

AGENDA
CITY OF CARTER LAKE
REGULAR CITY COUNCIL MEETING
CITY HALL – 950 LOCUST ST.
MONDAY, MAY 18, 2015 – 7:00 PM

Pledge of Allegiance

Regular City Council Meeting

- I. Roll Call
- II. Approval of the Agenda
 - A. Additions
 - B. Deletions
- III. Consent Agenda
- IV. Presentation of Citizen of the Year - 2014
- V. New Business
 - A. Communications from the Public
 1. Solid Waste Collector Permits
 2. Rose Goodloff – Water runoff from school last spring
 - B. Communications from the Departments
 1. Fire Department Update
 - a. Approve new application – Mathew Kennedy
 - b. Request to purchase items with bond funds
 2. Planning Board Update
 3. Storm Water Committee Update
 4. Mayor Waltrip
 - a. School drainage problem
 - b. K Street pump house
 - c. Sewer mains that never got lined after 1993
 - d. Appointment to the board of adjustments
 5. Attorney Thornton
 - a. Owen Parkway – hotels, traffic lights, lot split, etc.
 - b. Fiber Optic agreement
 6. City Clerk
 - a. Payment of overtime
 - b. Approve number of homes at Lakeside for billing purposes
- VI. Ordinances
 - A. Ordinance designating certain streets as Truck Routes (3rd consideration)
 - B. Ordinance amending designated stops (1st consideration)
 - C. Ordinance amending adoption of state building codes (1st consideration)
 - D. Ordinance amending Chapter 85 – Animal Protection and Control (1st consideration)
 - E. Ordinance amending Chapter 86 – Dog and Cat Licenses Required (1st consideration)
 - F. Ordinance amending Chapter 87 – Pit Bull Dogs (1st consideration)

- VII. Resolutions
 - A. Resolution updating current fee structure for certain building permits
 - B. Resolution approving liens for unpaid snow removal bills
 - C. Resolution approving liens for unpaid utility bills
 - D. Resolution approving tax abatement for 3712 N. 17th St.
 - E. Resolution approving changes in certain fees charged by the City

VIII. Fred Vogt – General Comments

- IX. Comments
 - Mayor
 - City Council
 - Public (3 minutes)

X. Adjourn

05-15-15
dm

CONSENT AGENDA
REGULAR CITY COUNCIL MEETING
CITY OF CARTER LAKE
MONDAY, May 18, 2015 - 7:00 P.M.

- A. City Council Minutes
 - 1. April 20, 2015 – Regular City Council Meeting
 - 2. May 8, 2015- Special City Council Meeting
- B. Library Board Minutes – April 27, 2015
- C. Board of Adjustments Minutes
 - 1. Feb. 9, 2015
 - 2. Mar. 23, 2015
- D. Planning Board Minutes – April 27, 2015
- E. Safety Committee Minutes – May 13, 2015
- F. Building Permits – April 2015
- G. Delinquent Utility Report – May 12, 2015
- H. Abstract of Claims for Approval
- I. Overtime and Comp time reports
 - 1. April 12, 2015
 - 2. April 26, 2015
 - 3. May 10, 2015
- J. Wage Resolutions
 - 1. Set salary for Lisa Ruehle
 - 2. Set wages for Mary Schomer
 - 3. Set wages for Mark Hunter
 - 4. Set wages for Mark Eibes
 - 5. Set wages for Frederick Griggs
 - 6. Set wages for Marcy Hawkins
- K. Department Head Reports
 - 1. Senior Center – April, 2015
 - 2. Fire Department – April, 2015
 - 3. Police Department/Animal Control – (See web site: <http://clpd.cityofcarterlake.com/>)
 - 4. City Clerk/Administration – April, 2015
 - 5. Library – (See April 2015 minutes above)
 - 6. Resource Center – Jan., Feb., Mar., Apr. 2015 and Iowa West Grant Information
 - 7. Maintenance – April 2015
 - 8. Parks Department – April 2015
 - 9. Building Inspector – (See April 2015 permit report above)
- L. Calendar of events – City Hall/Parks thru June 30, 2015 (as of May 13 – 4:05 PM)

City of Carter Lake
City Hall – 950 Locust St.
Proceedings: Monday, April 20, 2015
Regular City Council Meeting – 7:00 PM

The Pledge of Allegiance

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

- I. Roll Call: Present – Mayor Gerald Waltrip
Council members Ed Aldmeyer, Dave Huey, Ron Cumberledge, Barb Hawkins and Barb Melonis.
Also present – Attorney Joe Thornton and City Clerk Doreen Mowery
- II. Approval of the Agenda – The Storm Water Committee Update and Attorney Thornton – Easement Agreement were removed from the agenda. Moved by Council member Cumberledge seconded by council member Hawkins to approve the agenda with the deletions. Ayes: Unanimous.
- III. Consent agenda – Council member Cumberledge removed items G, H – 1 and I and placed them on the regular agenda for discussion and action. Moved by council member Melonis seconded by council member Huey to approve the consent agenda with the changes. Ayes: Unanimous.
- IV. New Business
 - A. Communications from the Public
 1. Moved by council member Cumberledge seconded by council member Melonis to approve renewal of the solid waste applications that have been submitted. Ayes: Unanimous.
 2. Rose Goodloff presented a copy of a DVD showing damage to her yard after a heavy rain last spring. She believes the runoff is from the new school. The school sent a representative and their insurance inspector to look at the property. Her insurance has also looked at the issue. Both of them believe the City is responsible for the runoff. Damage is being done to her shed. She would like to be put on the May agenda and she would like the council to look at the DVD so she can get a resolution to the problem. The Mayor stated that there is a problem and it was created by the school and the City allowed them to build the school with the elevation. Additionally, the ground has settled between her home and the school and there is some exposed rebar. The Mayor stated he will look at this problem. The Attorney stated that the problem is a school district issue. Mary Schomer lives on 13th Street and stated they have had runoff in their back yard since the demolished the old school. She was hoping that when the track is installed the land will be lowered to take care of the problem. The Mayor stated he will look at the problem.
 3. Lone Mountain Trucking has requested that Owen Parkway Circle be changed to Lone Mountain Road. The Mayor was going to suggest that it should be changed to Lone Mountain Lane and Motel Drive. Moved by council member Melonis seconded by council member Cumberledge to deny the request to change the name of the street. Ayes: Unanimous.

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4. The Improvement Club requested to close Ave. Q between 8th and 9th St. on May 9th for a benefit. They will have a band and dinner. Moved by council member Hawkins seconded by council member Cumberledge to approve the request to close the street after 3:00 PM. Ayes: Unanimous. The Annual Dog Days event is tentatively scheduled for Aug. 22nd.
- B. Communications from the Departments
1. There was not a Fire Department Update at this time.
 2. Board member Pauly reported that the Planning Board met with the hotel developers to discuss storm water issues. The Board suggested that the development agreement should include a traffic study to see if stop lights could or should be installed at that entrance on Abbott Drive. The Mayor stated he will get a hold of the State and with Ray to take care of getting a traffic light. The board recently elected Ray Pauly as Chairman and Karen Fisher as Co-Chair. Council member Cumberledge reaffirmed that the board required a storm water plan for the school.
 3. There was not Storm Water Committee update at this time.
 4. Mayor Waltrip
 - a. The Mayor stated he talked to Barry Palmer and Ron Rothmeyer about the driveway at 180 Marina Court. He said the city should remove the driveway and then hire someone to replace the concrete. He stated the property owner cannot get his boat into the driveway because of the way it was poured. Council member Hawkins stated it is the fault of whoever poured his driveway. The Mayor stated that the building inspector said there was not anything on the permit about the driveway. The Mayor stated no one would pour it like that unless someone told him to do it that way. Henry Hinkle was building inspector at the time. The Attorney has looked at the issue and he does not see anything that the City did wrong. If the contractor was concerned at the time they could have held up the cement truck and asked the city for relief. The owner could have come forth right after it happened to have the city make it right. He does not see a legal obligation of the city to do anything at this time because he cannot find anything that the city did wrong. Council member Huey is concerned that this claim is for something that happened five years ago. The Mayor stated that it was because no one would listen to home owner. The Mayor believes we have a moral obligation to repair the driveway. Council member Aldmeyer stated the builder is the one that built the sidewalk and driveway wrong. Moved by council member Aldmeyer seconded by council member Melonis to deny the claim from the homeowner. Ayes: Aldmeyer, Hawkins, Huey, Melonis. Nays: Cumberledge.
 - b. The Mayor reported that he had maintenance repair the inlet on the canal on Shoal Drive. There was an 18 inch concrete culvert installed through two lots. During the larger rains water shoots out of the pipe into the canal. Maintenance repaired it by increasing the size of the pipe and pulled the wall back into place. He commended the maintenance crew on the excellent job that they did on the project.

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- c. The Mayor reported that he raised \$10,000 for tables and chairs at the Senior Center. Every donor will receive a receipt and a letter for their donation to the meal site. He has had one company demonstrate chairs to the seniors. He will be completing the project at no cost to the City.
 - d. The Mayor reported that last year the State said that the weed spraying in the lake was started too late. Ron Rothmeyer has been working with the DNR to start spraying the weeds. There is a contract that the council is going to consider for this project. The Creighton row team is no longer using the lake because of the weeds. The Mayor has had the weed boat out mowing the sea weed. They have not been mowing very much because of the high winds.
5. Attorney Thornton – Easement Agreement was removed from the agenda.
 6. Shannon Dunlap has worked on the existing Animal Control Ordinances. She is suggesting several changes to the ordinances. The Mayor brought up an incident where two pit bulls climbed a fence and attacked another dog. One of the dogs was put to sleep and the other dog was returned to the owner with the stipulation that it is muzzled at all times when it is outside. Both dog owners were cited. The Mayor stated he put this on the agenda because he thinks the council should be aware of the situation. Brenda Parkhurst lives next door to the dog that was attacked. She witnessed the attack and tried to report it to the officer on duty and the officer did not take a report. Theresa Hawkins reported she is the person that called 911 because she witnessed the attack. She would like to know if a report was written and she would like to see the report. Bill Kuhn reported that the dog tried to attack him and his dog. He stated the Chief of Police hasn't done anything because it is the buddy system and they are all buddies. He is tired of the whole neighborhood. The Mayor stated he is going to get this under control. Liz Osborn reported that it was her dog that was attacked. She reported that both dogs did attack the first time, however one of the dogs was not as aggressive as the other. She does not feel the second incident should have ever happened. The Mayor assured her the city was going to tighten this up. Shannon Dunlap reported that the dogs are registered as lab mix not pit bulls. Council member Melonis requested the council review the documentation submitted by Shannon. The ordinance changes will be placed on the May agenda for first consideration.
 7. Ron Rothmeyer has been working with Iowa DNR on a Lake Management Contract. The Attorney has reviewed the contract and recommends council approval. Moved by council member Aldmeyer seconded by council member Hawkins to approve the Lake Management Contract as submitted. Ayes: Unanimous.
 8. Ron Cumberledge addressed the items he pulled from the consent agenda. Item G includes 3 hours overtime for training for the Fire Department Coordinator. Council member Melonis requested a credible reason as to why they have the overtime. Moved by council member Cumberledge seconded by council member Melonis to deny payment of overtime for training. Ayes: Huey, Cumberledge and Melonis. Nays: Aldmeyer, Hawkins. Council member Cumberledge explained that Item H included a 25 year longevity pay

increase for Ron Rothmeyer. Council member Cumberledge thought he made himself clear that he wants all of the monthly reports current and submitted on time. He especially would like a report from the Building Inspector. Council member Melonis complimented everyone who has submitted the reports. Moved by council member Melonis seconded by council member Huey to approve and place on file the items that were removed from the consent agenda. Ayes: Unanimous.

V. Ordinances

A. Moved by council member Huey seconded by council member Melonis to approve an ordinance designating certain streets as Truck Routes on the second consideration. Ayes: Unanimous.

VI. Resolutions

- A. Moved by council member Cumberledge seconded by council member Melonis to adopt a resolution approving a tax abatement at 4407 N. 7th St. Ayes: Unanimous.
- B. Moved by council member Melonis seconded by council member Cumberledge to adopt a resolution approving a tax abatement at 3005 Nakoma Lane. Ayes: Unanimous.
- C. Moved by council member Melonis seconded by council member Cumberledge to adopt a resolution approving a tax abatement at 3005 Nakoma Lane. Ayes: Unanimous.

VII. Comments

The Mayor read a document regarding the induction of Brian Poldberg into the Thomas Jefferson Hall of Fame in Council Bluffs, Iowa.
Council member Melonis congratulated Brian Poldberg and all of our citizens that accomplish good things in their lives. She does not think it is too much to expect that incidents are handled properly and reports are filed properly.
Council member Cumberledge thanked everyone for attending the meeting. He encouraged everyone to take advantage of the Library, Senior Center, Parks and Resource Center.
Council member Huey reminded everyone that the community wide garage sale is May 9th and the community wide clean up is May 16th. He also announced that Phill Newton has completed 20 years of service on the Fire Department.
Bob Wahl offered to donate \$150 to the Senior Center fund for tables and chairs.
R. J. Brown reminded the Mayor he hasn't heard much about Carter Lake using the Pottawattamie County Animal Shelter. He wants to make sure citizens get a fair shot when they are not guilty.
Mary Schomer wanted clarification on the 24 hour notice for posting council agendas.
John Wallace is opposed to the three incidents before a vicious dog is removed. He thinks it should be done quicker.
Sharon Paterson wanted to know if the Inside Carter Lake edition can be delivered prior to the beginning of the month. Council member Melonis

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explained that the council is working to make the edition electronic so people will get all of the information in a more timely fashion.

The meeting was adjourned at 8:23 PM.

Doreen Mowery, City Clerk

Gerald Waltrip, Mayor

City of Carter Lake
City Hall – 950 Locust St.
Special City Council Meeting
Proceedings: Friday, May 8, 2015 – 10:30 AM

Mayor Gerald Waltrip called the Special City Council Meeting to order at 10:30 AM.

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

1. Moved by council member Hawkins seconded by council member Aldmeyer to approve the Liquor License application for the new owner at Jump Start. Ayes: Unanimous.
2. Moved by council member Hawkins seconded by council member Huey to approve a cigarette permit application for the new owner at Jump Start. Ayes: Unanimous.

Special city council meeting was adjourned at 10:35 AM.

Doreen Mowery, City Clerk

Gerald Waltrip, Mayor

Library Board Meeting

April 27, 2015

6:30 p.m.

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

Viki called the meeting to order.

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

Financial Report: NO report.

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

Librarian's Report:	March Circulation Statistics
Library Sponsored Events	28 programs – 143 Adults & 545 Children
Other Meetings/Events (Non-Library)	13 programs – 107 Adults & 52 Children
Circulation	1632
Door Count	1313
Patron Computer Usage	178
WIFI Usage	73

Jason Huneke – Juggler - April 8 at 3:00 p.m. at the Library - 36 children and 16 adults

Emil Hausner – Moan & Groan - April 15 at 10:00 a.m. at the Library – 25 adults

Upcoming Programs

OCM – Mad Scientist – May 12th at 2:30 p.m.

OCM – Mad Scientist – May 14th at 2:30 p.m.

Jeff Quin, Magician – May 20th at 10:00 a.m. at the Library

SRP starts June 1st and runs through July 31st. Everyone Reads – every 10 books checked out gets to pick from the prize basket.

Grand prizes for top readers in each age group will be given Friday, July 31st.

OCM – Oh the Places We'll Go – June 10th at 11:00 a.m. at the Library

Dom Garay & Oscar Rios – Echopoetico – June 12th at 7:00 p.m. at the Library

OCM – The Amazing Bubble Show – June 24th at 11:00 a.m. at the Library

Theresa had an online class for CE credit on Wednesday, April 15th from 9:00 – 10:00 a.m. -Connecting with Families: Creating Positive Relationships Thru Literacy

Enrich Iowa, Open Access and Access Plus reports are coming due. I will be working on these to submit to the State Library and will have copies available for you to review.

Since the spring of 2012, Library staff have been working with the History Book ladies on getting the "First 100 Years" published. This summer the entire book will be going to print. As of today everything through the 1950's has been sent to the publisher. The book will provide history and photos of Carter Lake to 1977.

I am having the picture of the Missouri River Flood of April 13, 1943 that was donated to the Library by the children of Ed and Claire Madsen framed and hung above the Brooks-Fennell Multi-Purpose Room doors.

Old Business: None.

New Business: Long Range Plan – Review and discuss at later date.

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

Viki Hawkins, Secretary

April 28, 2015

Proceedings: Board of Adjustments Meeting
Monday, Feb. 9, 2015 - 7:00 PM

Hardy Brown called the meeting to order at 7:00 P.M.

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

The board is currently one member short.

