Driving/radio, pumping, hose 8 members
7-17	EMS Meeting/training:	7-10pm	cardiac arrest, auto pulse 15 members
7-31	Special Meeting since National night out is on 8-7-18	7-9pm	16 members

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

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

Total Calls for the month: 2017 – 484 Total Calls 2016 - 384 Total Calls 2015 - total calls, 367 2014 - Total calls, 372

EMS (ambulance) calls: 32 2018 Half way total is 263 calls
Fire/Other calls: 15

Other: Additional Information for Mayor/Council and Citizens:

1. Looking for In Town Volunteers, Call Phill at station number listed above
2. Thank you to everyone who attended the pancakes in the park service and breakfast
3. Thank you to the Mayor and City Council for approval of our new pickup which arrived 8-2, trying to get it in service.
4. Yearly IMWCA(work comp) review is on 8-1-18, 9 am @ City Hall
5. Aug 18 is our annual Poke Run, see our Facebook page for information on this

July 9.

Planning Board meeting, MET with Doug Jandro
About Storm Water South of Ave H. Trying to find
out inlet to River.

July 10

July 11

July 12

July 13th

Mayor & I met with Joe Pensyck (PraxAir)
About Their Property East of The Building, George Baggett
is suppose to contact me Monday.

July 16th

Stanley & I met with A Plumber at Lone Mountain Trucking
Sewers were full Because Omaha is Backlog up I TALKED
With Arron Grell About A Solution To The Problem

July 17th Rain

Cell Tower wants To RENEW Permits for 5th ST
Tower Improvements Casino Plans with IBC. Books.
MET with Brian Webster Master Electrician About Doing Inspections
Plumber AT Casino Ready To Dig for Sewer & Water Lots of Utilities
in The Way. Complaint of Trash TPC Rental

July 17 Cont.

m.p. NEXLevel Called To Ask About
What They NEED To Do About open Storage.

July 18.

Check over Plumbing Ground work for Casino.

AT, 10 am AND 4⁰⁰ PM Late for work.

Brian Webster Brought Back Casino Plans

With Notes To Check Electrical Yards To Be Mowed. 1313 Hiatt
Club Area Trees Limbs Down. Terry Cronin. TPC. Rental
Trash on 13th St. Returning Calls from Answering Machine

July 19th

organize map Drawers (3) Casino Plans

Complaint on Trash & Weeds Ave P. 803 Redick

Decided NOT To Build Deck on front of House (setbacks)

Reading Plumbing Code Arron Groll about Grease Traps
for Casino Shrier GBEO model. Stormwater Situation
ON Ave H & South Kimley Horn. (Kyle Tonges)

July 23.

Rooting Permit TALKED with Stanley About Unmarked
Communication Line By Pump Station (CASINO) Digging for Plumbing
190 C.L.L. Professional Tree Service \$4,300.00 Total Removal
\$870.00 Trim its on City Property falling on 190 Property
Sheet Elevations on 9th St. for Side Walk.

July 23, Cont.

Tony Auroras. See If Flip Can Finish
Bathroom Floor. Inspection on Casino Plumbing.
ON my way to u.p. 4:30 TALKED TO OMAHA
Indians about Cleaning Property 13th & Leust.
George Baggett Repair About Their Property
And About The Stormwater Problems That They Have
Poured concrete on 9th st. 11:30 Disputed The Amount
of Water in The Concrete With Randy Smith

July 24th

July 25

July 26

July 27.

July 31.

821 Ave P. Inspected. Electrical & Plumbing, Framing
Casino Water Line is in Except for All The 90's
And Concrete Blocking & Fire Plug.
Footing Inspection on 1816 Sand Point.

Aug. 1. ^{Not Clocked in.}
Poured Concrete At Jackie Wahls House (Not Related to City Business)
Footing Inspected At 2910 No. 9th St.
Trash At Kuhns House Complaint By Robin Hammit

Aug 2.

Tree Coming Down At 190 C.L.C. (Trimmed.)
Robin Hammit Complaints About Kuhns and The Other Neighbor
Inspect Thrust Blocks At Casino Wrote Permits
OMAHA INDIANS Cleaning Up Their Property
Spoke With Mike Wolfe OMAHA INDIANS

Library Board Meeting
Brooks-Fennell Multi-Purpose Room
July 23, 2018
6:00 p.m.

Attendees: Bonnie Freeman, Delbert Settles Viki Hawkins, Tyke Darveaux, Patty Midkiff and Jo Chullino. Library Director, Theresa Hawkins and Assistant Library Director, Genevieve Hawkins. Absent: Victor Skinner.

Bonnie called the meeting to order.

Minutes: Jo made the motion to accept the minutes. Tyke seconded. Motion passed.

Financial Report: Viki made the motion to accept the June financial report. Patty seconded. Motion passed.

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

Librarian' Report: Patty made the motion to accept the report. Delbert seconded. Motion passed.

June 2018 Statistics

Door Count	1057
Circulation	990
Patron Computer Usage	203
WIFI Usage (Patron Devices)	122
Materials added to Collection	32
Materials deleted from Collection	64
New Adult Cards	11
New Juvenile Cards	17
Makerspace Usage	83
Summer Reading Program	52
Movie Afternoon	9 Adults & 22 Juvenile (3 movies)
Horse Racing	10 Adults
Wheel of Fortune	15 Adults
Angels Health	12 Adults

A new switch was installed on the server on Thursday, July 12, 2018 at a cost of \$171.50.
The Library e-mail account became inactive on Wednesday, July 11 at noon. It is all fixed.