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

Moved by board member Brown seconded by board member Christensen to approve and place on file the minutes of Nov. 24, 2014. Ayes: Unanimous.

1. The board reviewed the application from Trista Vodicka at 910 Redick Blvd. for an addition to the house that would exceed the maximum lot coverage allowed by the current code. Not all dimensions of the proposed addition were available. The property has a substantial amount of impervious coverage prior to the addition. Board member Christensen reviewed the application to see if there is a way to remove part of the impervious cement or rooftops to allow for an addition. Moved by board member Christensen seconded by board member Blankenship to table the request until they bring back some dimensions. Ayes: Unanimous. This item will be considered by the board after the homeowner submits property dimensions.

2. Scott Lindhorst stated that the previous owners of the property at 802 Redick Blvd had built a 24 x 24 garage and then they added 16 foot to the back of the garage. When they built the addition they lowered the grade about 15 inches. He would like to remove the back have, repair the roof line on the entire garage, raise the grade and rebuild the back half and extend it another 20 foot. The garage is currently 24 x 40 and he wants to go back an additional 20 foot. The new dimensions would be 24 x 60 and there would be a 30 foot back yard. A variance is needed because there is not enough square footage on the home to allow for a garage the size he is proposing. Moved by board member Christensen seconded by board member Blankenship to grant the variance for the size of garage requested provided that it is not used as a daily commercial business center. Ayes: Blankenship, Christensen. Nays: Brown, Buchanan.

The board of adjustments meeting was adjourned at 7:47 PM.

Hardy Brown, Chairman

Proceedings: Board of Adjustments Meeting
Monday, March 23, 2015 - 7:00 PM

Paul Christensen called the meeting to order at 7:00 P.M.

Roll Call: Present: Paul Christensen, Kitty Buchanan, and Bill Blankenship
Absent: Hardy Brown
Also present: City Attorney Joe Thornton and City Clerk Doreen Mowery

The board is currently one member short.

Moved by board member Buchanan seconded by board member Blankenship to approve the agenda as presented. Ayes: Unanimous.

1. The board was asked to reconsider AFG Investment Fund 6, LLC and Heartland Proteins, LLC's request for a variance from zoning ordinance requirements at 300 E. Locust for a non-conforming use of the building for commercial storage and distribution. Attorney Thornton reminded the board that there was a hearing on this issue approximately one year ago. AFG and Heartlands Proteins had appealed the board's previous decision to the district court. The district court advised them to bring their request back to the board of adjustments for reconsideration with a more full finding of facts. This new hearing is like starting from scratch. Their Attorney is here to present a case as to why a non-conforming use should be granted. After the board hears all of the facts and makes its decision, Attorney Thornton will draw up a document for the courts consideration. Attorney Wayne Rassmussen represented AFG Investment Fund 6, LLC, owner of the property. AFG purchased the property at 300 E. Locust in October, 2006 from Goodkind and Goodkind. Goodkind was operating a warehouse/distribution system at the time the property was acquired by AFG. Goodkind & Goodkind leased the property back from AFG for approximately 2 years after it was purchased. After they moved out, AFG has continuously offered the property for lease and/or sale. They have had several tenants in the property. In the fall of 2013 the owner leased the property to Heartland Proteins. In December 2013, the building inspector, Barry Palmer ordered a cease and desist notice to Heartland Proteins. That order was appealed and then taken to district court. Mr. Rassmussen offered affidavits from Barry Beitler and Steve Greis. The affidavits were entered into the board's records. The owner feels the use of the property as a warehouse is consistent with other neighboring uses. Building inspector Barry Palmer was present to answer questions from Mr. Rassmussen. Barry stated that he went with the Fire Inspector to inspect the business operations at 300 E. Locust after receiving a complaint. He investigated and found the property was not zoned for the type of warehousing that was being operated. The current zoning of the property is C-1. Section 1101 of the Land Development ordinances state the intent of the C-1 district. Mr. Rassmussen stated that the property has not been abandoned by this owner. He has continually tried to keep the property rented and he has continually maintained the property. He pointed out that there currently are no properties that operate under the C-1 definition. Board member Christensen stated that the intended use of the property had been abandoned. Mr. Rassmussen noted that a property in the same vicinity recently sold and it does not comply with the C-1 rules regarding non-conforming use. He believes there is an issue

of selective enforcement. He cited Iowa Code 414 regarding unnecessary hardships. He believes it is an injustice and unnecessary hardship to the owner if he is not allowed to continue to use the building as a warehouse as it was intended. Board member Christensen contends that there is not a hardship at that property caused by the City. Mr. Rassmussen stated that his owner has operated for over seven years and have only recently been notified of non-compliance and the purchaser no longer has recourse to go back to the previous owner. Attorney Thornton stated that due diligence by the buyer is not the responsibility of the City. Board member Blankenship believes this issue was brought to the City's attention because the tenant is storing raw food substances in bulk, on the floor. The nature of the product is not in a secure environment and there is a concern for contamination and rodents. There has been an acknowledgement that there has been abandonment. Attorney Thornton's associated Jake Langenfeld presented on behalf of the City. It is the City's recommendation that the request be denied because of the non-conforming use. He introduced several exhibits to be added to the record. Exhibits A thru Q were submitted to the board for their consideration. There is no Exhibit P. The current zoning is C-1. There were several extended periods of time where there were no tenants in the property, therefore it would be considered abandoned. Attorney Thornton advised the board that the issue of selective enforcement is not applicable for this meeting. He also noted that AFG has another remedy in getting the Planning Board to change the zoning. Moved by board member Christensen seconded by board member Buchanan that the request for conditional use be denied at this time. Ayes: Unanimous. Board member Christensen commented that he believes their best recourse would be to go before the planning board to request rezoning of the property.

City Attorney, Joe Thornton excused himself from the meeting at this time.

2. Scott Lindhorst came before the board to request that they reconsider their previous decision regarding an addition to a garage at 802 Redick Blvd. that exceeds the maximum square footage allowed. Most of the board members have had the opportunity to go to his site and review his proposed project. Board member Christensen explained that the use of the proposed garage is to be able to put his vehicles away and get them off of the street. 99% of Mr. Lindhorst's business equipment is stored off-site. He does not plan on bringing equipment to his home for storage. His property will not be used for his commercial business. Moved by board member Blankenship seconded by board member Buchanan to approve the requested variance for a garage extension with the condition that it is non-commercial and for personal use only. Ayes: Unanimous.

3. Chris Christensen was present to request a variance from the minimum lot square footage and minimum lot width at 4430 N. 6th St. Concern was expressed over the ability of the adjacent property owner to be able to access his property. The property to east cannot be land locked. One of the neighbors expressed concern over the ability of emergency vehicles to access the area. His only concern is safety in the community otherwise he has no objections to the request. Moved by board member Buchanan

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seconded by board member Blankenship to allow Mr. Christensen to divide the property and build on the lot if a variance is needed, as long as the neighbor to the east is not land locked. Ayes: Blankenship, Buchanan. Abstain: Christensen. Motion did not carry. The board determined that a variance was not needed for the property based off of section 2403 - lot size exception. An easement for the neighbor should be required by the building inspector prior to issuing a building permit.

The board of adjustments meeting was adjourned at 8:34 PM.

Hardy Brown, Chairman

City of Carter Lake
City Hall – 950 Locust Street
Proceedings: Regular Planning Board Meeting
Monday, April 27, 2015 – 7:00 PM

This Special Planning Board Meeting was called to order at 7:05 PM by board co-chair Karen Fisher.

Roll Call: Present: Ed Palandri, Kathy Dueling, Jackie Wahl, and Karen Fisher
Absent: Ray Pauly, Tim Podraza, Jay Gundersen
Also present: City Attorney Joe Thornton and City Clerk Doreen Mowery

1. New Business – OMA Lodging LLC – Southwest of Owen Parkway West and Abbott Drive. A representative from E & A consulting was present to submit the proposed storm water solution for the hotel development on Abbott Drive. The board was given a modified design from what they had received at last meeting. The developer has made an agreement with the current land owner to purchase an additional 40 feet of property to be able to satisfy the pervious area requirements. They are proposing a bio-swale/rain garden to the west of the hotels. They also propose drilling vertical drains that will be filled with rock. They believe that the proposal meets all of the storm water and landscaping requirements of a subdivision, therefore they are asking for approval of the project so that they can move forward. There will need to be approval for an additional lot split to accommodate the additional 40 foot of property. The developer's intent is to file a new plat on the area to clear up the lot assignments. There is a 24" outlet pipe that dumps into the ditch to the south where it will pond and then evaporate. They would be releasing water into the same place it currently goes flows. The ditch is a natural drainage way as it exists. E & A has submitted a report to Kyle Tonges, the City Engineer for his review. The storm water plan is designed for both hotel building sites. Board member Palandri is uncomfortable approving conveying water to a private ditch that is not owned by the developer. There will be a rip rap basin at the end of the drain to disperse stormwater. There is a possibility that the area will drain better than it currently drains, once it is constructed. Attorney Thornton stated that he would recommend that three conditions be added to any recommendation that the board would make; 1. Anything that the board approves would be subject to review and approval by the City Engineer; 2. Approval of a final storm water management agreement; and 3. Making sure the lot-line split is submitted and approved. No variances are being requested at this time. The plans are in compliance with the stormwater requirements, as submitted. Moved by board member Palandri seconded by board member Dueling to recommend approval of the conceptual site plan for stormwater, as submitted, subject to the three conditions cited by the attorney. Ayes: Unanimous.

Meeting adjourned at 7:28 PM.

Doreen Mowery, City Clerk

Ray Pauly, Chairman

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	

2015 April

Residential Building Permits

Permit #	Date	Applicant	Applicant Phone	Address	Property Owner	Owner Phone	Description	Permit Amount	Date Paid	Recpt. #	Value of Permit	Permit Exp. Date
R52-15	04/01/15	Ken/Kelcie Chlupacek	402-639-4117	17 CLC	Ken/Kelcie Chlupacek	402-639-4117	New 10' X 28' Driveway	\$ 23.00	04/01/15	14344	\$ 2,000.00	07/01/15
R53-15	04/02/15	James/Sharon Allen	712-347-5542	3714 N 17th	James/Sharon Allen	712-347-5542	Accessory Building	\$ 15.00	04/28/15	14426	\$ 3,800.00	07/02/15
R54-15	04/20/15	Maxim Enterprises	402-880-8497	50 CLC	Jeremy Groves	402-509-8503	Replace Roof	\$ 18.50	04/28/15	14435	\$ 8,450.00	07/20/15
R55-15	04/20/15	Wallingford Const.	402-515-5307	700 Key Cr	John Freman		Replace Roof	\$ 18.50	04/28/15	14434	\$ 10,000.00	07/20/15
R56-15	04/21/15	McIntosh Plumbing	712-256-6038	1330 Holiday	Owen Dashner	402-578-4003	Gasline Pr. Test/BHE Fax	\$ 25.00	04/28/15	14436	\$ 300.00	05/21/15
R57-15	04/22/15	Blue Sky Inc	402-689-1576	3005/3007 Nakoma L	Blue Sky Inc	402-689-1576	Temp. Power Pole	\$ 25.00	04/28/15	14438	\$ 300.00	05/21/16
R58-15	04/22/15	Baker Htg & Cooling	402-827-5700	3008 N 13th St	April Smith	402-960-4569	Replace Furn. & A/C	\$ 42.00	04/28/15	14437	\$ 3,800.00	06/22/15
R59-15	04/23/15	Lonnie Hornbarger	402-321-6705	1512 Murray	Lonnie Hornbarger	402-321-6705	Accessory Building	\$ 15.00	04/28/15	14440	\$ 2,500.00	09/23/15
R60-15	04/23/15	Doug/Jan Scott	712-847-0341	918 Hiatt	Doug/Jan Scott	712-847-0341	New Privacy Fence	\$ 15.00	04/28/15	14439	\$ 2,000.00	07/23/15
R61-15	04/27/15	Mikel USA	712-847-0747	Do 1515 Ave Q	Mikel USA	712-847-0747	Roof, Siding, Windows	\$ 45.50	04/28/15	14433	\$ 10,000.00	07/27/15
R62-15	04/27/15	Dale/Linda Sellick	402-208-3012	100 CLC	Dale/Linda Sellick	402-208-3012	Replace Deck	\$ 23.00	05/06/15	14523	\$ 3,000.00	08/27/15
R63-15	04/28/15	Joe/Theresa Hawkins	712-347-5492	1001 Willow Dr	Joe/Teresa Hawkins	712-347-5492	Replace Deck	\$ 23.00	05/06/15	14525	\$ 3,000.00	08/28/15
R64-15	04/28/15	Pyramid Roofing	402-502-9300	1426 Lindwood	Justin Mathern	402-681-7355	Replace Roof/Siding	\$ 32.00	05/06/15	14524	\$ 5,914.00	07/28/15
R65-15	04/29/15	MIKEL USA	712-847-1000	3010 N 13th St	MIKEL USA	712-847-1000	Replace Roof	\$ 18.50	05/06/15	14522	\$ 3,500.00	06/29/15
R66-15	04/29/15	John Kusel KJ Field Services	515-491-3180	1330 Holiday Dr	National Advantage	515-491-3180	Replace Roof	\$ 18.50	05/06/15	14521	\$ 3,500.00	07/29/15
R67-15	04/30/15	McKinnis Roofing & Sheet N	402-426-2644	1326 Cachelin	Dennis/Deb Jenkins	402-350-3559	Replace Window	\$ 18.50			\$ 2,427.00	07/30/15

Commercial

C7-15	04/28/15	OCB Plumbing	402-915-2622	2510 Abbott Dr	SAR Associates	312-888-3081	Replacing Tub Drains	\$ 92.50	04/28/15	14441	\$ 5,000.00	10/28/15
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TOTAL: \$ 468.50

TOTAL: \$ 69,491.00

Dirt Haul Dirt Deposit
Permit Refunded

WATER UTILITY - ACCOUNTS IN ARREARS
May 12, 2015

<u>Account #</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>120 days</u>	<u>TOTAL</u>	
05-105700-02	67.21				67.21	
05-105750-07	94.05	5.64			99.69	
05-201100-06	39.02				39.02	
05-202150-02	21.88				21.88	
05-205750-02	38.01				38.01	
05-207200-03	34.39				34.39	
05-210300-07	30.00				30.00	
05-304850-07	88.44	76.36			164.80	
05-309000-01	80.42	99.36	17.99		197.77	Water Leak / Paying extra \$50 + bill
05-317000-04	81.26				81.26	
05-319700-03	84.39				84.39	
05-402750-05	101.76	62.14			163.90	
05-402950-06	29.16				29.16	
05-403450-01	79.58				79.58	
TOTALS	\$ 869.57	\$ 243.50	\$ 17.99	\$ -	\$ 1,131.06	

FINAL ACCOUNTS

May 12, 2015

<u>Account #</u>	<u>CURRENT</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>120 days</u>	<u>TOTAL</u>	<u>Final Date</u>	<u>Letter Sent</u>
05-202300-03	-	-	-	-	37.28	37.28	07/01/14	Has \$50 Dep
05-204350-01	63.16	73.16	-	-	-	136.32	5/15	
05-205400-02	60.60	-	-	-	-	60.60	5/15	
05-205450-17	-	-	-	-	86.33	86.33	12/01/14	LIEN 5/15
05-207200-02	-	-	-	82.02	39.18	121.20	01/16/15	LL 5/14/15
05-207350-05	-	69.30	84.42	35.17	-	188.89	03/03/15	05/15/15
05-208500-03	58.54	-	-	-	-	58.54	5/15	
05-210200-04	86.98	73.25	73.25	3.00	565.81	802.29	5/15	Water leak
05-211050-08	-	-	150.00	-	-	150.00	02/09/15	05/15/15
05-214800-04	-	73.71	84.58	82.68	2.19	243.16	01/06/15	LL 5/14/15
05-301500-01	-	58.42	61.04	-	-	119.46	01/09/15	LIEN 5/15
05-317100-05	-	-	-	-	119.49	119.49	Payments	
05-317150-04	-	-	-	56.25	603.36	659.61	11/14/14	LIEN 5/15
05-317720-04	91.35	96.54	-	-	-	187.89	01/05/15	LL 5/14/15
05-318100-05	42.14	77.25	73.25	-	-	192.64	02/02/15	to pay by 5/30
05-319650-04	-	-	-	77.25	199.39	276.64	2/15	05/15/15
05-401300-03	-	-	-	-	98.98	98.98	08/27/14	Collections
05-404050-04	-	-	-	69.90	5.88	75.78	12/31/14	LL 5/14/15
05-408950-06	108.51	-	-	-	-	108.51	5/15	
05-411300-12	94.14	-	-	-	-	94.14	02/27/15	05/15/15
						\$ 3,817.75		