Summer Reading Program is halfway over. Participants earn points for reading books and magazines, makerspace and movie participation. No one attended the July 18, movie "Wonder Woman". Popcorn and snacks were given to library patrons. The Summer Reading Program ends Friday, August 10, 2018 and 3 patrons will win prizes for top readers this summer.

Old Business: Update on Bathrooms – Bonnie made the motion to accept the bid from Matt Seminara to update the bathrooms and Viki seconded. Motion passed.

New Business: None

Viki made the motion to adjourn. Bonnie seconded. Meeting adjourned 6:35 p.m.

Submitted
Viki Hawkins, Secretary
August 9, 2018

Carter Lake Parks and Recreation Monthly

Report July 2018

1. Seniors Movies
2. Trash pick up – locust street – every day
3. Watered Trees on Locust Street, Q Islands, library, and at all city parks
4. weeding at city parks – flower beds – rain gardens – bio swell – p street garden – locust street island
5. Baseball regular season wrapped up
6. Pony Invitational tournament 2018- July 9th-19th over 30 area teams played and participated. 3 CL teams participated with the Carter Lake 13/14 team winning the tournament.
7. Put down 2nd application of crabgrass killer – all parks
8. Met with mayor and D&R about rip-wrap for lakefront area.
9. Sent out and collected field rental invoices for June.
10. Take inventory of what was left over at concessions stands.
11. Final summary of what we made at concessions for August meeting.
12. Purchased and picked up 3rd application of fertilizer for parks/ ball fields
13. Changed blades on mowers
14. Help identify and fix sprinkler problems areas at various parks

15. Trash pickup all parks--- Mondays, Fridays – everyday pickup on locust street and at ball fields --- alternating weekends
16. Spot spray weeds at ball field, warning track, and parks --- roundup

Chris Ethen

402-659-4475 Cell

712-847-0536 Office

chris.ethen@carterlake-ia.gov

Senior Center Monthly Report for July 2018

Meals served 492

Volunteer Hours Performed 54.5

Activity Reports Attached

Needs for Center-

Light outside above front entry door.

Meetings—Site Council Meeting at Center was held on July 18th

Break down of meals= We served 492 meals in 21 days, 240 in house and 252 were homebound that avg. about 23 meals per. day.

MONTHLY SENIOR CENTER ACTIVITY REPORT
 SOUTHWEST 8 SENIOR SERVICES, INC.
 3319 NEBRASKA AVENUE
 COUNCIL BLUFFS, IOWA 51501

SENIOR CENTER: Carter Lake

DATE July 2018

NURSE'S SIGNATURE Tina Tru

Date	Nutrition Program/Topic	Program Length	# Persons Attending
7-11	Tips for Buying Produce	45 min	17
7-25	Nutrition and Chronic Disease	45	11

Date	Nutrition Handouts for Homebound Participants/Topic	# Sent
7-11	Tips for Buying Produce	12
7-25	Nutrition and Chronic Disease	12
7-16	Beat the Heat	12

Date	Wellness Programs/Topic: Blood Pressure, Exercise, etc.	Program Length	# Persons Attending
7-6	Flex class	1.0	14
7-13	Flex class	1.0	14
7-16	Angle Care Blood pressure	1.0	12
7-20	Flex class	1.0	14
7-27	Flex class	1.0	14

TOTALS

5.0

69

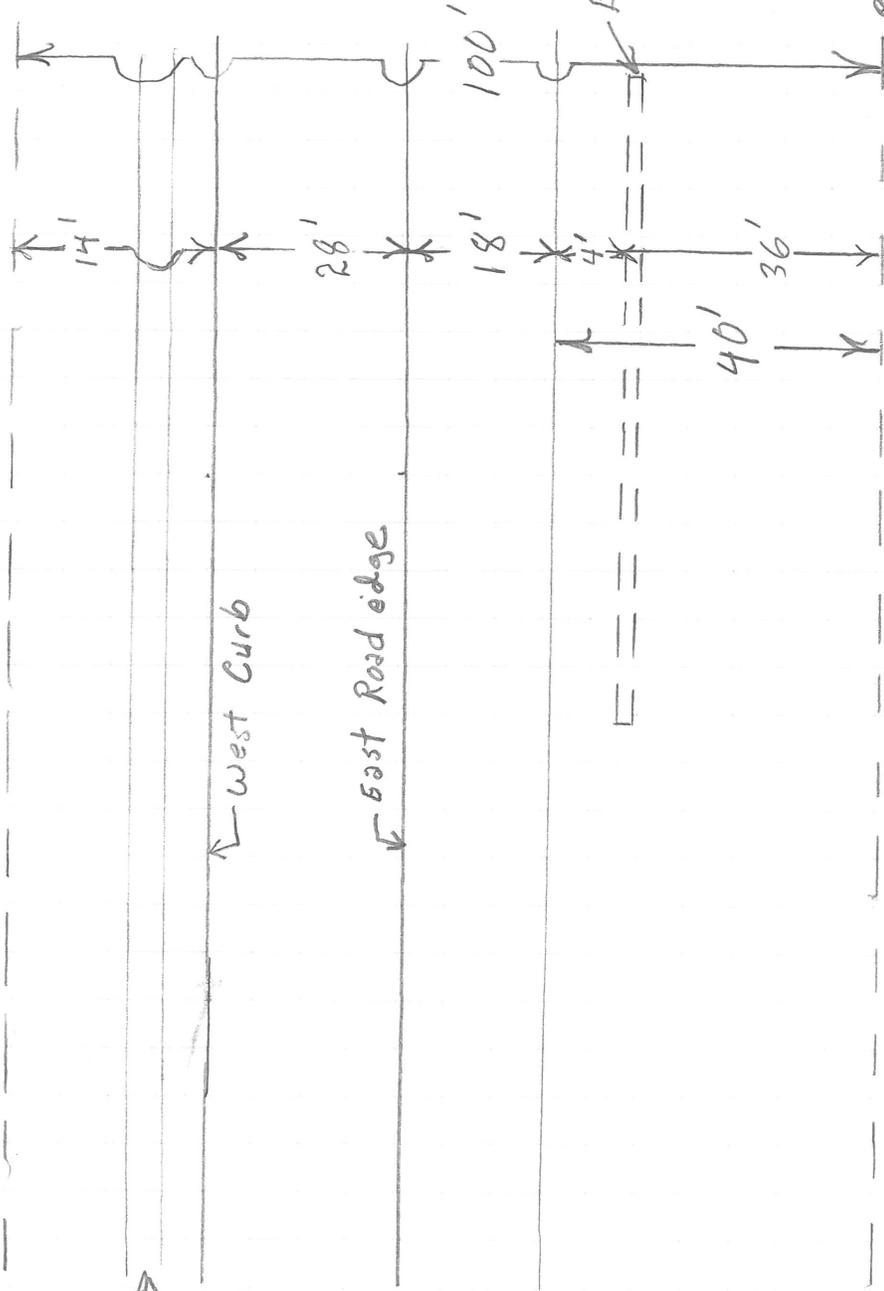
west side Property Line

Current Sidewalk →

17th St.

60' from west side Property Line

East side Property Line



Survey pin in pole between Moraski & Hite's properties



Jackie Stender

From: Chief Kannedy
Sent: Tuesday, July 31, 2018 9:14 AM
To: Jackie Stender
Subject: RE: Liquor License Renewal Sent

Jackie, Shoreline Golf Course had no violations and there is none pending. The license is approved by this department.

Shawn

From: Jackie Stender
Sent: Thursday, June 21, 2018 8:36 AM
To: Phill Newton <phill.newton@carterlake-ia.gov>; Chief Kannedy <chief.kannedy@clpd.carterlake-ia.gov>; City of Carter Lake Inspector <inspector@carterlake-ia.gov>
Subject: FW: Liquor License Renewal Sent

Need this for the August meeting

From: Licensing@IowaABD.com [<mailto:Licensing@IowaABD.com>]
Sent: Thursday, June 21, 2018 2:34 AM
To: Jackie Stender <jackie.stender@carterlake-ia.gov>
Cc: Licensing@IowaABD.com
Subject: Liquor License Renewal Sent

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
LC0033384	Renewal Sent	08/29/2018	Shoreline Golf, LLC (210 E Locust 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

Jackie Stender

From: Carter Lake Fire Department
Sent: Tuesday, August 14, 2018 10:02 AM
To: Jackie Stender; Aaron Grell; Frank Cocoran; Frank Corcoran; Jackie Wahl; Jason Gundersen; Lisa Ruehle; Pat Paterson; Pat Paterson; Ronald Cumberledge; Ron Cumberledge (rcumberledge@cox.net)
Subject: inspections

Inspections and reinspection's' for VFW and Shoreline are complete and violations corrected. At this time I would recommend renewal of liquor 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

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

Name: Diana Hite

Address: _____

Phone: _____

Meeting Date Requested: 8-20-18

Mail request to:
City Clerk
950 Locust Street
Carter Lake, IA 51510

Or Fax to: 712-347-5454

Or Email to:
Lisa.Ruehle@carterlake-ia.gov

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

Fundraiser: ~~to~~ Pink Light bulbs
for month of ~~Oct~~ Sept.
Light up town pink for Oct.
Fire/Ems Depts.

Please submit any supporting documents with this application.

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

Signature: DS

Date: 8-2-18

For Office Use Only:

Date received in Clerk's office: _____

Received by: Jackie

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

Name: Richard & Carolyn Sapientza

Address: 4314 N. 15th St
Carter Lake

Phone: (402) 201-8031

Meeting Date Requested: Aug. 20, 18

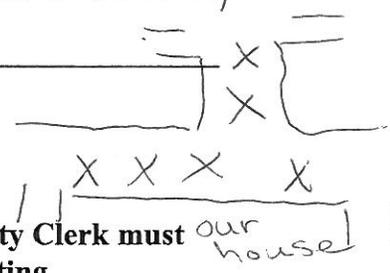
Mail request to:
City Clerk
950 Locust Street
Carter Lake, IA 51510

Or Fax to: 712-347-5454

Or Email to:
Lisa.Ruehle@carterlake-ia.gov

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

We would like to have a party/reception
Sept. 1, 2018. Requesting to block the
street immediately in front of our
house to the neighbors driveways
on each side and the 1st drive up
Murray St.



Please submit any supporting documents with this application.

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

Signature: Carolyn Sapientza **Date:** 7/26/18

For Office Use Only:

Date received in Clerk's office: _____

Received by: _____

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

Name: Michelle Salerno

Address: 4248 N 7th St

Phone: 402-680-2964

Meeting Date Requested: 8/20/18

Mail request to:
City Clerk
950 Locust Street
Carter Lake, IA 51510

Or Fax to: 712-347-5454

Or Email to:
Jackie.Stender@carterlake-ia.gov

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

Requesting permission to conduct a 5K event
within city limits. Maximum participants expected is 100.
Route to begin @ TFGF, 2810 N 9th St, north on 9th,
along lake, to 17th, Willow to 9th, back to TFGF.
Rock climbing wall + Starbucks coffee cart @ TFGF
Fundraiser event to support Optimist Senior Holiday Dinner.