COLLECTION ACCOUNTS

<u>Account #</u>	<u>CURRENT</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>120 days</u>	<u>TOTAL</u>		
05-101255-00	84.10	242.40	126.49	-	-	452.99	5/14	
05-201700-03	28.00	-	-	-	-	28.00	5/14	
05-205900-07	63.23	80.71	60.57	7.90	-	212.41	5/14	
05-210150-03	34.44	11.08	-	-	-	45.52	5/14	
05-212550-02	37.42	11.41	-	-	-	48.83	5/14	
05-213650-08	38.39	80.35	0.06	-	-	118.80	5/14	
05-302050-06	-	51.91	51.91	89.05	-	192.87	5/14	
05-310730-04	63.32	-	-	-	-	63.32	5/14	
05-312950-02	21.29	-	-	-	-	21.29	5/14	
05-317300-05	45.81	0.20	-	-	-	46.01	5/14	
05-319370-02	45.13	-	-	-	-	45.13	5/14	
05-319600-02	-	55.74	-	-	-	55.74	5/14	
05-320600-05	53.92	27.48	-	-	-	81.40	5/14	
05-321130-01	27.12	55.20	-	-	-	82.32	5/14	
05-321300-06	59.08	78.01	14.47	-	-	151.56	5/14	
05-401700-02	-	19.00	-	-	-	19.00	5/14	
05-405300-01	29.77	36.36	-	-	-	66.13	5/14	
05-405400-03	-	29.64	-	179.35	-	208.99	5/14	
05-405700-02	-	51.18	3.89	-	-	55.07	5/14	
05-409500-02	8.64	11.64	11.64	29.20	-	61.12	5/14	
05-410100-08	18.19	3.17	-	-	-	21.36	5/14	
05-411350-06	48.69	48.69	24.68	-	-	122.06	5/14	
05-510900-00	30.59	-	-	-	-	30.59	5/14	
						\$ 2,230.51		

ACCOUNTS PLACED AS LIENS

<u>Account #</u>	<u>CURRENT</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>120 days</u>	<u>TOTAL</u>	
05-004010-01	-	28.16	3.00	3.00	151.46	185.62	Jun-14
05-004010-01	25.16	3.00	3.00	-	-	31.16	Sep-14
05-074310-03	16.18	-	-	-	-	16.18	Sep-14
05-105300-00	19.31	23.66	20.66	181.65		245.28	Oct-13
05-105300-00	20.66	30.66	30.66	23.66	38.01	143.65	May-14
05-105300-00	20.66	20.66	23.66	23.66	6.00	94.64	Sep-14
05-106280-01	11.24	17.24	14.24	21.24	266.87	330.83	Sep-14
05-202300-02	-	88.94	89.00	36.62		214.56	Jan-14
05-202300-03	-	11.64	11.64	8.64	8.64	40.56	Jun-14
05-202600-01	34.54	82.02	71.58	-	-	188.14	Dec-14
05-203150-02	-	77.25	70.24	-	-	147.49	Nov-14
05-203900-04	8.28	84.06	74.54	63.85		230.73	Sep-13
05-204450-08	38.39	59.00	50.81	13.46		161.66	Feb-06
05-204700-03	-	48.69	48.69	51.35		148.73	Mar-12
05-205200-05	48.26	91.83	23.74	-		163.83	Nov-13
05-206900-02	56.70	66.12	4.07	-		126.89	Feb-12
05-207400-03	60.79	49.21	-	-		110.00	Sep-11
05-210200-00	-	-	-	26.62	-	26.62	May-15
05-210400-00	-	-	7.00	57.80		64.80	Oct-13
05-210400-00	17.36	-	-	20.36	3.00	40.72	Sep-14
05-210950-08	79.41	39.18	-	-	-	118.59	Sep-14
05-211100-14	32.57	83.44	35.81	-	-	151.82	Aug-14
05-211850-01	8.28	11.64	18.64	371.72		410.28	Oct-13
05-211850-01	8.64	25.64	11.64	8.64	12.00	66.56	May-14
05-211850-01	8.64	8.64	11.64	11.64	13.00	53.56	Sep-14
05-213050-06	41.69	56.56	59.24	5.21		162.70	Oct-09
05-214100-01	-	-	-	-	425.23	425.23	May-15
05-214650-01	-	11.64	71.57	171.07		254.28	Feb-13
05-214950-03	68.40	-	37.02	-	-	105.42	Jun-14
05-215850-03	-	56.74	8.08	-		64.82	Nov-13
05-303100-15	53.70	74.06	-	-	(50.00)	77.76	Sep-14
05-304750-02	56.26	76.30	58.17	-		190.73	May-13
05-304850-06	-	67.10	83.22	76.36	-	226.68	May-15
05-312000-03	(3.52)	45.21	45.21	97.67		184.57	Dec-05
05-319650-02	-	10.55	-	-	-	10.55	Jun-14
05-319650-03	-	20.52	74.06	-	-	94.58	Jun-14
05-321200-02	41.26	147.29	76.02	-		264.57	May-08
05-403750-03	399.25	84.06	84.06	84.06	634.29	1,285.72	Jun-14
05-405000-04	58.51	15.15	-	-		73.66	Sep-11
05-405950-01	8.28	15.64	11.64	52.48		88.04	Aug-13
05-407750-04	43.29	1.43	-	-		44.72	Oct-13
05-408350-04	-	-	-	-	116.92	116.92	May-15
05-410850-10	48.07	5.96	-	-	-	54.03	Aug-14
05-411250-03	-	25.90	179.20	521.59	-	726.69	Jun-14
05-411250-04	-	86.80	89.00	-	-	175.80	Nov-14
05-411900-04	-	88.83	88.83	20.83	-	198.49	Mar-14
05-412250-05	60.33	-	-	-	-	60.33	Sep-14
05-412350-03	-	-	8.64	11.64	17.28	37.56	Nov-14
						\$ 8,436.75	

OVERTIME AND COMPTIME REPORT

April 12, 2015

<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
BROCK GENTILE			
04/05/15	Cover shift	2	62.98
04/08/15	Court	3	94.47
		<u>5</u>	<u>\$ 157.45</u>
RONALD HANSEN			
04/03/15	STEP	9	\$ 334.26
	TOTAL POLICE OVERTIME:	14	\$ 491.71
<u>PARKS DEPT OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
RONNIE FISHER			
03/21/15	Field prep / Correct last payroll	2	37.92
	TOTAL PARKS OVERTIME:	2	\$ 37.92
	TOTAL ALL OVERTIME:	16	\$ 529.63

<u>COMPTIME EARNED:</u>		<u>HOURS</u>
BROCK GENTILE		
04/04/15	Cover shift	2 = 3
JON MEYER		
04/04/15	Cover Shift	2
04/05/15	Cover Shift	2
04/09/15	Report	3
		<u>7 = 10 1/2</u>
	TOTAL COMPTIME EARNED:	13 1/2 HRS

<u>COMPTIME USED:</u>		<u>HOURS</u>
BROCK GENTILE		
04/01/15		1 1/2
MATT OWENS		
04/01/15		1/2
NOAH SCHILLING		
04/10/15		2
	TOTAL COMPTIME USED:	4 HRS

<u>COMPTIME BALANCES:</u>		<u>HOURS</u>
JOSH DRISCOLL		20
BROCK GENTILE		3
RYAN GONSIOR		7 3/4
RONALD HANSEN		80
JON MEYER		16 3/4
MATT OWENS		76 1/4
NOAH SCHILLING		3 1/2
	TOTAL COMP BALANCES:	207 1/4

<u>ADMIN BALANCES:</u>		<u>HOURS</u>
CHRIS ETHEN		50
SHAWN KANNEDY		80
DOREEN MOWERY		70 3/4
RON ROTHMEYER		40
	TOTAL ADMIN BALANCES:	240 3/4

OVERTIME AND COMPTIME REPORT

April 26, 2015

<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
JOSH DRISCOLL			
04/18/15	STEP	6 1/2	\$ 250.32
BROCK GENTILE			
04/15/15	Court	3	\$ 94.47
TOTAL POLICE OVERTIME:		9 1/2	\$ 344.79
TOTAL ALL OVERTIME:		9 1/2	\$ 344.79

<u>COMPTIME EARNED:</u>		<u>HOURS</u>
RYAN GONSIOR		
04/13/15	Assist #903	1/2 = 3/4
TOTAL COMPTIME EARNED:		3/4 HR

<u>COMPTIME USED:</u>		<u>HOURS</u>
BROCK GENTILE		
04/22/15		3
RYAN GONSIOR		
04/22/15		5
JON MEYER		
04/19/15		2 1/2
MATT OWENS		
04/12/15		2
04/24/15		1/2
		<hr/>
		2 1/2
TOTAL COMPTIME USED:		13 HRS

<u>COMPTIME BALANCES:</u>		<u>HOURS</u>
JOSH DRISCOLL		20
BROCK GENTILE		0
RYAN GONSIOR		3 1/2
RONALD HANSEN		80
JON MEYER		14 1/4
MATT OWENS		73 3/4
NOAH SCHILLING		3 1/2
TOTAL COMP BALANCES:		195

<u>ADMIN HOURS USED:</u>		<u>HOURS</u>
DOREEN MOWERY		
04/15/15		1
04/21/15		3 1/2
		<hr/>
		4 1/2
RON ROTHMEYER		
04/16/15		8
04/17/15		8
04/20/15		8
04/21/15		8
04/22/15		8
		<hr/>
		40
TOTAL ADMIN HOURS USED:		44 1/2

<u>ADMIN BALANCES:</u>		<u>HOURS</u>
CHRIS ETHEN		50
SHAWN KANNEDY		80
DOREEN MOWERY		66 1/4
RON ROTHMEYER		0
TOTAL ADMIN BALANCES:		196 1/4

OVERTIME AND COMPTIME REPORT

May 10, 2015

<u>MAINTENANCE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
STANLEY OLSEN			
05/09/15	Fuel pump on K St pumpstation	2	\$ 50.46
DAMIAN ROTHMEYER			
04/29/15	Water break in mobile home park	3	59.13
05/07/15	Repair toilet at field #1	2	39.42
05/10/15	Fuel K st pump	2	39.42
		<u>7</u>	<u>\$ 137.97</u>
TOTAL MAINT OVERTIME:		9	\$ 188.43
<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
BROCK GENTILE			
04/15/15	STEP	3	\$ 94.47
TOTAL POLICE OVERTIME:		3	\$ 94.47
TOTAL ALL OVERTIME:		<u>12</u>	<u>\$ 282.90</u>

<u>COMPTIME USED:</u>	<u>HOURS</u>
RYAN GONSIOR	
05/02/15	3
JON MEYER	
05/03/15	2
TOTAL COMPTIME USED:	<u>5 HRS</u>

<u>COMPTIME BALANCES:</u>	<u>HOURS</u>
JOSH DRISCOLL	20
BROCK GENTILE	0
RYAN GONSIOR	1/2
RONALD HANSEN	80
JON MEYER	12 1/4
MATT OWENS	73 3/4
NOAH SCHILLING	3 1/2
TOTAL COMP BALANCES:	<u>190</u>

<u>ADMIN HOURS USED:</u>	<u>HOURS</u>
DOREEN MOWERY	
05/01/15	1 1/2
05/04/15	1/4
05/05/15	1/4
TOTAL ADMIN HOURS USED:	<u>2</u>

<u>ADMIN BALANCES:</u>	<u>HOURS</u>
CHRIS ETHEN	50
SHAWN KANNEDY	80
DOREEN MOWERY	64 1/4
RON ROTHMEYER	0
TOTAL ADMIN BALANCES:	<u>194 1/4</u>

RESOLUTION NO. _____

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Lisa Ruehle wages be set at \$26.16 per hour beginning May 25, 2015 to include longevity pay. Lisa has been employed by the City of Carter Lake for 20 years.

Recommended by: Employee Handbook

Passed and approved this 18th day of May, 2015.

Gerald Waltrip - Mayor

ATTEST:

Doreen Mowery, City Clerk

RESOLUTION NO. _____

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Mary Schomer's wages be set at \$14.31 per hour beginning April 27, 2015 to include longevity pay. Mary has been employed by the Carter Lake Library for 15 years.

Recommended by: Union Contract

Passed and approved this 18th day of May, 2015.

Gerald Waltrip - Mayor

ATTEST:

Doreen Mowery, City Clerk

RESOLUTION NO. _____

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Mark Hunter's wages be set at \$10.00 per hour beginning May 1, 2015. Mark has been employed as a part-time weed boat operator in the City of Carter Lake.

Recommended by: Gerald Waltrip - Mayor

Passed and approved this 18th day of May, 2015.

Gerald Waltrip - Mayor

ATTEST:

Doreen Mowery, City Clerk

RESOLUTION NO. _____

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Mark Eibes' wages be set at \$10.00 per hour beginning May 1, 2015. Mark has been employed as a part-time weed boat operator in the City of Carter Lake.

Recommended by: Gerald Waltrip - Mayor

Passed and approved this 18th day of May, 2015.

Gerald Waltrip - Mayor

ATTEST:

Doreen Mowery, City Clerk

RESOLUTION NO. _____

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Frederick Griggs' wages be set at \$10.00 per hour beginning May 1, 2015. Frederick has been employed as a part-time weed boat operator in the City of Carter Lake.

Recommended by: Gerald Waltrip - Mayor

Passed and approved this 18th day of May, 2015.

Gerald Waltrip - Mayor

ATTEST:

Doreen Mowery, City Clerk

RESOLUTION NO. _____

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Marcy Hawkins' wages be set at \$10.00 per hour beginning May 18, 2015. Marcy has been employed as a part-time janitor for City Hall and the Police Department in the City of Carter Lake.

Recommended by: Gerald Waltrip - Mayor

Passed and approved this 18th day of May, 2015.

Gerald Waltrip - Mayor

ATTEST:

Doreen Mowery, City Clerk

Monthly Report for April. 2015

Meals served 742

Volunteer Hours Performed 127

Activity Reports Attached

Needs for Center—N/A

Meetings—Site Council Meeting at Center was on April 15 / Mayor/ Manager's meeting –did not make it had a meeting with Connections.

Break down of meals= We served 742 meals in 22 days, 321 in house and 421 were homebound that avg. about 34 meals day.

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

Carter Lake Senior Center
 626 Locust St
 Carter Lake, IA 51510-1537

SENIOR CENTER:

DATE

April 2015

MANAGER'S SIGNATURE

Michelle Li

Date	Nutrition Program/Topic	Program Length	# Persons Attending
<i>4-6</i>	<i>Q. About Foodborne illness</i>	<i>.50</i>	<i>14</i>
<i>4-27</i>	<i>Why would I want to Eat Spinach</i>	<i>.50</i>	<i>13</i>
		<i>1.0 hr</i>	<i>27</i>
Date	Nutrition Handouts for Homebound Participants/Topic		# Sent
<i>4-15</i>	<i>Questions about Foodborne illness</i>		<i>18</i>
	<i>Why would I want to eat spinach</i>		<i>18</i>
Date	Wellness Programs/Topic-Blood Pressure, Exercise, etc.	Program Length	# Persons Attending
<i>3</i>	<i>Flexo, Stability, Mobility</i>	<i>.45</i>	<i>15</i>
<i>10</i>	<i>" "</i>		<i>17</i>
<i>17</i>	<i>" "</i>		<i>15</i>
<i>24</i>	<i>" "</i>		<i>16</i>
		<i>3.0 hr.</i>	<i>63</i>

TOTALS

MONTHLY SENIOR CENTER ACTIVITY REPORT
 SOUTHWEST 8 SENIOR SERVICES, INC.
 3319 NEBRASKA AVENUE

Council Bluffs, IOWA 51501
 Carter Lake Senior Center
 626 Locust St
 Carter Lake, IA 51510-1537

SENIOR CENTER: _____ DATE: April 2015

MANAGER'S SIGNATURE: Judith

Date	Nutrition Program/Topic	Program Length	# Persons Attending

Date	Nutrition Handouts for Homebound Participants/Topic	# Sent

Date	Wellness Programs/Topic-Blood Pressure, Exercise, etc.	Program Length	# Persons Attending
4-27	Cards	1.5	12
	Bingo	1.5	10
4-28	Cards	1.5	11
	Wine & Ment	1.5	4
4-29	Cards / Crafts	1.5	11
	Bingo	1.5	12
4-30	Cards	1.5	11
	Bingo	1.5	14
TOTALS		12.0	87

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: April 2015

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

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

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

Pancake Breakfast: Next Breakfasts are June 7 th 7:30-12:30 pm

4-7 Meetings: 6:30-Done	Officers 9 members, Mass 21 members, Smoke eaters 16 members
4-11 Fire training: 9-noon	Driver Ops 9 members
4-14 Fire training: 7-10pm	Driver Ops 15 members
4-21 EMS training: 7-10pm	Airway emergency 15 members & Driver Ops 16 members
4-28 Dive training: 7-10pm	Boat Ops/Diving 9 members

Safety and Response Report:

Safety Committee: Next Meeting is May 6 th and June 3 rd, 13:00 at City Hall. Please review Safety Minutes.