Please submit any supporting documents with this application.

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

Signature: _____

Date: 7/30/18

For Office Use Only:

Date received in Clerk's office: _____

Received by: _____

COMMUNICATIONS CABLE AND FACILITIES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2018 (“Effective Date”) by and between MCImetro Access Transmission Services Corp. d/b/a/ Verizon Access Transmission Services, a Delaware limited liability company authorized to do business in Iowa, whose address for notice purposes under this Agreement is 600 Hidden Ridge, Irving, TX 75038 (“PERMITTEE”) and THE CITY OF CARTER LAKE, IOWA, a municipal corporation organized under the laws of the State of Iowa (“CITY”).

WHEREAS, CITY is organized and existing under and by virtue of the laws of the State of Iowa and has control and authority over the use and occupation of the public rights of way within its corporate boundaries;

WHEREAS, PERMITTEE desires to install, operate and maintain communications facilities upon, under and within certain streets and public rights of way within the corporate boundaries of CITY;

WHEREAS, CITY is authorized to grant leases and permits to occupy public rights of way; and

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. CONSENT. In consideration of and upon the terms and conditions set forth in this Agreement, CITY hereby agrees to grant and convey to PERMITTEE the limited and non-exclusive consent to survey and construct, subsequent to acquisition of all necessary permits and payment of all applicable fees, and to install, operate, inspect, maintain, protect, repair, alter, replace or remove PERMITTEE’S communications facilities (“Communications Facilities”), as the Communications Facilities are described on “EXHIBIT A” which is attached hereto and incorporated herein. The Communications Facilities shall consist of existing or future underground conduits, cables, wires, optic fibers, dark fibers, splicing boxes, and appropriate appurtenances located on, above and/or beneath the surface of the streets, alleys, sidewalks or other public grounds within CITY, but only as such Communications Facilities and such streets, alleys, sidewalks or other public grounds are described in EXHIBIT A. PERMITTEE shall not install its Communication Facilities on, above, or beneath any street, alley, sidewalk or other public ground except as specifically described in EXHIBIT A, which may be amended from time to time after review and approval by the CITY. The consent contemplated by this paragraph shall include the right of reasonable access to the Communications Facilities.

2. PERMITS; PLANS AND SPECIFICATIONS. PERMITTEE shall secure all permits required to be issued by the appropriate officials of CITY in connection with the installation of the Communications Facilities. The Communications Facilities shall be laid substantially in accordance with the plans and specifications submitted in Exhibit A and in conformity with any

and all specific conditions as may be set forth by CITY from time to time in the permits granted to PERMITTEE by CITY pursuant hereto, copies of which permits, plans, and specifications shall be kept on file at the Public Works Department of CITY.

3. **BINDING EFFECT; ASSIGNMENTS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party hereto shall assign or otherwise convey any of its rights, title, or interest under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

4. **CONDITIONS, BOND & INSURANCE.** This Agreement shall not be effective until it has been approved by resolution of the City Council of CITY and signed by its Mayor and an authorized representative of PERMITTEE. Also, prior to commencing any work the PERMITTEE shall file with the CITY a bond guaranteeing its performance and such bond shall be in the amount of \$25,000. Such bond shall insure the CITY is held harmless from any loss of liability caused by PERMITTEE'S use of the rights of way. Furthermore, PERMITTEE shall have in full force and effect:

- (A) Commercial General Liability Insurance: Limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (B) Commercial Automobile Liability Insurance: Limits of \$1,000,000 Combined Single Limit (CSL) for each accident.
- (C) Workers' Compensation Insurance: Limits: Coverage as provided by statute.

All such policies and certificates of insurance shall be issued by companies authorized to issue such policies in the State of Iowa.

5. **NON-DISCRIMINATION.** PERMITTEE, and each and every contractor employed, used or hired by PERMITTEE to plan, construct, repair or maintain the Communications Facilities, shall not unlawfully discriminate or permit discrimination at any time in violation of state or federal law on account of race, color, religion, sex, age, national origin, or disability, nor discriminate in any other respect prohibited by federal or state law in the performance of work or the performance of other activities permitted by this Agreement,

6. **CONFLICT OF INTEREST.** No elected official or officer of the CITY, and no officer of PERMITTEE, may have a personal financial interest in this Agreement contrary. If a person or organization enters into such an agreement with the CITY with knowledge of such a violation, such agreement may be voidable.

7. **WAIVER OF CITY LIABILITY.** PERMITTEE acknowledges and agrees that CITY makes no representation to PERMITTEE as to the suitability of CITY right-of-way or property for the purposes intended by PERMITTEE. PERMITTEE hereby waives relinquishes and releases CITY from any and all loss, claim or liability arising out of PERMITTEE'S use of CITY right-of-way or property or arising out of PERMITTEE'S exercise of rights or authority under this Agreement unless such claim is based upon the CITY's negligence.

8. **SALES, USE, AND OTHER TAXES.** PERMITTEE shall collect and/or pay sales, use and other taxes as follows:

- (A) PERMITTEE shall pay such fees as required by the Carter Lake Municipal Code.
- (B) To the extent PERMITTEE'S sales of communications services and leases of optical fibers to third party communication companies are subject to sales and/or use taxes imposed by law, PERMITTEE shall collect such taxes from such third parties and promptly remit them to the appropriate tax collection and revenue authority.
- (C) To the extent PERMITTEE provides communication services directly to retail end-users or subscribers, PERMITTEE shall pay to CITY such fees and/or taxes, if any, as set forth in the Carter Lake municipal code. All taxes and fees described in this Section 8 shall not be assessed upon revenue that: i) any revenue not actually received even if billed, such as bad debt, ii) revenues that Permittee has received from another telecommunications provider and upon which the other telecommunications provider has paid or will pay a tax, franchise fee or other fee for use or occupation of the public rights-of-way, or iii) revenues that the Permittee has received from its corporate parent, subsidiary or an affiliate. In no event shall Permittee be subject to taxes or other fees in excess of any limits imposed by federal or Iowa law.