Total Calls for the month: 2015

372 total calls for 2014

EMS calls: 26

Fire calls: 6

Dive calls: 0

Smoke and Carbon Monoxide Detectors available, call the station @ 712-347-5900

Other: Additional Information for Mayor/Council and Citizens:

Preconstruction of the new truck is done, delivery should be around the end of the year.

We are recruiting new volunteers. If you would like to make a difference in the community please call to talk with us.

New airpacks/ breathing equipment were order 3-4-15. These should take a few months to get in.

Annual Smoke Eaters Poker Run is July 11th at VFW, Registration is 11:00 am, Check out our Facebook for more details.

Monthly Report - April, 2015

City Clerks' Office

Savings

Doreen's IMFOA conference fees were paid by IMFOA because she is a board member.

Accomplishments

Working on: Development agreements for potential development, RISE grant issues on PVS project, Fuel reports
 Deputy – insurance renewal
 Clerk Asst. – Dog tags, stamps sales

Meetings

04-13-15 Lisa – Planning Board meeting
04-20-15 Doreen - Regular Council meeting
04-27-15 Special Planning Board Meeting - Doreen

Misc.

04-01 to 04-10 Doreen – Vacation Days
04-10 & 04-13 Bobbie Vacation
04-15-15 Dept Head meeting – clerk excluded
04-15 to 04-17 Doreen & Lisa at IMFOA
04-24 & 04-27 Lisa Vacation

Mayor interviewed applicants for cleaning person and senior center van driver.

Carter Lake Community Resource Center										
Program Report										
January-2015										
<u>Hours</u>		<u>Amount</u>								
Director - D		175.5								
Prevention Coordinator - PC		180.5								
Office Coordinator - OC		74.0								
Coordinator Assistant - CA										
<u>Mileage</u>		<u>Amount</u>								
City Van		14.0								
Director - D		91.9								
Prevention Coordinator - PC		184.0								
Coordinator Assistant - CA										
<u>Meetings</u>		<u>Date</u>	<u>D</u>	<u>PC</u>	<u>OC</u>	<u>CA</u>	<u>Activity #</u>	<u>Output #</u>	<u>Outcome #</u>	<u>Extra Info.</u>
Youth and Families Steering		1/6/15	x				1	1	1 & 7	
Prevention Means Progress - EC		1/12/15	x				4		4 & 5	
Department Head Meeting		1/13/15	x							
Parade & Festival Meeting		1/13/15	x	x	x					
Budget Meeting - City		1/23/15	x							
Prevention Means Progress		1/26/15	x				4		4 & 5	
Prevention Coalition		1/27/15	x	x	x					
<u>Events & Activities</u>		<u>Date</u>	<u># Youth</u>	<u># Adult</u>	<u>Total #</u>	<u>IWF</u>	<u>Activity #</u>	<u>Output #</u>	<u>Outcome #</u>	<u>Extra Info.</u>
Inside Carter Lake		1/1/15			1520		All	All	All	
Teen Scene		1/1/15	300		300		6	3	1 & 6	
Teen Scene Jr.		1/1/15	51		51		6	3	1 & 6	
CL Leaders In Training		1/5/15	16	2	18		6.1	3	1, 5 & 6	
CL Youth Leaders		1/5/15	4	1	5		6.1	3	1, 5 & 6	
Cooking Class - PK - 1st		1/6/15	50	3	53	x	7.1	4	1	
Game Day		1/8/15	31	3	34		6.2	3	1, 5 & 6	
CL LIA & YL Volunteer		1/8/15	7	2	9		6.2	3	1, 5 & 6	Bake Sale Prep. - #2

Youth Groups Bake Sale	1/10/15	8	4	12			6.2	3	1, 5 & 6	at Optimist Soup and Chili
CL Leaders In Training	1/12/15	19	2	21			6.1	3	1, 5 & 6	
CL Youth Leaders	1/12/15	4	1	5			6.1	3	1, 5 & 6	
Cooking Class - 2nd - 5th	1/13/15	49	3	52		x	7.1	4	1	
CL Leaders In Action	1/14/15	2	1	3			6.1	3	1, 5 & 6	
Game Day	1/15/15	33	3	36			6.2	3	1, 5 & 6	
Family Bingo and Dinner Night	1/16/15	79	74	153		x	1.2	1	1	School Gym
Youth Group Outing	1/19/15	12	2	14			6.1	3	1, 5 & 6	Movies
Craft Class - PK - 1st	1/20/15	37	3	40		x	7.1	4	1	
Move It - To Lose It Challenge	1/20/15		3			x	8.2	6	7	Informational Meeting
CL Leaders In Action	1/21/15	3	1	4			6.1	3	1, 5 & 6	
Game Day	1/22/15	35	3	38			6.2	3	1, 5 & 6	
Move It - To Lose It Challenge	1/22/15		13			x	8.2	6	7	Informational Meeting
CL Leaders In Training	1/26/15	20	2	22			6.1	3	1, 5 & 6	
CL Youth Leaders	1/26/15	4	1	5			6.1	3	1, 5 & 6	
Craft Class - 2nd - 5th	2/27/15	33	3	36		x	7.1	4	1	
Move It - To Lose It Challenge	1/27/15		16			x	8.2	6	7	
CL Leaders In Action	1/28/15	3	1	4			6.1	3	1, 5 & 6	
Game Day	1/29/15	31	3	34			6.2	3	1, 5 & 6	
Move It - To Lose It Challenge	1/29/15		16			x	8.2	6	7	

<u>Volunteers</u>	<u>Project Description</u>	<u># Volunteers</u>	<u># Hours</u>	<u>Total # of Hours</u>	<u>Extra Information</u>
Citizen's Patrol					
Coalition Members	Family Bingo & Dinner Night	4	2.5	10	
Adult Volunteers	Family Bingo & Dinner Night	4	2.5	10	
Youth Volunteers	Family Bingo & Dinner Night	3	2.5	7.5	
Coalition Members	Coalition Meeting	7	1	7	
Adult Volunteers	Game Days	4	1.5	6	4 Game Days
Adult Volunteers	Cooking & Craft Classes	4	1	4	4 Classes
Coalition Volunteer	Baking - Bake Sale Prep	1	2.5	2.5	
Adult Volunteers	Bake Sale	2	6	12	

<u>Training / Events</u>	<u>Date</u>	<u>Location/Where</u>	<u>Activity #</u>	<u>Output #</u>	<u>Outcome #</u>	<u>Extra Info.</u>

<u>Services Provided</u>	<u>Incoming</u>	<u>Outgoing</u>	<u>Site Visits</u>	<u>Extra Info.</u>
Alcohol - TIPS	2	1		
Christmas Basket	2	0		

Carter Lake Community Resource Center										
Program Report										
February-2015										
<u>Hours</u>		<u>Amount</u>								
Director - D		162.5								
Prevention Coordinator - PC		160.0								
Office Coordinator - OC		61.0								
Coordinator Assistant - CA										
<u>Mileage</u>		<u>Amount</u>								
City Van		33.4								
Director - D		58.4								
Prevention Coordinator - PC		93.8								
Coordinator Assistant - CA										
<u>Meetings</u>	<u>Date</u>	<u>D</u>	<u>PC</u>	<u>OC</u>	<u>CA</u>	<u>Activity #</u>	<u>Output #</u>	<u>Outcome #</u>	<u>Extra Info.</u>	
Budget Meeting - City	2/9/15	x								
Department Head Meeting	2/10/15	x								
Budget Meeting - City	2/12/15	x								
PTO Meeting	2/23/15	x								
Prevention Coalition	2/24/15	x	x	x						
Citizen Meeting	2/24/15	x								
Budget Meeting - City	2/25/15	x								
<u>Events & Activities</u>	<u>Date</u>	<u># Youth</u>	<u># Adult</u>	<u>Total #</u>	<u>IWF</u>	<u>Activity #</u>	<u>Output #</u>	<u>Outcome #</u>	<u>Extra Info.</u>	
Inside Carter Lake	2/1/15			1520		All	All	All		
Teen Scene	2/1/15	300		300		6	3	1 & 6		
Teen Scene Jr.	2/1/15	51		51		6	3	1 & 6		
Cooking Class - PK - 1st	2/3/15	39	3	42	x	7.1	4	1		
Move It - To Lose It Challenge	2/3/15		12		x	8.2	6	7		
Game Day	2/5/15	34	3	37		6.2	3	1, 5 & 6		
Move It - To Lose It Challenge	2/5/15		12		x	8.2	6	7		
Smiles Program - School	2/6/15	10	3	13						

CL Leaders In Training	2/9/15	22	2	24			6.1	3	1, 5 & 6	
CL Youth Leaders	2/9/15	3	1	4			6.1	3	1, 5 & 6	
School Patrol Award Party	2/9/15	30	2	32						
Cooking Class - 2nd - 5th	2/10/15	48	3	51		x	7.1	4	1	
Move It - To Lose It Challenge	2/10/15		11			x	8.2	6	7	
Game Day	2/12/15	35	3	38			6.2	3	1, 5 & 6	
Move It - To Lose It Challenge	2/12/15		11			x	8.2	6	7	
CL YL & YIA Outing	2/13/15	10	3	13		x	6.1	3	1, 5 & 6	
Coupon Class	2/17/15		33	33		x	2.2	11	2	
Move It - To Lose It Challenge	2/17/15		14			x	8.2	6	7	
Game Day	2/19/15	41	3	44			6.2	3	1, 5 & 6	
Move It - To Lose It Challenge	2/19/16		16			x	8.2	6	7	
Family Movie and Dinner Night	2/20/15	57	53	110		x	1.2	1	1	City Hall
CL Leaders In Training	2/23/15	20	1	21			6.1	3	1, 5 & 6	
CL Youth Leaders	2/23/15	4	1	5			6.1	3	1, 5 & 6	
Move It - To Lose It Challenge	2/24/15		11			x	8.2	6	7	
Game Day	2/26/15	50	3	53			6.2	3	1, 5 & 6	
Move It - To Lose It Challenge	2/26/15		12			x	8.2	6	7	

<u>Volunteers</u>	<u>Project Description</u>	<u># Volunteers</u>	<u># Hours</u>	<u>Total # of Hours</u>	<u>Extra Information</u>
Citizen's Patrol					
Coalition Members	Family Movie & Dinner Night	4	3	12	
Adult Volunteers	Family Movie & Dinner Night	1	3	3	
Youth Volunteers	Family Movie & Dinner Night	7	2.5	17.5	
Coalition Members	Coalition Meeting	5	1	5	
Adult Volunteers	Game Days	4	1.5	6	4 Game Days
Adult Volunteers	Cooking & Craft Classes	4	1	4	4 Classes

<u>Training / Events</u>	<u>Date</u>	<u>Location/Where</u>	<u>Activity #</u>	<u>Output #</u>	<u>Outcome #</u>	<u>Extra Info.</u>
Structure & Clear Limits	2/12/15	New Horizons Church				
Community Building	2/12/15	New Horizons Church				
Childrens Hospital Grant	2/26/15	Childrens Hospital	9	6	7	

<u>Services Provided</u>	<u>Incoming</u>	<u>Outgoing</u>	<u>Site Visits</u>	<u>Extra Info.</u>
Alcohol - TIPS	0	0		
Christmas Basket	0	0		
City Info.	2	1		

Carter Lake Community Resource Center									
Program Report									
March-2015									
<u>Hours</u>		<u>Amount</u>							
Director - D		176.0							
Prevention Coordinator - PC		178.5							
Office Coordinator - OC		66.5							
Coordinator Assistant - CA									
<u>Mileage</u>		<u>Amount</u>							
City Van		0.0							
Director - D		30.4							
Prevention Coordinator - PC		194.2							
Coordinator Assistant - CA									
<u>Meetings</u>	<u>Date</u>	<u>D</u>	<u>PC</u>	<u>OC</u>	<u>CA</u>	<u>Activity #</u>	<u>Output #</u>	<u>Outcome #</u>	<u>Extra Info.</u>
Department Head Meeting	3/10/15	x							
City Council Meeting	3/23/15	x							
Prevention Coalition	3/31/15	x	x						
<u>Events & Activities</u>	<u>Date</u>	<u># Youth</u>	<u># Adult</u>	<u>Total #</u>	<u>IWF</u>	<u>Activity #</u>	<u>Output #</u>	<u>Outcome #</u>	<u>Extra Info.</u>
Inside Carter Lake	3/1/15			1520		All	All	All	
Teen Scene	3/1/15	300		300		6	3	1 & 6	
Teen Scene Jr.	3/1/15	51		51		6	3	1 & 6	
CL Leaders In Training	3/2/15	23	2	25		6.1	3	1, 5 & 6	
Cooking Class - PK - 1st	3/3/15	42	3	45	x	7.1	4	1	
Move It - To Lose It Challenge	3/3/15		11		x	8.2	6	7	
Game Day	3/5/15	33	3	36		6.2	3	1, 5 & 6	
Move It - To Lose It Challenge	3/5/15		12		x	8.2	6	7	
PTO - Celebrity Door Judge	3/6/15								Michelle participated
Cooking Class - 2nd - 5th	3/10/15	38	3	41	x	7.1	4	1	
Move It - To Lose It Challenge	3/10/15		12		x	8.2	6	7	
Game Day	3/12/15	39	3	42		6.2	3	1, 5 & 6	

Move It - To Lose It Challenge	3/12/15		14			x	8.2	6	7	
CL Leaders In Training	3/16/15	19	2	21			6.1	3	1, 5 & 6	
RAK Week - Classroom Activity	3/17/15	394		394		x	7.2	1	2	
RAK Week - Staff Activity	3/17/15		58	58		x	7.2	1	2	
Craft Class - PK - 1st	3/17/15	31	3	34		x	7.1	4	1	
Move It - To Lose It Challenge	3/17/15		11			x	8.2	6	7	
RAK Week - Classroom Activity	3/18/15	394		394		x	7.2	1	2	
RAK Week - Staff Activity	3/18/15		58	58		x	7.2	1	2	
RAK - Grand Friends Day	3/18/15	140	173	313		x	7.2	1	1	
RAK Week - Classroom Activity	3/19/15	394		394		x	7.2	1	2	
RAK Week - Staff Activity	3/19/15		58	58		x	7.2	1	2	
Family Dinner Night	3/19/15	86	63	149		x	7.2	1	1	Book Fair & Math Night
Move It - To Lose It Challenge	3/19/15		11			x	8.2	6	7	
RAK Week - Classroom Activity	3/20/15	394		394		x	7.2	1	2	
RAK Week - Staff Activity	3/20/15		58	58		x	7.2	1	2	
Family Bingo and Dinner Night	3/20/15	94	72	166		x	1.2	1	1	School Gym
CL Leaders In Training	3/23/15	22	2	24			6.1	3	1, 5 & 6	
Craft Class - 2nd - 5th	3/24/15	22	3	25		x	7.1	4	1	
Move It - To Lose It Challenge	3/24/15		9			x	8.2	6	7	
Game Day	3/26/15	36	3	39			6.2	3	1, 5 & 6	
Move It - To Lose It Challenge	3/26/15		13			x	8.2	6	7	
CL Leaders In Training	3/30/15	21	2	23			6.1	3	1, 5 & 6	
CL Youth Leaders	3/30/15	2	1	3			6.1	3	1, 5 & 6	
Move It - To Lose It Challenge	3/31/15		14			x	8.2	6	7	

<u>Volunteers</u>	<u>Project Description</u>	<u># Volunteers</u>	<u># Hours</u>	<u>Total # of Hours</u>	<u>Extra Information</u>
Citizen's Patrol					
Coalition Members	Family Bingo & Dinner Night	5	2	10	
Adult Volunteers	Family Movie & Dinner Night	3	2	6	
Youth Volunteers	Family Movie & Dinner Night	2	1.5	3	
Coalition Members	Coalition Meeting	5	1	5	
Adult Volunteers	Game Days	3	1.5	4.5	3 Game Days
Adult Volunteers	Cooking & Craft Classes	4	1	4	4 Classes
Adult Volunteers	Grandfriends Day	1	5	5	
Coalition Volunteer	Family Dinner/Book Fair/Math Night	1	2.5	2.5	

<u>Training / Events</u>	<u>Date</u>	<u>Location/Where</u>	<u>Activity #</u>	<u>Output #</u>	<u>Outcome #</u>	<u>Extra Info.</u>
CPR Training - City	3/11/15	City Hall				