9. **RENT.** If Permittee makes use of installed cable, line, facilities, and appurtenances for any uses not involving communications services then such facilities may be subject to an occupation tax or rent fee for the use of space in the right of way. However in no event shall PERMITTEE be subject to both the taxes and/or fees described in Section 8 above plus a tax or fee described in this Section 9. Notwithstanding anything herein to the contrary, nothing in this Agreement is intended to alter, amend, modify or expand the taxes and fees that may lawfully be assessed on Permittee's business activities under this Agreement under applicable law. Any and all taxes and fees assessed or described in this Agreement shall be applied to all communications providers in a neutral and nondiscriminatory manner.

10. **INDEMNITY.** PERMITTEE agrees to indemnify and save harmless CITY, its officers and employees, from and against any and all loss or damage whatsoever to CITY property or to property of others that arises out of or on account of any construction, maintenance, or other activities of PERMITTEE, or any agent of PERMITTEE, pursuant to this Agreement and any permit issued pursuant to this Agreement. PERMITTEE further agrees to indemnify and save

harmless CITY, its officers and employees, from and against any and all loss or liability arising from or out of claims of any person suffering, or claiming to have suffered, personal injury, loss or damage that arises out of or on account of any construction, maintenance, or other activities of PERMITTEE, or any agent of PERMITTEE, pursuant to this Agreement and any permit issued pursuant to this Agreement; excluding, however, any and all loss or damage caused solely by the negligence or willful misconduct of the City, its officers, employees or agents.

11. RESERVATIONS OF RIGHTS. The parties expressly reserve any rights either of them may have under state or federal law concerning the subject matter of this Agreement and further agree that by execution and performance of this Agreement, neither party shall be deemed to have waived any of such rights.

12. INDEPENDENT CONTRACTOR. PERMITTEE is entering into this Agreement as an independent contractor engaged in PERMITTEE'S own work and business activities. PERMITTEE is not authorized by this Agreement to act as an employee or servant of CITY.

13. TERM OF AGREEMENT; TERMINATION. This Agreement shall continue in force and effect for a period of twenty (20) years from its Effective Date specified above, and thereafter from year to year, unless terminated by either party by giving written notice of termination not less than ninety (90) days prior to the end of the initial twenty-year term or any one-year renewal period, as the case may be.

14. NOTICES All notices and other communications under this Agreement shall be in writing by overnight carrier delivery or USPS certified mail, return receipt requested.

If to the CITY, the notice shall be sent to:

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

If to the PERMITEE, the notice shall be sent to:

MCIMETRO ACCESS TRANSMISSION
SERVICES CORP.
D/B/A VERIZON ACCESS TRANSMISSION
SERVICES
Attn: Franchise Manager
600 Hidden Ridge
Mailcode: HQE02E88
Irving, TX 75038NAME

with an additional copy (except for invoices) to:

Verizon Business Network Services
1320 North Courthouse Road, Suite 900
Arlington, VA USA 22201
Attn: General Counsel, Network & Technology

Either Party may notify the other Party in writing of changes in the persons to whom notices are to be delivered. Notices shall be deemed given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

14. ENTIRE AGREEMENT. This Agreement, including the permits granted pursuant to this Agreement and the Exhibits attached to this Agreement, encompasses the entire agreement between the parties. No representations were made or relied upon by either party in executing this Agreement other than those expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by authorized representatives of both of the respective parties hereto.

15. FORCE MAJEURE. Neither party will be liable for the failure to fulfill its obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither party will be liable for delays caused by the inaction of utilities, local exchange carriers, or other political subdivisions in granting access to rights of way, poles, or any other required items needed for the installation or operation of the Communications Facilities.

[signatures below]

CITY OF CARTER LAKE, IOWA,

Mayor

ATTEST:

City Clerk

ACCEPTED AND AGREED TO:

**MCI metro Access Transmission Services Corp.
d/b/a/ Verizon Access Transmission Services**

Signature: _____

Printed Name: Robert J. Hayes

Title: Senior Manager, Network Engin./Operations.

Dated this _____ day of _____, 2018.

APPROVED AS TO FORM:

City Attorney

PROCLAMATION
ELIZABETH (BETTY) SIMMONS DAY
Saturday, September 8, 2018

WHEREAS, Betty Simmons would go to her Aunt's Dairy Farm in Denton, NE and wrangle in 32 cows every day on her pony to be hand milked by her and her cousin Joe. Interesting side note: her aunt gave her a jug of milk, sealed & placed in a burlap bag tied to her pony's saddle horn, and when she came in from wrangling those 32 cows to the barn. The Jug was now filled with Butter; and

WHEREAS, Betty Simmons was a relief semi-truck driver with her daughter Yvonne for many years going though many states including North Dakota seeing sunflowers being harvested, Idaho seeing potatoes being harvested, and a tour though a Texas salt mine; and

WHEREAS, Betty Simmons was a Taxi cab driver for ten years from 1948 to 1958 driving handicapped children back and forth to Field School and on weekends would drive the taxi for the taxi company. From 1958 to 1964 she drove the taxi on her own and from 1964 to 1969 she was a dispatcher for the taxi company. Side note: Loves to tell people where to go to this day; and

WHEREAS, Betty Simmons, was the second Hand Cook for the Carter Lake Senior Center cooking for the Carter Lake Center plus 3 other centers and 18 Homebound meals to go every day from 1993 to 2004 where in between those 11 years she was PT Manager at the Carter Lake Center 4 times; and

WHEREAS, Betty Simmons is a full time member of the Carter Lake Senior Center where she has put together thousands of puzzles from 2005 to present; and

WHEREAS, Betty Simmons has volunteered a ga-gillion amount of time to making crafts, sending out cards for every holiday to every homebound person and nursing home friends to make their holiday so very special and making sure everyone needing a Get Well Card got one.

WHEREAS, the Mayor, City Council and Citizens and residents appreciate Betty Simmons devotion to the City of Carter Lake, Iowa

NOW, Therefore, I Ronald Cumberledge, Mayor of Carter Lake, Iowa, do hereby recognize Tuesday, September 8, 2018 as Betty Simmons Day and again thank Betty Simmons for her many hours and days of devotion to the Carter Lake Senior Center and its Golden-agers.

Dated August, 20, 2018

Ronald Cumberledge, Mayor



August 13, 2018

City of Carter Lake

Attn: Ron & Jackie

Public Funds Deposit Proposal:

Over the last few years there have been two primary concerns of most businesses and municipalities when it comes to maintaining deposited funds – safety and low costs. Currently your deposit balances are enough to cover your bank account fees, but earns a modest interest rate of .08%. In our economy today we have an improved environment for higher deposit rates.

With more account options available, you can earn higher rates of interest and still keep your funds well protected with FDIC coverage. American National Bank offers Insured Cash Sweep (ICS) service to meet those needs.

With ICS service you will have two accounts and an automatic sweep service. This allow you to keep your existing operating account in place and enjoy uninterrupted service with no need to purchase new checks, change the account number, or manually move funds. A new money market account will be established to earn a higher rate of return. The sweep service is used to maintain optimal balances between the operating account and the money market account.

This sweep function maintains your pre-determined daily target balance of up to \$250,000 for your operating account by doing the following:

- Funds held in your account above the target balance are swept to your money market account daily to keep the maximum amount invested at a higher rate – currently 1.04%.
- These funds are fully covered by FDIC insurance.
- When funds are needed from your money market to bring your balance back up to the target balance, those funds are automatically swept to the operating account.
- The cost for this automated sweep service is a flat rate of \$100 per month. This fee covers all transfers needed to maintain your target balance daily.

Utilizing our ICS service allows you to earn a much higher rate of interest, will automatically keep the funds where you need them, and keeps all of those funds covered by FDIC insurance.

From: Pat Paterson <patersonrent@yahoo.com>
Sent: Friday, August 10, 2018 2:57 PM
To: Tim Meschede <tmeschede@hawkins1.com>
Subject:

Hi Tim,

First, I would like to thank you for the time and courtesy you've extended to me during our phone conversations. If you would be kind enough to respond so I know you have received this email.

As we discussed, I would greatly appreciate if you would send me an email giving me your opinion of how Darin Whatcott handled himself and how he represented the City of Carter Lake as their Building Inspector on the Lakeside project.

As I mentioned there are rumors that a representatives from Hawkins Constructions said he called Darin on several occasions to schedule an inspection and Darin said something like, "I do not have time to come now so just take pictures of it and I will approve it later." Could you please comment on whether you are aware of Darin ever saying anything similar to that to you or one of your on-site managers?

I would also greatly appreciate if you could attend the upcoming Carter Lake City Council Meeting on August 20, 2018 at Carter Lake City Hall starting at 7 PM.

Hopefully the two of us can convince Darin to complete the project and write the final report.

Thanks again Pat

From: Tim Meschede <tmeschede@hawkins1.com>
To: Pat Paterson <patersonrent@yahoo.com>
Sent: Thursday, August 16, 2018, 11:40:37 AM CDT
Subject: RE: Lakeside

Pat,

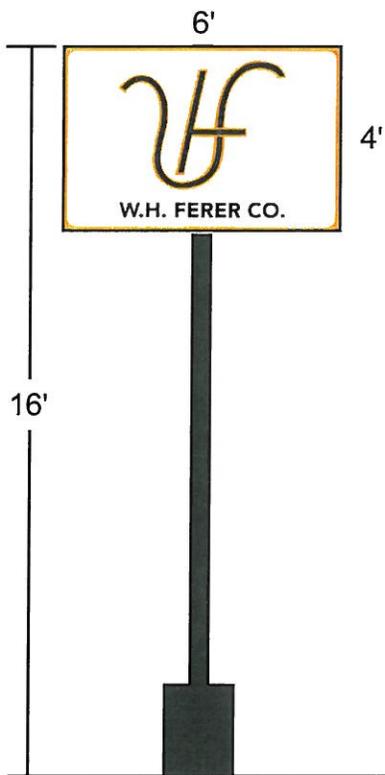
Darin Whatcott has always presented himself as a knowledgeable professional and does a thorough detailed review in his specific inspection. He arranged his schedule to accommodate Hawken's time frame for the inspections so as not to negatively impact project schedule.

As for the picture comment, we typically take in-progress photos of the project for our records. To my knowledge, he did not use any of Hawken's photos without prior visually inspecting the subject item.