Safety Online Training	3/31/15									
<u>Services Provided</u>	<u>Incoming</u>	<u>Outgoing</u>	<u>Site Visits</u>							<u>Extra Info.</u>
Alcohol - TIPS	0	0								
Christmas Basket	0	0								
City Info.	4	4	4							
Cooking Class	4	0	6							
Craft Class	5	0	3							
Family/Movie Bingo	7	4	2							
Inside Carter Lake	19	9	4							
Misc. Event / Activity	7	3	7							
Parade & Festival	14	12								
School Info.	12	3								
Social Services	2	0								
Summer Fun	0	0								
Youth Programming	6	6	4							

Carter Lake Community Resource Center										
Program Report										
April-2015										
<u>Hours</u>		<u>Amount</u>								
Director - D		176.0								
Prevention Coordinator - PC		177.0								
Office Coordinator - OC		57.0								
Coordinator Assistant - CA										
<u>Mileage</u>		<u>Amount</u>								
City Van		31.8								
Director - D		96.4								
Prevention Coordinator - PC		128.4								
Coordinator Assistant - CA										
<u>Meetings</u>	<u>Date</u>	<u>D</u>	<u>PC</u>	<u>OC</u>	<u>CA</u>	<u>Activity #</u>	<u>Output #</u>	<u>Outcome #</u>	<u>Extra Info.</u>	
Youth & Families Steering	4/7/15	x								
PMP Executive Meeting	4/13/15	x								
Department Head Meeting	4/14/15	x								
PMP Meeting	4/27/15	x								
Prevention Coalition	4/28/15	x	x							
<u>Events & Activities</u>	<u>Date</u>	<u># Youth</u>	<u># Adult</u>	<u>Total #</u>	<u>IWF</u>	<u>Activity #</u>	<u>Output #</u>	<u>Outcome #</u>	<u>Extra Info.</u>	
Inside Carter Lake	4/1/15			1520		All	All	All		
Cooking Class - PK - 1st	4/7/15	18	3	21	x	7.1	4	1		
Move It - To Lose It Challenge	4/7/15		12		x	8.2	6	7		
Game Day	4/9/15	44	3	47		6.2	3	1, 5 & 6		
Move It - To Lose It Challenge	4/9/15		12		x	8.2	6	7		
CL Leaders In Training	4/13/15	19	2	21		6.1	3	1, 5 & 6		
Cooking Class - 2nd - 5th	4/14/15	31	3	34	x	7.1	4	1		
Move It - To Lose It Challenge	4/15/15		15		x	8.2	6	7		
Laundry Love Event	4/15/15	37	65	102						Youth & Families - 38 Families
Game Day	4/16/15	40	3	43		6.2	3	1, 5 & 6		

Iowa West Foundation Grant Information – April 2015

Prepared for Carter Lake Mayor and City Council by the CLCRC

Traditional Grant Program and Foundation Initiatives

The Iowa West Foundation seeks to create a community where families want to live and businesses choose to locate because of its quality of life and standard of living. To accomplish this, the Foundation implements a traditional grant program that addresses key strategic priorities in place-making, economic development, education and healthy families.

Proposals are accepted three (3) times a year for program, general operating, and capital project support. Please note that we do not fund endowments.

In addition to the grants program, the Foundation takes a proactive funding approach to community concerns through Initiatives. Specifically, Initiatives enable the Iowa West Foundation to proactively implement strategies that result in long-term, community-level outcomes and transformative impact. An Initiative has three key components: 1) it meets a critical need voiced by the community; 2) it supports a strategic focus area established by the Foundation; and, 3) community leaders work in partnership to develop a comprehensive response to the stated need. Funding proposals are not accepted for Initiatives.

Take a look at our focus areas to get an idea of the kinds of grant requests we fund. This will help you determine if your application is likely to succeed.

Focus Areas

Healthy Families

The Foundation places a priority on programs that strengthen families, foster essential life skills and address critical human/social service needs in our community while helping individuals reach their full potential. Examples of such programs include proposals that address the following: family stability, hunger, emergency/transitional housing, teenage pregnancy prevention, child abuse and mental health.

We would apply for the second cycle. Letter of inquiry due June 15. Application due July 15. Announcement and funding to begin mid to late September – first week of October.

Activities and Events currently being funded by the current IWF grant and we would be seeking funding for:

Family/Community Enrichment Activities

Adult Education Opportunities

Parenting Classes

Summer Fun Programming

Health Initiatives

ATOD Training, Meetings, etc.

Youth Programming

Environmental Strategies - Youth & Community

April Monthly Report

5/8/15

Hello Everyone,

This month has been a busy one. Along with our normal maintenance work these are things we worked on.

storm drain at 9th and Ave P

Rebuilt the storm outlet on Shoale Drive.

Installed the plastic in the fence in the back of the Maintenance Lot.

Built Frames for the Library.

Worked on Weed Harvesters.

Installed Benches at 13th and Ave Q.

Installed Pump in Eagle Fountain and cleaned it up.

Worked on bus for seniors center to replace the one that quit running.

I have 2 of my guys running weed harvesters now so it limits what we can get done until the new guys start .

Carter Lake Parks and Recreation Monthly

Report April 2015

- Different day to day routine and duties throughout the month – trash removal Mondays and Fridays
- Mow all city parks – baseball fields – and properties – also trim
- Edge base paths all 3 fields
- Started baseball games for 9-10 11-12 13-14 – younger teams have started practice
- Clean park restrooms Monday - fridays
- Place and order all uniforms – younger kids
- Spring soccer – ordered trophies for kids
- Seniors croquet/bocce ball every Thursday at Mabrey park
- Weed locust island, library rain garden, locust street property- mabrey park – spot spray as well
- PAL LEAGUE – WESTSIDE LEAGUE – MENS LEAGUE – MABL LEAGUE – RALSTON LEAGUE – OMAHA LIGHTNING- OMAHA BULLS - ALL RENTING BASEBALL FIELDS
- Finished scheduling for younger teams
- Triple crown field rentals for june
- Weed out planters and P street garden.

Next Park Board Meeting : May

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

Chris Ethen

402-659-4475 Cell

712-847-0536 Office

chris.ethen@carterlake-ia.gov

May 2015

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

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Apr 26	27	28	29	30	May 1	2
4/26 - 5/1							
	3	4	5	6	7	8	9
5/3 - 8	8:00am 8:30am Mabrey - Park - Sandy Chevez 10 -10			1:00pm 1:30pm Safety Meeting in conference room off council chambers			2:30pm 6:30pm Tawanna Washington - Mabrey Park
	10	11	12	13	14	15	16
5/10 - 15		7:00pm 9:00pm Planning Bd Mtg					
	17	18	19	20	21	22	23
5/17 - 22	MABREY	7:00pm 9:00pm Council Meeting				12:00pm 3:00pm Parks & Rec - Host senior movie	
	24	25	26	27	28	29	30
5/24 - 29							8:30am 9:00am Mabrey Park 9 to 6 - Tery Lessley - 402-686-7880 Lrg Pavillion Only
	31	Jun 1	2	3	4	5	6
5/31 - 6/5							

June 2015

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

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 31 - Jun 6	May 31	Jun 1	2	3	4	5	6
				1:00pm 1:30pm Safety Meeting in conference room off council chambers		3:00pm 3:30pm Parade and Festival Weekend	8:30am 9:00am PARADE AND FESTIVAL
Jun 7 - 13	7	8	9	10	11	12	13
	MABREY	7:00pm 9:00pm Planning Bd Mtg		9:00am 9:30am Afternoon at the movies - RC in Council Chambers			MABREY MABREY
Jun 14 - 20	14	15	16	17	18	19	20
	8:00am 8:30am MABREY	7:00pm 9:00pm Council Meeting		9:00am 9:30am Afternoon at the movies - RC in Council Chambers			8:00am 8:30am Possible rain date for the May 30 - Othello
Jun 21 - 27	21	22	23	24	25	26	27
				9:00am 9:30am Afternoon at the movies - RC in Council Chambers			
Jun 28 - Jul 4	28	29	30	Jul 1	2	3	4

APPLICATION FOR SOLID WASTE COLLECTOR'S PERMIT

A QUIK DUMP

Name: _____

Address: 216 North Adams Papillion, NE

A. Type of Business: (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Publicly Traded Corporation |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Non-Profit Association |
| <input checked="" type="checkbox"/> Privately-Held Corporation | <input type="checkbox"/> Municipality |

B. List all Persons having financial interest or control in the business. List all partners, officers, directors, and shareholders owning 10% or more stock. Sole proprietors shall also include their spouse even if the spouse owns 0% interest. If not married, write "No Spouse".

Name	Complete Home Address (Include City, State, & Zip)	Percent of Ownership
John B Fitch Jr	19314 Jesup Ave Pacific Junction, IA 51561	33 1/3%
Christine Fitch	11	33 1/3%
John B Fitch III	2207 S 57th Omaha, NE 68106	33 1/3%

You must show 100% ownership of the business. Failure to list all interested parties is unlawful and constitutes grounds for denial or revocation of the permit. (Attach additional sheets, if necessary.)

C. Equipment- Please list the complete number and type of collection, transportation equipment that will be used.

Number of Vehicles	Type of Collection	Transportation Equipment to be used
2	roll-off	heavy duty P.U.

APPLICATION FOR SOLID WASTE COLLECTOR'S PERMIT

Name: A1 CONTAINERS
 Address: 1806 N 13th Omaha NE 68110

A. Type of Business: (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Publicly Traded Corporation |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Non-Profit Association |
| <input checked="" type="checkbox"/> Privately-Held Corporation | <input type="checkbox"/> Municipality |

B. List all Persons having financial interest or control in the business. List all partners, officers, directors, and shareholders owning 10% or more stock. Sole proprietors shall also include their spouse even if the spouse owns 0% interest. If not married, write "No Spouse".

Name	Complete Home Address (Include City, State, & Zip)	Percent of Ownership
John B Fitch Jr	19413 Jesup Ave Pacifi. Junction IA 51561	50
Christine M. Fitch	"	50

You must show 100% ownership of the business. Failure to list all interested parties is unlawful and constitutes grounds for denial or revocation of the permit. (Attach additional sheets, if necessary.)

C. Equipment- Please list the complete number and type of collection, transportation equipment that will be used.

Number of Vehicles	Type of Collection	Transportation Equipment to be used
3	roll-off C+D	roll-off
	+house hold Clean-up	

From: [Carter Lake Fire Department](#)
To: [Doreen Mowery](#)
Subject: bond
Date: Wednesday, May 13, 2015 11:28:09 AM

Please put the following items on the agenda for the Council meeting for me for approval, please and thanks

Garage Doors and Openers and Electrical hookup
Fill station with rit packs/tanks
Doors- Keyless entry

Phillip J Newton

City Fire and Safety Coordinator
Fire Investigator / Inspector

950 Locust Street
Carter Lake, Iowa 51510
Station # 712-347-5900
Station E-mail - clfire@carterlake-ia.gov
Phill's E-mail - phill.newton@carterlake-ia.gov

Agenda

City of the Year

School Draining Problems

Keep us here

~~Letter to the Com~~

Sewer Mains that never
got lined after 1993. We need
to finish this project that stopped in 1993

~~180 Draining~~ Maining Com

~~Draining~~ Dr Way

APPT Bd of a just

From: [Thornton,Joseph](#)
To: [Doreen Mowery](#); [Nice,Susan](#)
Subject: RE: Owen Parkway Subdivision
Date: Wednesday, May 13, 2015 4:42:25 PM

The fiber optic agreement on the right of way.

From: Doreen Mowery [mailto:Doreen.Mowery@carterlake-ia.gov]
Sent: Wednesday, May 13, 2015 4:09 PM
To: Thornton,Joseph; Nice,Susan
Subject: FW: Owen Parkway Subdivision

Joe - Didn't see where you received this information.
I am working on the agenda for Monday. Items?

Doreen Mowery
City Clerk
City of Carter Lake
950 Locust St.
Carter! Lake, IA 51510
Office: 712-847-0534
Fax: 712-347-5454
www.carterlake-ia.gov

From: Barry Palmer
Sent: Monday, May 11, 2015 10:52 AM
To: Gerald Waltrip (gerald.waltrip@carterlake-ia.gov); Doreen Mowery; Ron Rothmeyer (Ron.Rothmeyer@carterlake-ia.gov); Phill Newton
Subject: FW: Owen Parkway Subdivis! ion
&! nbsp;

From: Richard Onnen [<mailto:ronnen@eacg.com>]
Sent: Friday, May 08, 2015 3:14 PM
To: Eric Neff; Mike Works; Daly, Gerard <gdaly@cbre-mega.com> (gdaly@cbre-mega.com); Chris Heese
Cc: Todd Hesson; Eric Schaben; jdthornton@smithpeterson.com; Barry Palmer
Subject: Owen Parkway Subdivision

Attached is the signed ALTA survey. There is still work to do to get the property in position for real estate closing. In an attempt to sort through what needs to happen, Barry directed me to Joan at the Pottawattamie County register of deeds. What I learned from her this morning is that Lot Splits or Lot Line Adjustments are not executed until a deed is filed with an attached legal description. So, nothing has been recorded to date that would redefine the property lines. She also indicated that since a portion of Lots 1 and 5 will change hands, deeds need to be filed for those properties as well.

In addition to redefining property lines, the existing utility easements that were dedicated with the original plat need to be released and new easements recorded so that utility services can to be

extended to the individual lots. OPPD is indicated a willingness ! to release the easements; but, only if a replat is filed.!

So, the options consider are...

1. Replat all of lots 1 thru 5 under current ownership. This is similar in scope to what I had included in our original proposal. The hotel lots would be defined by the plat, and the real estate transfer could simply reference the lot numbers. Once the plat is filed, easement releases would be filed by the utility companies for those defined on the original plat. This produces, by far, the cleanest title for the property. As previously mentioned, to complete the plat I will need to be provided with a new title report that covers all 5 existing lots. The down side is that the plat approval process with likely ! take 30 to 60 days.
2. Define the real estate transfer by metes and bounds legal descriptions.
 - a. This requires preparing legal descriptions for each of the 4 new parcels that currently make up lots 1 thru 5 – the two hotel lots, the remainders of Lot 1, and the remainder of Lot 5. A deed would need to be filed on each property. Those being retained by RFO, LLC would have to be deeded from RFO to RFO in order for the property boundary change to be recognized. I assume the lender will ! want a new title report covering all of the property changing! hands.& nbsp;
 - b. Then to take care of the easements, a re-plat would need to be filed with all lien holders signing. New easements would show up on the new plat, the old released by separate document. Another new title report – prepared after closing – will be necessary to complete this plat document.

I am also told that the building permit submittal needs to be accompanied by a “certified survey of the property”. Since Lots 1 and 5 were not included in the bounds of the ALTA document attached, it does not technically cover all of the property being considered for building permit. So, that document likely need! s to be revised as well.

Much of the work described above is beyond the scope of our contract. Here is a list of additional fees being requested:

1. Redrafting ALTA survey to include Lots 1 and 5; \$900
2. Expanding the re-plat boundary to include Lots 1 and 5: \$1000
3. Preparing metes and bounds legal descriptio! ns (4 completed so far, 4 more required) 8 @ \$350 each = \$2,80! 0.00

At this point, I need some direction on how to proceed.

Rick Onnen, P.E.
Project Manager
Engineering Answers

E & A Consulting Group, Inc. www.eacg.com

7130 South 29th Street Lincoln, NE 68516 • Ph: 402-420 7217 • Cell: 402-525-5665 • Fax: 402-420-7218

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From: [Thornton,Joseph](#)
To: [Doreen Mowery](#)
Cc: [Nice,Susan](#)
Subject: FW: Fiber Optic Installation at Carter Lake, IA
Date: Wednesday, May 13, 2015 4:25:41 PM
Attachments: [Carter Lake, IA Right of Way Agreement.pdf](#)
[image001.png](#)

From: Rosalyn Beavers [mailto:Rosalyn.Beavers@upnfiber.com]
Sent: Wednesday, May 13, 2015 11:20 AM
To: Thornton,Joseph
Cc: Nice,Susan; Ronda Plummer
Subject: RE: Fiber Optic Installation at Carter Lake, IA

Mr. Thornton,

Attached is a proposed agreement for right of way access in Carter Lake with a one-time fee \$.10/linear foot due at the execution of the agreement and an annual management fee of \$0.015/linear foot.

Thanks,

Rosalyn Beavers
Property Administrator
[W] 816.368.9033
[C] 816.518.8322
rosalyn.beavers@upnfiber.com
www.uniteprivatenetworks.com



From: Thornton,Joseph [mailto:JDThornton@smithpeterson.com]
Sent: Tuesday, May 05, 2015 5:01 PM
To: Rosalyn Beavers
Cc: Nice,Susan; Ronda Plummer
Subject: RE: Fiber Optic Installation at Carter Lake, IA

I still don't see an annual fee in the agreement. What annual fee would you agree to pay? Joe

From: Rosalyn Beavers [mailto:Rosalyn.Beavers@upnfiber.com]
Sent: Tuesday, May 05, 2015 4:59 PM
To: Thornton,Joseph
Cc: Nice,Susan; Ronda Plummer
Subject: RE: Fiber Optic Installation at Carter Lake, IA

Mr. Thornton,

Attached is an agreement for right of way access for review and approval.