If Darin is not retained to complete the project inspection process, it may be extremely difficult for all parties involved to close out this project. Darin has knowledge of all construction activities that have transpired on the site. It may be impossible (and very costly) to retain another inspector to step into the project at the current stage of completion --- that will certify to meeting all Code Compliance requirements and recommending to the City of Carter Lake to issue a Certificate of Occupancy to Lakeside Auto Recyclers

Thanks, Tim Meschede

Tim Meschede
Superintendent
Hawkins Construction Co.
402-660-3255

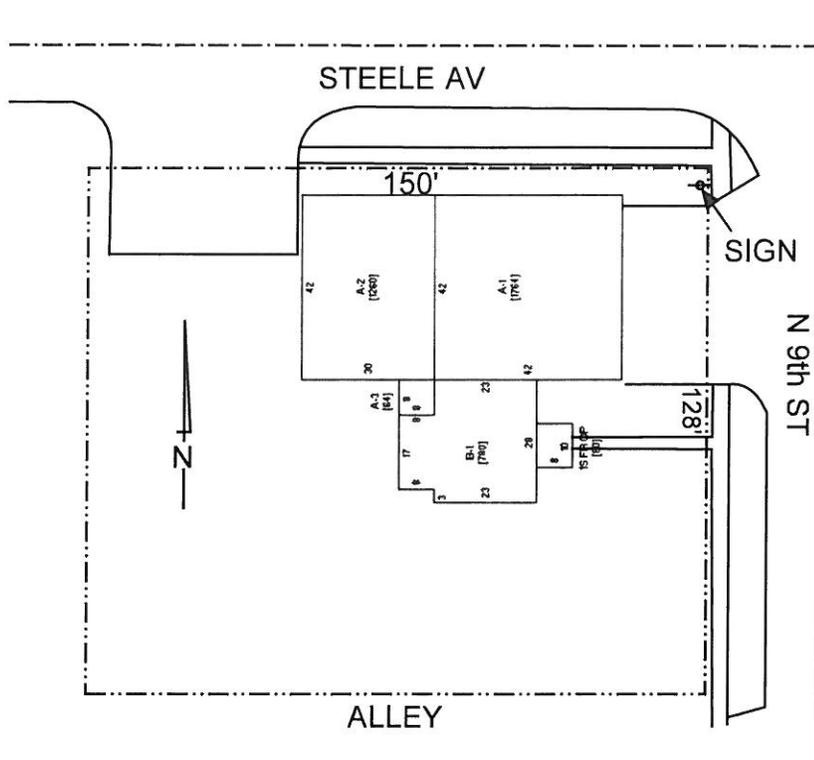


EXISTING POLE SIGN STRUCTURE

SCALE: 1/4" = 1'

2910 N 9th ST.

TOTAL AREA: 24 S.F.
FACE CHANGE



SCALE: N.T.S.

2910 N 90 ST

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is entered into as of _____, 20__ (the “Effective Date”) by and between Forte Payment Systems, Inc. (“FORTE” or “Party”) a California corporation and _____ (“AGENCY” or “Party”).

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House (“ACH”), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents”).

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the “Proprietary Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates

may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal Information, this section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

5. TERM AND TERMINATION

5.1 **Term.** This Agreement shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.

5.2 **Exclusivity.** During the term of this Agreement, AGENCY shall use FORTE as its exclusive provider of all Services.

5.3 **Termination.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

6. TRANSACTION PROCESSING

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within 48 hours of the authorization in order to complete the Transaction

process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 **AGENCY Account.** In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.

6.4 **Limited-Acceptance Agency.** If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales.** AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount.** AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 **Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 **Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.9 **Returned Items.** FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.10 **Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the

Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.11 Excessive Chargebacks. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health-related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of

authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

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12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the Pricing Fee Schedule(s) attached hereto or any amendments thereto. Pricing schedules which utilize an Absorbed Fee Model will be billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

13. LIMITS OF LIABILITY

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14. REPRESENTATIONS AND WARRANTIES.

14.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its

obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE’s control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. FORCE MAJEURE

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. ASSIGNMENT

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of _____ . Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix C, Section 4 herein.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. PUBLICITY

Neither Party shall use the other Party’s name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FORTE:

Forte Payment Systems, Inc.
500 W. Bethany Drive
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to AGENCY:

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

FORTE:

AGENCY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Confidential Information - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or

its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry") – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver – An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions – Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant's systems, by using Merchant's access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act (“FCRA”) as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE’s contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

3. Retention of Data. Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX C
ACCOUNT UPDATER SERVICES

- 1. Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
- 2. Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
 - e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

3. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

4. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

5. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

6. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

7. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

8. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

9. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

10. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

11. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

12. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.



**PRICING FEE SCHEDULE
City of Carter Lake, IA**

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

2.50% of the payment amount with a minimum fee of \$1.95 based upon volume.

Electronic check

Includes Forte Verification for known accounts

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$1.75 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product and Optional Service Pricing	Description	Fees and Cost of Equipment
VeriFone Vx520 EMV Terminal		\$299.00 per terminal plus shipping
VeriFone Vx520 Hybrid Cable Requirement	Used for Hybrid Load Terminals	\$24.95
On-line Reporting Tools	All Channels (INT, IVR, POS)	Unlimited Users \$0.00
Set-Up Fee	Configuration, Implementation, Training	WAIVED

Select pricing option desired: **Absorbed Pricing**

Service Fee Pricing

Gateway Only Pricing

***Required Merchant Signature:** _____

Date _____

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED AND APPROVED this 15th day of January, 2018.

Ronald Cumberledge, Mayor

ATTEST:

Jackie Stender, City Clerk

RESOLUTION NO. _____

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

WHEREAS, it is necessary to periodically update the Investment Policy;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carter Lake, Iowa that the attached Carter Lake Investment Policy be adopted by the Carter Lake City Council.