Thanks,

Rosalyn Beavers

Property Administrator

[W] 816.368.9033

[C] 816.518.8322

rosalyn.beavers@upnfiber.com

www.uniteprivatenetworks.com



From: Thornton,Joseph [<mailto:JDThornton@smithpeterson.com>]

Sent: Tuesday, May 05, 2015 4:49 PM

To: Rosalyn Beavers

Cc: Nice,Susan; Ronda Plummer

Subject: RE: Fiber Optic Installation at Carter Lake, IA

Rosalyn, why don't you propose what you would be willing to do and I will talk to my client. Joe

From: Rosalyn Beavers [<mailto:Rosalyn.Beavers@upnfiber.com>]

Sent: Tuesday, May 05, 2015 4:41 PM

To: Thornton,Joseph

Cc: Nice,Susan; Ronda Plummer

Subject: RE: Fiber Optic Installation at Carter Lake, IA

Mr. Thornton,

Is there a good day/time to discuss the terms of the right of way agreement?

Thanks,

Rosalyn Beavers

Property Administrator

[W] 816.368.9033

[C] 816.518.8322

rosalyn.beavers@upnfiber.com

www.uniteprivatenetworks.com



From: Rosalyn Beavers

Sent: Tuesday, April 28, 2015 9:20 AM

To: 'Thornton,Joseph'

Cc: Nice,Susan; Ronda Plummer

Subject: RE: Fiber Optic Installation at Carter Lake, IA

Good Morning Mr. Thornton,

Unite Private Networks is not a cable company and do not fall under the same regulations as cable companies do. Instead, we should be compared to other telephone companies, since we are a telecommunication provider that utilizes fiber optics cabling to provide data-only transmission services.

Please let me know if you would like to set up a conference call to discuss further.

Thanks,

Rosalyn Beavers

Property Administrator

[W] 816.368.9033

[C] 816.518.8322

rosalyn.beavers@upnfiber.com

www.uniteprivatenetworks.com



From: Thornton,Joseph [<mailto:JDThornton@smithpeterson.com>]

Sent: Monday, April 27, 2015 2:21 PM

To: Rosalyn Beavers

Cc: Nice,Susan; Ronda Plummer

Subject: RE: Fiber Optic Installation at Carter Lake, IA

The cable company pays approximately \$35,000 per year.

From: Rosalyn Beavers [<mailto:Rosalyn.Beavers@upnfiber.com>]

Sent: Wednesday, April 22, 2015 12:37 PM

To: Thornton,Joseph

Cc: Nice,Susan; Ronda Plummer

Subject: RE: Fiber Optic Installation at Carter Lake, IA

Mr. Thornton,

Based on the Iowa code Chapter 480A Public Utilities in Public Right-of-Way, the city can only recover fees based on the true right of way management costs and those costs must be equally divided among all users.

What are the fees charged to other CLEC registered utility providers occupying the right of way in Carter Lake?

Thanks,

Rosalyn Beavers
Property Administrator
[W] 816.368.9033
[C] 816.518.8322
rosalyn.beavers@upnfiber.com
www.uniteprivatenetworks.com



From: Thornton,Joseph [<mailto:JDThornton@smithpeterson.com>]
Sent: Wednesday, April 22, 2015 9:48 AM
To: Rosalyn Beavers
Cc: Nice,Susan
Subject: RE: Fiber Optic Installation at Carter Lake, IA

Rosalyn, I have had an opportunity to discuss the agreement with the City. The City will enter into the agreement for a fee of \$5,000 per year. Please advise. Joe

Joseph D. Thornton, Partner
Smith Peterson Law Firm, LLP.
35 Main Place, Suite 300
P.O. Box 249
Council Bluffs IA 51502-0249
Phone: 712-328-1833 x5255
Fax: 712-328-8320

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From: Rosalyn Beavers [<mailto:Rosalyn.Beavers@upnfiber.com>]
Sent: Friday, April 17, 2015 11:40 AM
To: Thornton,Joseph
Subject: RE: Fiber Optic Installation at Carter Lake, IA
Importance: High

Good Afternoon Mr. Thornton,

Should we contact the city about our ROW agreement approval?

Thanks,

Rosalyn Beavers
Property Administrator
[W] 816.368.9033
[C] 816.518.8322
rosalyn.beavers@upnfiber.com
www.uniteprivatenetworks.com



From: Rosalyn Beavers
Sent: Monday, April 13, 2015 8:47 AM
To: 'Thornton,Joseph'
Subject: RE: Fiber Optic Installation at Carter Lake, IA

Good Morning Mr. Thornton,

Our construction team met with Ron Rothmeyer to discuss the installation. We agreed on a route to avoid congestion within the right of way. Attached is the preliminary route to show the route change (red line signifies new route). Please provide guidance on how the city handles right of way access requests.

Thanks,

Rosalyn Beavers
Property Administrator
[W] 816.368.9033
[C] 816.518.8322
rosalyn.beavers@upnfiber.com
www.uniteprivatenetworks.com



From: Rosalyn Beavers
Sent: Friday, March 27, 2015 8:57 AM
To: 'Thornton,Joseph'
Cc: 'barry.palmer@carterlake-ia.gov'
Subject: Fiber Optic Installation at Carter Lake, IA
Importance: High

Mr. Thornton,

Please provide guidance on how the City of Carter Lake handles right of way access requests.

Thanks,

Rosalyn Beavers
Property Administrator
[w] 816-368-9033
[c] 816-518-8322
Rosalyn.beavers@upnfiber.com
www.uniteprivatenetworks.com



From: Rosalyn Beavers
Sent: Tuesday, March 24, 2015 4:09 PM
To: 'Thornton,Joseph'
Subject: RE: Fiber Optic Installation within Right of Way of Carter Lake, IA

Good Afternoon Mr. Thornton,

Do you have an update on how the city would like to handle our right of way access request?

Thanks,

Rosalyn Beavers
Property Administrator
[w] 816-368-9033
[c] 816-518-8322
Rosalyn.beavers@upnfiber.com
www.uniteprivatenetworks.com



From: Rosalyn Beavers
Sent: Thursday, February 26, 2015 2:17 PM
To: 'Thornton,Joseph'
Cc: 'barry.palmer@carterlake-ia.gov'; 'Nice,Susan'; 'Doreen Mowery'
Subject: RE: Fiber Optic Installation within Right of Way of Carter Lake, IA

Good Afternoon Mr. Thornton,

Will the city use the right of way agreement sent on 2/11 or is there another process to obtain right of way acces?

Thanks,

Rosalyn Beavers
Property Administrator
[w] 816-368-9033

[c] 816-518-8322
Rosalyn.beavers@upnfiber.com
www.uniteprivatenetworks.com



From: Rosalyn Beavers
Sent: Monday, February 16, 2015 4:09 PM
To: 'Thornton,Joseph'
Cc: barry.palmer@carterlake-ia.gov; Nice,Susan; 'Doreen Mowery'
Subject: RE: Fiber Optic Installation within Right of Way of Carter Lake, IA

Good Afternoon Mr. Thornton,

Thanks for reviewing the documents sent. Unite Private Networks is a registered Competitive Local Exchange Carrier (CLEC) in Iowa. We typically do not pay fees (or very minimal) for the use of right-of-way in this area. When fees are required, we ask to be treated the same as other telecommunication providers in Carter Lake.

Our current dates for construction are 6/1/15 ending 8/1/15. Please let me know if I can provide any additional information.

Thanks,

Rosalyn Beavers
Property Administrator
[w] 816-368-9033
[c] 816-518-8322
Rosalyn.beavers@upnfiber.com
www.uniteprivatenetworks.com



From: Thornton,Joseph [<mailto:JDThornton@smithpeterson.com>]
Sent: Monday, February 16, 2015 3:27 PM
To: Rosalyn Beavers
Cc: barry.palmer@carterlake-ia.gov; Nice,Susan; 'Doreen Mowery'
Subject: RE: Fiber Optic Installation within Right of Way of Carter Lake, IA

Rosalyn, I have reviewed the documents you sent me. I don't see where you proposed any fee to the City for the use of its right-of-way. Do you expect to use it without fee? When would you anticipate starting the project? How long will it take to complete the work? Thanks, Joe

Joseph D. Thornton, Partner
Smith Peterson Law Firm, LLP.
35 Main Place, Suite 300

P.O. Box 249
Council Bluffs IA 51502-0249
Phone: 712-328-1833 x5255
Fax: 712-328-8320

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From: Rosalyn Beavers [<mailto:Rosalyn.Beavers@upnfiber.com>]
Sent: Wednesday, February 11, 2015 3:51 PM
To: Thornton, Joseph
Cc: barry.palmer@carterlake-ia.gov
Subject: Fiber Optic Installation within Right of Way of Carter Lake, IA

Good Afternoon Mr. Thornton,

Unite Private Networks is a telecommunication company located in Liberty. MO. We are connecting communication towers in the area with our dark fiber optic cables to increase bandwidth capacity. I've attached information about UPN and a preliminary route map to show the area we would like to install underground (red line).

I contacted Carter Lake's Building Inspector, Mr. Barry Palmer. He referred me to your office to handle the right of way request. I've attached a copy of our standard right of way agreement we provide to municipalities who do not have one in place.

Please advise on what is needed to receive approval to work within the right of way in Carter Lake.

Thanks,

Rosalyn Beavers
Property Administrator
[w] 816-368-9033
[c] 816-518-8322
Rosalyn.beavers@upnfiber.com
www.uniteprivatenetworks.com



RIGHT-OF-WAY LICENSE AGREEMENT

SECTION 1. DEFINITIONS

a. “City” shall mean the City of Carter Lake, Iowa and, where appropriate, shall include its officers, employees and agents.

b. “Licensee” shall mean Unite Private Networks, LLC or any of its designated subsidiaries.

c. “Network Segment” shall mean the communications system laid or to be laid, constructed, installed, repaired, maintained, and operated by Licensee within the corporate limits of the City of Carter Lake as contemplated by this Agreement and shall include all equipment owned, operated, leased or subleased in connection with the operation of the Network Segment, including but not be limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances. As of the date of this Agreement, the initial Network Segment route is generally depicted on Exhibit “A” attached hereto, and the parties agree that, for purposes of this Agreement, the initial Network Segment route consists of approximately 11,600 linear feet.

d. “Public Improvements” shall mean any improvements as defined in Code of Iowa Section 26.2, including but not limited to paving, sidewalks, grass, vegetation, trees, street lights, traffic signals, water mains, sewers, electric transmission lines and equipment related thereto, and in addition public utilities, on Public Property.

e. “Public Property” shall mean City-owned or controlled public rights-of-way, easements, bridges, squares or commons.

SECTION 2. BASIC GRANT; RESTRICTED USE

a. Licensee is hereby granted a license to construct, maintain, inspect, protect, repair, replace and retain a Network Segment in, under, upon, along and across the Public Property shown and identified in Exhibit “A” hereto, subject to the regulatory powers of the City and subject to the conditions hereinafter set forth. This Agreement creates no rights to expand the Network Segment or to create or install a new network segment, except on the terms provided in this Agreement.

SECTION 3. TERM OF AGREEMENT

a. This Agreement and the rights conferred hereunder shall commence on _____ 2015 (the “Effective Date”), and shall continue for such period of time as Licensee, or its successors and assigns, operate the Network Segment.

SECTION 4. FEES REQUIRED

a. Licensee shall pay an administrative fee (the “Administrative Fee”) in the amount of \$0.10 for each linear foot of Network Segment facilities that Licensee places or causes to be placed in, over, under or across Public Property, subject to a minimum fee of \$600.00. Licensee agrees that the Administrative Fee is the City’s estimate of the administrative burdens imposed on the City in connection with Licensee’s application and its occupancy of Public Property, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. The Administrative Fee shall be payable upon execution and delivery of this Agreement, or any future amendment or addendum hereto. In addition to the Administrative Fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable ordinance. An Administrative Fee calculated in the manner described above shall be payable in connection with each separate application filed by Licensee to extend or expand the Network Segment, at the time such application is filed.

b. In each successive year during the term of this Agreement, Licensee shall pay an annual management fee (the “Management Fee”) equal to \$.015 for each linear foot of Network Segment facilities that Licensee places or causes to be placed in, over, under or across Public Property, subject to a minimum fee of \$50.00. Licensee agrees that the Management Fee is the City’s estimate of the right-of-way management costs imposed on the City in connection with Licensee’s occupancy of, and activities in and upon, Public Property, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. City retains the right to modify or adjust the Management Fee linear-foot charge at any time to ensure that the City is properly reimbursed for its right-of-way management costs. The Management Fee shall be payable annually, based on the linear footage of the Network Segment facilities existing at December 31 of a given year, no later than January 15 of the following year. In addition to the Management Fee, Licensee, or its contractors or agents, shall pay excavation permit fees and such other regulatory fees as may be required by applicable ordinance.

SECTION 5. ADDITIONAL LICENSING PROCESS

a. Before commencing any extension or expansion of its Network Segment, or any major repair work, or the installation of any new Network Segment in the City, the Licensee shall file with the City Clerk’s Office a written statement (a “License Request”) verifying the Public Property under which or upon which it proposes to extend, expand, install or repair its Network Segment. Work other than repair or replacement of existing Network Segment facilities shall require the further grant of a license for use of Public Property. The License Request shall be accompanied by a map, plan or specifications showing the proposed location of the Network Segment components with reference to streets and alleys and the location of other utilities, the size and dimensions of all facilities, and the distance above or beneath the surface of the ground it is proposed to repair or to lay the same.

b. If the proposed locations of any Network Segment facilities shall interfere with the reasonable and proper use, construction, reconstruction and maintenance of any Public Improvements or any existing public utility system component, or other structure upon or under Public Property, the City Engineer shall within 30 days after the filing of such plan, map or specifications, note the changes necessary to eliminate all interference with a Public

Improvement or existing public utility system facility and refer the same back to the Licensee for amendment. Such map, plan or specifications, when properly changed and corrected, shall be filed in the City Clerk's Office, and after the approval of the same by the City Engineer and the posting of a bond required under applicable law or ordinance regulating work in or upon Public Property, if such is not waived by the City, the License Request shall be approved so that the Licensee may proceed in accordance with the approved maps, plans or specifications.

c. Approval of a License Request does not constitute any statement, representation, or assurance by City as to the presence or location of any privately maintained facilities, equipment or infrastructure. No such excavation, construction or erection shall be commenced before approval of the License Request, unless it is an emergency as determined by Licensee in good faith, and all work shall be in accordance with the approved maps, plans or specifications. If Licensee extends or expands its Network Segment without following the License Request process prescribed by this Section, the Administrative Fee and the fee minimum shall double, and Licensee shall be liable for any Management Fees that it failed to timely pay, plus interest thereon at 12% per annum, compounded monthly.

d. Each expansion or extension of the Network Segment for which a License Request is approved, and the plans, maps, and specifications therefor, shall be deemed incorporated into this Agreement by reference as an addendum hereto. All of Licensee's activities in relation to said expanded or extended Network Segment shall be subject to the terms of this Agreement.

SECTION 6. CONSTRUCTION AND REPAIR OF FACILITIES

a. In the process of location, construction, reconstruction, replacement, or repair of any Network Segment system component, the excavation or obstruction made or placed in Public Property at any time or for any purpose by the Licensee shall, to protect the public and to assure the safe and efficient movement of traffic, be properly barricaded to comply, at a minimum, with requirements set forth in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). The Licensee shall not unnecessarily obstruct the use of streets, avenues, alleys or public places, shall limit obstructions to the minimum area and time necessary, shall provide the City Clerk with no less than 24-hour notice prior to the actual commencement of the work and shall comply with all provisions, requirements, and regulations in accordance with City ordinances and this Agreement in performing such work. The Licensee shall conduct its work hereunder in such manner as to cause as little interference as possible with pedestrian and vehicular traffic, and shall abide by scheduling directions, if any, given by the City Engineer. In emergencies which require immediate excavation the Licensee may proceed with the work without first applying for an excavation permit or other applicable permits, provided, however, that the Licensee shall apply for and obtain the permit(s) as soon as possible after commencing such emergency work.

b. All pavement taken up or damaged, and any other disturbed areas, shall be properly and speedily replaced in accordance with the City's regulations. As a condition to use of Public Property, the Licensee shall at its own expense repair any private property, utility system component, public improvement or Public Property damaged by such location, construction, reconstruction, replacement or repair work, in a manner reasonably acceptable to City. If, after excavations have been made, the Licensee fails to repair or arrange with the City for the proper repair and restoration of any Public Property to a condition as good as the condition of such

property prior to the disturbance of same, and after seven (7) days notice in writing to do so is given to its designated representative, the City may make such repairs at the expense of the Licensee. The Licensee shall pay to the City its costs and charges for such work, plus interest at 12% per annum, compounded monthly, within thirty (30) days after receipt of the City's billing.