PASSED AND APPROVED this 20th day of August 2018.

Ron Cumberledge, Mayor

ATTEST:

Jackie Stender, City Clerk

IOWA PUBLIC BODY MODEL INVESTMENT POLICY

SECTION 1. SCOPE OF INVESTMENT POLICY

The Investment Policy of **The City of Carter Lake** shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the City. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this investment policy, but also be consistent with any applicable bond resolution.

This Investment Policy is intended to comply with Iowa Code Chapter 12B.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The governing body or officer of the City to which the Investment Policy applies.
2. All depository institutions or fiduciaries for public funds of the City.
3. The auditor engaged to audit any fund of the City.
4. The State Auditor.

In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of the funds of the City.

SECTION 2. DELEGATION OF AUTHORITY

In accordance with Iowa Code section 12B.10(l), the responsibility for conducting investment transactions resides with the Treasurer of the City. Only the Treasurer and those authorized by resolution may invest public funds and a copy of any empowering resolution shall be attached to this Investment Policy.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the City, shall require the outside person to notify the CITY in writing, within thirty days of receipt of all communication from the Auditor of the outside person or any regulatory authority, of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the City by the outside person.

The records of investment transactions made by or on behalf of the City are public records and are the property of the City whether in the custody of the City or in the custody of a fiduciary or other third party.

The Treasurer shall establish a written system of internal controls and investment practices.

The controls shall be designed to prevent losses of public funds, to document those officers and employees of the City are responsible for elements of the investment process and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statement and related reports on internal control structure of all outside persons performing any of the following for City.

1. Investing public funds the City.
2. Advising on the investment of public funds the City.
3. Directing the deposit or investment of public funds the City.
4. Acting in a fiduciary capacity for the City.

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

The Treasurer of and all employees authorized to place investments shall be bonded in the amount of \$10,000.

SECTION 3. OBJECTIVES OF INVESTMENT POLICY

The primary objectives, in order of priority, of all investment activities involving the financial assets of City shall be the following:

1. Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. Liquidity: Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. Return: Obtaining a reasonable return is the third investment objective.

SECTION 4. PRUDENCE

The Treasurer of the City when investing or depositing public funds, shall exercise the care, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 2 investment objectives. This standard requires that when making investment decisions, the Treasurer shall consider the role that the investment or deposit plays within the portfolio of City assets of and the investment objectives stated in Section 2.

When investing assets of the City for a period longer than two (2) years, the Treasurer shall request competitive investment proposals for comparable credit and term investments from a minimum of three (3) investment providers.

SECTION 5. INSTRUMENTS ELIGIBLE FOR INVESTMENT

Assets of the City may be invested in the following:

- Interest bearing savings accounts, interest bearing money market accounts, and interest bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of the City. Deposits in any financial institution shall not exceed the amount approved by the governing body of the City.
- Obligations of the United States government, its agencies and instrumentalities.
- Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Iowa Code chapter 12C.
- Iowa Public Agency Investment Trust (“IPAIT”).
- Prime bankers' acceptances that mature within 270 days of purchase and that are eligible for purchase by a federal reserve bank.
- Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, as established by at least one of the standard rating services approved by the Superintendent of Banking.
- Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities and takes delivery of the collateral either directly or through an authorized custodian.
- An open-end management investment company registered with the Securities & Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. Section 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7, whose portfolio investments are limited to those instruments individually authorized in this Section 5 of this Investment Policy.
- Warrants or improvement certificates of a levee or drainage district. All instruments eligible for investment are further governed by all other provisions of this Investment Policy, including Section 7 Investment Maturity Limitations and Section 8, Diversification Requirements.

SECTION 6. PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

Assets of the City shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.

Assets of the City shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.

If a fiduciary or other third party with custody of public investment transaction records of the City fails to produce requested records when requested by the City within a reasonable time, the City shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

SECTION 7. INVESTMENT MATURITY LIMITATIONS

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The Treasurer may invest funds of the City that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven days (397) days. However, all investments of the City shall have maturities that are consistent with the needs and use of the City.

SECTION 8. DIVERSIFICATION

Investments of the City are subject to the following diversification requirements:

Prime bankers' acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City shall be invested in prime bankers' acceptances; and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City shall be in commercial paper or other short term corporate debt;
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the CITY shall be invested in the securities of a single issuer; and

3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in paper and debt rated in the second highest classification.

Where possible, it is the policy of the City to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoid undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on Instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

SECTION 9. SAFEKEEPING AND CUSTODY

All invested assets of the City involving the use of a public funds custodial agreement, as defined in Iowa Code section 12B.10C, shall comply with all rules adopted pursuant to Iowa Code section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the state of Iowa.

All invested assets of the City eligible for physical delivery shall be secured by having them held at a third party custodian. All purchased investments shall be held pursuant to a written third party custodial agreement requiring delivery versus payment and compliance with all rules set out in this Section 9.

SECTION 10. ETHICS AND CONFLICT OF INTEREST (POLICY CONSIDERATION)

The Treasurer and all officers and employees of the City involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investments or loans in excess of \$100,000 in or with any entity that the City has declared as a depository or with which the City regularly conducts investment business shall be disclosed in writing to the governing board of the City of Carter Lake.

SECTION 11. REPORTING

The Treasurer shall submit the City an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize

all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectations.

SECTION 12. INVESTMENT POLICY REVIEW AND AMENDMENT

This Investment Policy shall be reviewed every three (3) years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.