SECTION 7. WORK BY OTHERS, ALTERATION TO CONFORM WITH PUBLIC IMPROVEMENTS

a. The City reserves the right to lay, and permit to be laid, wires, pipes, cables, conduits, ducts, manholes and other appurtenances, and to do, or permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the City in, across, along, over or under any Public Property occupied by the Licensee and to change any curb or sidewalk or the grade of any street. In permitting others to do such work the City shall not be liable to the Licensee for any damages arising out of the performance of such work by other parties, provided City exercised reasonable care in performance of such work undertaken by the City. Nothing in this Agreement shall be construed as to relieve any other person or company from liability for damage to the Licensee's facilities.

SECTION 8. LICENSEE CONTRACTORS

a. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

SECTION 9. CONDITIONS OF OCCUPANCY; RELOCATION

a. Components of the Network Segment laid or constructed by the Licensee within the City shall conform to established grades of streets, alleys, and sidewalks, and be so located as to cause minimum interference with other public utilities located in or upon Public Property, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin Public Property. All conduit installed by Licensee shall terminate in a shared box or shall otherwise be accessible to others on terms that the City Engineer determines to be fair and reasonable after consideration of generally prevailing industry practices; provided, however, that Licensee may refuse joint use of conduit and pedestals based on technical considerations, such as limited physical space in the conduit, substantial risk of damage to Licensee's fiber, or risk of interruption to critical services. Because available space in the right-of-way is limited, Licensee is encouraged to share conduit and other facilities with existing right-of-way occupants, to the extent reasonably possible. Because right-of-way space is limited, Licensee agrees to cooperate in good faith and on reasonable terms with future requests from others who desire to collocate in or jointly use any separate conduit-type facilities of Licensee in the right-of-way. Licensee may charge reasonable fees to others for future joint use of any conduit, pedestals or other infrastructure installed by Licensee.

b. Licensee agrees to allow City to install its own pipes, cables, conduits, ducts, and/or other appurtenances within Licensee's excavation, provided that such installation is performed at City's sole expense and does not result in any material increase to the Licensee's costs. City shall inform Licensee where it desires to collocate or install conduit, and Licensee will ask its installation contractor to provide a reasonable quote for the cost thereof. The collocation or installation of conduit or cables within Licensee's excavation shall be subject to a separate agreement between City and the contractor.

c. The Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its Network Segment facilities in, on, over or under Public Property in such manner as the City may at any time reasonably require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any public improvement on, in or about any such Public Property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by the City. In the event the Licensee fails to act and proceed with diligence to begin and/or complete said relocation or removal within a reasonably allocated time, or if City in its discretion chooses to allow Licensee to post a performance bond and Licensee fails within a reasonable time set by the City to furnish a satisfactory performance bond providing for completion of the required relocation by a designated date, the City at its option may cause the Licensee facilities to be relocated or removed and then demand reimbursement of costs and expenses from the Licensee, including interest at the rate of 12% per annum, compounded monthly, without liability to the City for any loss or damage caused by such relocation or removal. In addition to the foregoing remedies, City at its option may impose a fine of \$1,000.00 per day or portion thereof starting fourteen (14) days following the City's request and Licensee's failure to diligently act or, as appropriate in the circumstances, starting seven (7) days following Licensee's failure to complete the required relocation by the date designated in connection with the performance bond. Sums payable under this paragraph are due and payable by the Licensee to the City within thirty (30) days after receipt of the City's billing.

d. The Licensee shall not place its Network Segment facilities in the Public Property where the same will interfere with the normal use or maintenance of any Public Improvement, including but not limited to streets, alleys, traffic control devices, sanitary sewers, storm sewers, storm drains, or any public utility facility.

e. Upon request, the Licensee agrees to assist in locating underground facilities which are part of its Network Segment. Such assistance will be provided in a timely manner, but not more than forty-eight (48) hours after the time of request. As a condition of this Agreement, the Licensee shall enroll as a member of the "Iowa One-Call System" and shall respond to all requests and notifications placed to the toll free "One-Call" number.

f. Installation, repair, or replacement work completed by the Licensee that requires excavation of Public Property or public right-of-way shall require restoration and replacement of (a) any improvements that were removed, destroyed or damaged by the Licensee's work to a condition at least equal to the condition of such premises before the Licensee's work was undertaken, and (b) surface vegetation with sod in conformance with City ordinances and in accordance with standard local practices for placing sod. All work of restoration and replacement shall be subject to inspection and approval by the City Engineer or his designee.

SECTION 10. POWERS OF CITY

a. Nothing in this Agreement shall be construed to abridge the right or power of the City to make further regulations relative to the use of the streets, alleys and public grounds by anyone using the same for the erection and maintenance of utility systems.

SECTION 11. PLANS AND COORDINATION

a. Upon completion of the work the Licensee shall promptly furnish to the City copies of “as-built” plans related to its Network Segment facilities located on Public Property. The Licensee shall keep complete and accurate maps and records on the locations and operations of its facilities in connection with this Agreement.

SECTION 12. VIOLATIONS OF AGREEMENT

a. Upon evidence being received by the City that a violation or breach of this Agreement or violation of codes or ordinances lawfully regulating the Licensee in the operation of its Network Segment facilities, or in the use of Public Property therefor, is occurring or has occurred (hereinafter referred to as a “default”) the City shall cause an investigation to be made. If the City finds that a default exists or has occurred the City may take appropriate steps to secure compliance with the terms of this Agreement or the codes or ordinances. During the period in which any default exists, City shall be entitled to suspend the processing of any request or application by Licensee to amend the terms of this Agreement, to approve a License Request, or to grant a new permit, license, franchise, or other approval.

b. The City shall notify the Licensee of the default and the Licensee shall cure such default within thirty (30) days after receipt of such notice; provided, however, where any such default (other than a payment default) cannot reasonably be cured within such thirty (30) day period, Licensee shall so notify the City Clerk, and if Licensee shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such default shall reasonably be extended for such period of time as may be necessary to complete such cure, as mutually agreed upon by the parties.

c. If the Licensee fails to cure a default within the time allowed, the City shall have the right to (i) seek specific performance; or (ii) remedy the default by doing the act itself, or through a contractor, and charge the costs of such work to the Licensee; or (iii) seek damages for such default, plus interest at the rate of twelve percent (12%) per annum, compounded monthly, on any sum due and owing; or (iv) any combination of (i), (ii) and (iii).

SECTION 13. TRANSFER OF TITLE

a. If Licensee abandons its Network Segment system and facilities for a period of twelve (12) months or more, then at City’s option City may effectuate a transfer to City of all of Licensee’s right, title and interest in and to the Network Segment. Abandonment shall be presumed if Licensee has not filed with the office of the City Engineer a notice of continued use within thirty (30) days after City’s written request for same. Licensee’s continued use shall be established upon filing of such notice, without regard to whether Licensee has allowed the Network Segment or some part thereof to go dark.

b. City shall deliver to Licensee a written notice of City’s intent to effectuate a transfer of title and permit Licensee a period of thirty (30) days from the date of delivery in which to provide written notice of non-abandonment, and absent such action by Licensee City may file in the public land records of Pottawattamie County, Iowa, a notice of transfer of title to City. Licensee shall not be entitled to any compensation from City for a transfer as contemplated by this Section.

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

a. The Licensee covenants, at its sole cost and expense, to indemnify, defend, and save the City and its officers, agents and employees, harmless from any and all costs, damages, losses and liabilities whatsoever (including but not limited to the reasonable fees and expenses of attorneys and accountants), of any kind or nature, whether in tort or contract, arising directly or indirectly from the exercise of the rights granted herein or from the acts or omissions of Licensee, its employees, contractors and agents, in respect of the Network Segment, any Network Segment facilities, any work relating thereto, or any access to or use of the Network Segment by third parties.

b. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public rights-of-way or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts to be reasonably set by the City.

c. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's gross negligence. In no event shall the City be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

d. The covenants set forth in this Section shall survive the termination or expiration of this Agreement for any reason.

SECTION 15. SEVERABILITY

a. In the event any provision of this Agreement is held invalid, illegal, or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any provision of this Agreement is invalid, illegal, or unenforceable as written, but that by modifying or limiting such provision it would become valid, legal, and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so modified or limited without affecting the remaining provisions of this Agreement, provided, however, that in such event City shall have the option, exercisable in its sole discretion, to terminate this Agreement.

SECTION 16. ASSIGNMENT

a. Licensee shall not assign or otherwise transfer this Agreement or any of its rights and interest to any firm, corporation or individual without the prior written consent of the City, except that Licensee shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling or under common control with Licensee, or any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee, provided that Licensee shall notify the City in writing of any permitted assignment, conveyance or transfer within thirty (30) days of its occurrence.

SECTION 17. VACATION OF STREETS AND ALLEY

a. So long as the Licensee exercises the rights granted to it hereunder the City will not, by ordinance or otherwise, vacate any street, alley or public way in which the Licensee has installed its facilities without reserving such rights as necessary to allow continued use of such property for the said facilities in accordance with the terms of this Agreement, provided that nothing herein shall limit the City’s right to require the Licensee to relocate it facilities as provided in Section 10 hereof.

SECTION 18. DELIVERY OF NOTICES

a. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to City: City of Carter Lake, Iowa
Attn: City Clerk
950 Locust Street
Carter Lake, IA 51510

If to Licensee: Unite Private Networks, LLC
Attn: General Counsel
120 S. Stewart Road
Liberty, MO 64068

Provided, however, that in the case of an emergency, notices may be given verbally to the above named persons. In such case written confirmation should be provided. Nothing contained herein shall prevent other forms of notice if actually received by the addressee. Notice shall be deemed given three (3) days after the date of mailing if done by certified mail, the next business day if sent by a recognized national overnight carrier or courier, or otherwise on the date actual notice is received.

SECTION 19. APPLICABLE LAWS

a. This Agreement is subject to all applicable federal, state and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934 as amended, the Telecommunications Act of 1996 as amended and the rules and regulations of the FCC. Neither City nor Licensee waives any rights they may have under any such laws, rules or regulations.

SECTION 20. GOVERNING LAW; LEGAL ACTION

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any action to interpret, construe or enforce this Agreement, the parties hereby agree and consent (i) to irrevocably submit to the jurisdiction and venue of the Iowa District Court for Pottawattamie County, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement; (ii) to irrevocably waive, to the fullest extent a party may effectively do so, the defense of any inconvenient forum to the maintenance of any such action or proceeding; and (iii) not to institute any legal action or proceeding against the other party or any of the directors, officers, officials, employees, successors, assigns, agents or property of the other party, concerning any matter arising out of or relating to this Agreement, in

any court other than one specified in this Section. If City prevails in any legal action to collect fees owed by Licensee under this Agreement, Licensee shall be liable for City's reasonable attorneys' fees and expenses.

SECTION 21. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or amended except by a written instrument signed by both parties. This Agreement is binding upon the parties and the permitted successors, assigns, transferees and personal representatives of each of them.

IN WITNESS WHEREOF, the parties have entered into this Right-of-Way License Agreement by their duly authorized representatives as of the Effective Date.

UNITE PRIVATE NETWORKS, LLC

CITY OF CARTER LAKE, IOWA

By: _____
Matthew Myers, General Counsel

By: _____
Gerald Waltrip, Mayor

EXHIBIT A



Doreen Mowery

From: Carter Lake Fire Department
Sent: Friday, May 01, 2015 12:46 PM
To: Barb Hawkins; Barb Hwakins; Barb Melonis; Dave Huey; Doreen Mowery; Ed Aldmeyer; Ed Aldmeyer (Home); Gerald Waltrip; Lisa Ruehle; Ronald Cumberledge
Subject: phill

Dear Councilman

I had Phill attend the FEMA ics 300 and 400 advanced incident command course in Red Oak sponsored by Pott county EMA. This was done on his full time shift time during the day, that is why he was over on his time. This is the advanced version of the fema nims classes that the mayor and some of the councilman took several years ago. This keeps us in FEMA compliance for the fire dept and our city disaster plan along with the command structure set up for our county by the Emergency management agency in case we have another local or full scale issue likes the floods a few years ago. If you have any further questions, please call me.

Eric Bentzinger
402-630-2240

LAKESIDE
MANUFACTURED HOME COMMUNITY
3510 N. 9TH STREET
CARTER LAKE, IOWA 51510
712-347-5945
lakeside@inspirecom.com

May 12, 2015

City of Carter Lake
950 Locust St.
Carter Lake, IA 51510

Dear Doreen:

This letter is in response to your recent inquiry regarding water & sewer billing. The number of occupied sites over the last year is as follows:

June 2014	271
July	271
August	277
September	278
October	277
November	277
December	275
January 2015	275
February	276
March	273
April	272
May	273

275 Average

Feel free to give me a call with any questions or concerns.

Sincerely,



Peggy S. Langholdt
Community Manager

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 66 OF THE MUNICIPAL CODE OF CARTER LAKE, IOWA, BY AMENDING SECTION, 66.04, ENTITLED "TRUCK ROUTE"

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

Section 1. That Chapter 66 of the Municipal Code of Carter Lake, Iowa, is hereby amended by amending section 66.04 (1) to add subsection C, D, E which shall read as follows:

- 66.04 1. C. 9TH STREET from Ave. H to Ave. J
- D. 5th Street from Ave. H to Ave. J
- E. Ave. J. between 5th St. and 9th St.

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

SECTION 3. Severability Clause. If any of the provisions of this Ordinance are for any reason declared illegal or void, the lawful provisions of this Ordinance which are severable from said unlawful provisions shall remain in full force and effect.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its final passage and publication

FIRST CONSIDERATION: Mar. 16, 2015
 SECOND CONSIDERATION: April 20, 2015
 THIRD CONSIDERATION: _____

PASSED AND APPROVED this _____ day of _____, 2015

GERALD WALTRIP, Mayor

ATTEST:

DOREEN MOWERY, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARTER LAKE, IOWA, 2013 BY REPEALLING SUB SECTIONS AND ADDING NEW SUB SECTIONS DESIGNATING STOPS REQUIRED ON AVE. J, AVE. H, 9TH STREET AND 5TH STREET

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

Section 1. SUB SECTIONS REPEALED. The Code of Ordinances of the City of Carter Lake, Iowa, 2013, is amended by repealing Sub Section 65.02 (2) and Sub Section 65.02 (3), pertaining to Stops Required, and Sub Section 65.04 (1) and Sub Section 65.04 (2), pertaining to four-way stop intersections.

Section 2. NEW SUB SECTIONS ADDED. The Code of Ordinances of the City of Carter Lake, Iowa, 2013 is amended by adding to Sub Section 65.02, entitled STOP REQUIRED, which is hereby adopted to read as follows:

65.02 STOP REQUIRED.

46. Avenue J. Vehicles traveling east on Avenue J shall stop at 9th Street.

47. Avenue J. Vehicles traveling west on Ave. J shall stop at 5th Street and 9th Street.

48. Avenue H. Vehicles traveling east on Avenue H shall stop at 5th Street.

49. Avenue H. Vehicles traveling west on Avenue H shall stop at 9th Street.

50. 5th Street. Vehicles traveling south on 5th Street shall stop at Avenue H.

51. 9th Street. Vehicles traveling south on 9th Street shall stop at Avenue H.

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

Section 3. SERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED by the Council the _____ day of _____, 2015.

Gerald Waltrip, Mayor

ATTEST:

Doreen Mowery, City Clerk

FIRST CONSIDERATION: _____

SECOND CONSIDERATION: _____

THIRD CONSIDERATION: _____

The undersigned as City Clerk of Carter Lake, Iowa does hereby certify that on _____, 2015, I posted true and exact copies of the foregoing ordinance in four public places to wit: City Hall, Carter Lake Senior Citizens' Center, Peoples National Bank and Owen Memorial Library all within the limits of the City of Carter Lake, Iowa.

DOREEN MOWERY, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARTER LAKE, IOWA, 2013 BY AMENDING THE FOLLOWING PROVISIONS PERTAINING TO BUILDING CODES:

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

Section 1. SECTIONS MODIFIED. Sections 131.03 (1); 131.03 (2); and 131.03 (3) Adoption of State Building Code of the Code of Ordinances of the City of Carter Lake, Iowa, 2013, is repealed and the following adopted in lieu thereof:

131.03 ADOPTION OF STATE BUILDING CODE. Pursuant to published notice and public hearing, as required by law, the *Iowa State Building Code*, promulgated pursuant to Chapter 103A of the *Code of Iowa*, including the one- and two-family dwelling code, is hereby adopted by reference.

1. Adoption of *State Plumbing Code*. Chapter 1, Chapters 2 to 10, and Chapters 13 to 15 of the *Uniform Plumbing Code*, 2012 Edition, as published by the International Association of Plumbing and Mechanical Officials, 20001 South Walnut Drive, Walnut, California 91789-2825, are hereby adopted by reference with amendments as the *State Plumbing Code* authorized by *Code of Iowa* Section 135.11(5), 101.3, 101.5, 103.8, 101.4, 103.5.3.

2. Adoption of *Fuel Gas Code*. Fuel gas piping shall comply with the requirements of ANSI/NFPA 54, *National Fuel Gas*, 2012 Edition. Liquefied petroleum gas facilities and appliances shall comply with the requirements of ANSI/NFPA 58, *Standard for the Storage and Handling of Liquefied Petroleum Gases*, 2012 Edition. The previous Codes and Standards are incorporated herein as the City of Carter Lake Codes and Standards.

3. Adoption of *Property Maintenance Code*. The *International Property Maintenance Code*, 2012 Edition, as published by the Building Officials and Code Administrators International, Inc., the International Conference of Building Officials, and the Southern Building Code Congress International, Inc., be and is hereby adopted as the *Property Maintenance Code* of the City of Carter Lake for the control of buildings and structures as herein provided. This code is established to set minimum regulations governing the conditions and maintenance of all properties, buildings, and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures.

Section 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED by the Council the _____ day of _____, 2015.

Gerald Waltrip, Mayor

ATTEST:

Doreen Mowery, City Clerk

FIRST CONSIDERATION: _____

SECOND CONSIDERATION: _____

THIRD CONSIDERATION: _____

The undersigned as City Clerk of Carter Lake, Iowa does hereby certify that on _____, 2015, I posted true and exact copies of the foregoing ordinance in four public places to wit: City Hall, Carter Lake Senior Citizens' Center, Peoples National Bank and Owen Memorial Library all within the limits of the City of Carter Lake, Iowa.

DOREEN MOWERY, City Clerk

Proposed to make Shannon's Changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARTER LAKE, IOWA, 2013, BY AMENDING PROVISIONS PERTAINING TO ANIMAL CONTROL

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

SECTION 1. SECTION MODIFIED. Section 85.01 (9) B shall be removed in its entirety.

SECTION 2. SECTION MODIFIED. Section 85.02 entitled Animal Neglect shall be repealed and the following adopted in lieu thereof:

85.02 ANIMAL NEGLECT.

(1) *Physical abuse.* It shall be unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, beat with a stick, chain, club, or other object; mutilate, burn, or scald with any substance, or otherwise cruelly set upon any animal, except that reasonable force may be employed to drive off vicious or trespassing animals.

(2) *Physical mistreatment.* It shall be unlawful for any person to knowingly, intentionally, or negligently cause or allow any animal to endure unreasonable or unjustifiable pain, suffering, or injury. Physical mistreatment shall include the intentional tripping or causing to fall by its legs, or lassoing or roping the legs of, any equine by any means for the purpose of entertainment, sport, practice, or contest and the intentional tripping of any bovine by its tail, causing any bovine to fall by its tail, or dragging any bovine by its tail for the purpose of entertainment, sport, practice, or contest.

(3) *Care and maintenance.* It shall be unlawful for any person keeping or harboring any animal to fail, refuse, or neglect to provide such animal with proper food, drink, shade, shelter, physical maintenance and veterinary care. Proper food, drink, shade, shelter, physical maintenance and veterinary care shall require:

- (a) That each animal shall at suitable intervals and at least once every 24 hours, receive a quantity of wholesome foodstuff suitable for the species' physical condition and age, sufficient to maintain an adequate level of nutrition for the animal;
- (b) That each animal shall have available at all times an adequate supply of clean, fresh, potable water. If water pans or dishes are used, such pans or dishes shall have weighted bottoms or be mounted or secured in a manner that prevents tipping;
- (c) That each animal shall have convenient access to shelter throughout the year. Any shelter shall be structurally sound and maintained in good repair to protect the animal from injury and from the elements, and shall be of sufficient size to permit the animal to enter, stand, turn around, and lie down in a natural manner. Any shelter which does not protect the animal from temperature extremes or precipitation, excessive ammonia levels, or which does not provide adequate ventilation or drainage, shall not comply with this section. The shelter and any space accessible to the animal and all bedding for the animal shall be maintained in a manner which keeps the animal reasonably clean, dry, comfortable, and at an appropriate temperature and minimizes the risk of the animal contracting disease, being injured or becoming infested with parasites;

- (d) That each animal shall receive care and medical treatment for debilitating injuries, parasites, and disease, sufficient to maintain the animal in good health and to minimize suffering;
- (e) That no animals shall be hitched, tied or fastened by any rope, chain or cord that is directly attached to the animal's neck. Animals that must be tied, hitched or fastened to restrain them must wear a properly fitted collar or harness, not of the choker type, provided that the proper use of choker collars in the training of animals shall not be prohibited.
- (f) That any enclosure in which an animal is kept shall be constructed of material, and in a manner, to minimize the risk of injury to the animal, and shall encompass sufficient usable space to keep the animal in good condition. When a dog is confined outside a residence, the following minimum space requirements shall be used:

Size of Dog	Pen Size (Square Feet)
Extra Large (over 26 inches at withers or over 75 lbs.)	48
Large (over 20 inches and up to 26 inches at withers or not over 75lbs.)	40
Medium (over 12 inches and up to 20 inches at withers or not over 50 lbs.)	32
Small (12 inches or less at withers or not over 20 lbs.)	24
An additional 16 square feet shall be required for each dog sharing the pen with another. The minimum pen size includes a shelter	

(4) *Leaving animals in unattended vehicle.* It shall be unlawful for any person to place or confine or allow such animal to be confined in such a manner that it must remain in a motor vehicle or trailer under such conditions or for such periods of time as may endanger the health or wellbeing of the animal due to heat, lack of food or water, or any circumstances which may cause suffering, disability, or death.

(5) *Abandonment of animals.* It shall be unlawful for any person to abandon any animal within the city. Abandonment shall mean leaving an animal for a period in excess of 24 hours without appropriate provisions having been made for the feeding, watering, and care of such animal. If an animal is restrained or confined out of doors without food, water, or proper care, the animal control authority may enter upon any such property where the animal is restrained or confined and supply it with the necessary food, water and care so long as it remains there.

(6) *Tethering of animals.* Animals can no longer be tied up alone outside for more than 30 minutes. However if there is an adult (19 years or older) outside with the dog, he can be tied up as long as the adult is with him. The dog also needs to be on a long enough tieout that he can move freely (5 times his body length) and weighs just 1/8 of his bodyweight (no big tow chains). If your dog is tethered it needs to be tethered in a manner to keep it 15 ft. from a public sidewalk. Even if your dog is in a fenced yard or outside kennel the tethering ordinance still applies. If you have a securely fenced yard or fenced run for your dog and it is not tethered, it is ok to leave him outdoors without human supervision for extended periods of time.

(7) *Owner's cost.* Any person or persons violating this section shall bear full cost and expenses incurred by the animal control authority in the care, medical treatment, impoundment cost, and disposal of said animals. In addition to the sanctions which may be imposed by law, any person who is found in violation of this section shall pay a penalty in the sum of \$200.00 which shall be paid to the animal control authority (Police Department) and shall be used solely for enforcement activities. *(Code of Iowa, Sec. 717B.3)*

SECTION 3. SECTION MODIFIED. Section 85.04 entitled Abandonment of Cats and Dogs is repealed and the following adopted in lieu thereof:

85.04 ABANDONMENT OF CATS AND DOGS. A person who has ownership or custody of a cat or dog shall not abandon the cat or dog, except the person may deliver the cat or dog to another person who will accept ownership and custody or the person may deliver the cat or dog to an animal shelter or pound.

In addition to the sanctions which may be imposed by law, any person who is found in violation of this section shall pay a penalty in the sum of \$100.00 which shall be paid to the animal control authority (Police Department) and shall be used solely for enforcement activities.

(Code of Iowa, Sec. 717B.8)

SECTION 4. SECTION MODIFIED. Section 85.09 (3) entitled Annoyance or Disturbance is repealed and the following adopted in lieu thereof:

85.09

3. To cause unsanitary, dangerous or offensive conditions. In addition to the sanctions which may be imposed by law, any person who is found in violation of this section shall pay a penalty in the sum of \$500.00 for the first offense of defecation and \$750.00 for additional offences, which shall be paid to the animal control authority (Police Department) and shall be used solely for enforcement activities.

SECTION 5. SECTION MODIFIED. Section 85.11 entitled Dangerous Animals is repealed and the following adopted in lieu thereof:

85.11 DANGEROUS ANIMALS.

(1) No person shall own, keep or harbor, or allow to be in or upon any premises occupied by him, or under his charge or control, any dangerous animal or potentially dangerous animal without complying with the requirements of this chapter regarding dangerous or potentially dangerous animals.

(2) A dangerous animal is defined as one who meets one or more of the following conditions:

- (a) Any animal which attacks, snaps at, bites, or has a history of attacking a human being or other domestic animal one or more times, without provocation.
- (b) Any animal engaging in or found to have been trained to engage in exhibitions of fighting.
- (c) Any animal previously declared a potentially dangerous animal that bites a human being without provocation.

(3) A potentially dangerous animal is defined as one who meets one or more of the following conditions:

- (a) Any animal that when unprovoked: (i) inflicts an injury on a human being that does not require medical treatment, (ii) injures a domestic animal, or (iii) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or
- (b) Any specific animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

(4) No animal may be declared dangerous or potentially dangerous that inflicts injury or damage on a person committing a willful trespass or other tort upon premises occupied by the owner or lessee of the animal, or committing or attempting to commit a crime. No animal may be declared dangerous or potentially dangerous for taking any action to defend or protect a human being within the immediate vicinity of the animal from an unjustified attack or assault. No animal used in connection with lawful activities of law enforcement officials shall be declared a dangerous or potentially dangerous animal.

The court may, in addition to any other fine or judgment, order the animal control authority to forthwith put the animal to death by removing the same to the animal shelter for such purpose. Any person found guilty of violating this section shall pay all expenses, including shelter, food, veterinary expenses for identification or certification of the animal, boarding and veterinary expenses necessitated by the seizure of any animal for the protection of the public and such other expenses as may be required for the destruction of any such animal.

A. RESPONSIBILITIES OF OWNERS OF DANGEROUS DOGS

(1) Any person owning a vicious or dangerous dog must register the dog with the City of Carter Lake and pay a fee of one hundred dollars (\$150.00) for such registration.

(2) Upon licensing a vicious or dangerous dog, the owner shall display, in a conspicuous manner, a sign on his or her premises warning that there is a vicious dog on the premises. The sign shall be visible and legible from the sidewalk and street.

(3) If the animal is kept outdoors, the owner shall properly confine the dog in a pen or structure with secure sides and a secure top. If the bottom is not secured to the sides, the sides must be embedded in the ground no less than two (2) feet. The pen shall be no less than six (6) feet high and contain no less than fifty (50) square feet of ground space. All pens shall comply with city zoning guidelines, they shall be at least twenty-five (25) feet from any neighboring residential structures or

one-half (1/2) the distance from the outdoor facility and the residential structure, whichever is greater, so as not to be offensive to the neighboring residents.

(4) No person owning or harboring a dangerous or vicious dog shall permit such dog to go beyond the confined area of such person's premises unless the dog is securely leashed and muzzled. The leash shall not be longer than six (6) feet. Retractable or flexileads are not allowed. The leash shall be controlled by an adult or by a person physically capable of controlling the dog.

(5) The owner must provide proof at the time of registration that:

a. Proof that the owner has procured liability insurance in the amount of at least one hundred thousand dollars (\$100,000).

b. The dog's rabies vaccination status is current;

c. The dog is licensed for the current year; and

d. The dog is microchipped with a permanent ID.

(6) Once a dog is deemed to be dangerous, it shall be neutered or spayed so as not to propagate vicious characteristics inherent in the progeny of the dangerous dog.

(7) In the event that a dangerous dog is found at large and unattended upon public property, park property, public right-of-way, or the property of someone other than its owner, thereby creating a hazard to life or property, such animal may, in the discretion of the Animal Control Officer or the Police Chief, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous dog found at large, and shall have no duty to notify the owner of such animal prior to its destruction.

B. APPEAL PROCEDURE

(1) Within fourteen (14) days of the date of the notice of the police or health officer's decision that a dog is dangerous, the owner of the dog may appeal the decision to a three member panel appointed by City Council and comprised of a local veterinarian, dog trainer and a person possessing experience with, or extensive knowledge of, dog breeds, such as a dog groomer. The owner of the dog shall send notice of his/her intent to appeal by certified mail to the Animal Control Officer, with copies to the Chief of Police and Clerk of City Council. If such an appeal is filed, it shall be commenced within two (2) weeks of its filing. Within five days of the close of the appeal hearing, the three member panel shall determine whether to uphold or reverse the decision of the police or animal control officer.

(2) The determination of the three member panel shall be final and binding. The dog shall be kept either in a secure enclosure or shall be impounded at an animal shelter during the appeal process. Any and all costs for the impounding of the dog shall be borne by the owner unless otherwise determined by the panel.

C. VIOLATIONS AND PENALTIES; ENFORCEMENT

(1) Any person who violates any provision of this Ordinance shall be subject to a fine of \$500.00 dollars and revocation of the dangerous dog permit. In the event of permit revocation, the owner shall remove such dog from the city limits within twenty-four (24) hours or the dog shall be humanely destroyed. Further, each day for which a violation occurs and each violation of any provision of this Ordinance shall constitute a separate offense.

(2) The Carter Lake Police Department and Animal Control Officer shall enforce the provisions of this Ordinance.

(3) Three violations of 85.11 of this ordinance shall result in mandatory euthanasia of the dangerous dog. However, the police or Animal Control Officer may determine that the dog shall be euthanized after only one attack, depending on the severity of the attack.

SECTION 6. SECTION MODIFIED. Section 85.14 (6) entitled At Large: Impoundment is repealed and the following adopted in lieu thereof:

85.14 AT LARGE IMPOUNDMENT

6. When an animal has been apprehended and impounded, written notice shall be given of such impoundment to the owner, if known, within two days. If an impounded animal is not claimed within ten days, excluding Sundays and holidays, of the giving of the notice, or if the owner of the animal cannot be determined within ten days of the date of impoundment, the animal may be disposed of as provided in this chapter. The cost of impounding, board and keep and any other related costs shall be billed to the owner, if known or later identified.

SECTION 7. SECTION MODIFIED. Section 85.16 entitled Fees is modified by adopting the following sub section (6):

85.16 FEES

6. In the event the animal is transferred the Humane Society the owner is responsible for the paying all fines and tickets to the City of Carter Lake before the release of the animal. The owner will also be responsible for a \$10.00 administrative fee in order to get a release sheet to have animal released from Humane Society.

SECTION 8. SECTION MODIFIED. Section 85.20 entitled SEIZURE, IMPOUNDMENT AND DISPOSITION OF VICIOUS ANIMALS is modified by deleting sub section 85.20 in its entirety.

SECTION 9. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 10. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved this _____ day of _____, 2015.

Gerald Waltrip – Mayor

ATTEST:

Doreen Mowery, City Clerk

Proposed to make Shannson's Changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARTER LAKE, IOWA, 2013, BY AMENDING PROVISIONS PERTAINING TO ANIMAL CONTROL

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

SECTION 1. SECTION MODIFIED. Section 86.02 entitled License Fee shall be repealed and the following adopted in lieu thereof:

86.02 LICENSE FEE. The annual license fee is ten dollars (\$10.00) for each altered dog or cat. The annual license fee is fifteen dollars (\$15.00) for each unaltered dog or cat. The annual license fee will be waived the fifth year of consecutive registration.

SECTION 2. SECTION MODIFIED. Section 86.03 entitled Delinquency shall be repealed and the following adopted in lieu thereof:

86.03 DELINQUENCY. All license fees shall become delinquent on the May 1 of the year in which they are due and a delinquent penalty of five dollar (\$5.00) shall be added to each unpaid license on and after said date.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved this _____ day of _____, 2015.

Gerald Waltrip – Mayor

ATTEST:

Doreen Mowery, City Clerk

*Proposed to make
Shannon's changes*

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF CARTER LAKE, IOWA, 2013, BY AMENDING PROVISIONS
PERTAINING TO ANIMAL CONTROL**

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

SECTION 1. SECTION MODIFIED. Section 87 PIT BULL DOGS shall be repealed in its entirety and the following adopted in lieu thereof:

**CHAPTER 87
POTENTIALLY DANGEROUS
BREEDS**

- 87.01 Potentially dangerous breeds**
- 87.02 Permit required**
- 87.03 Registration requirements**
- 87.04 Permit conditions**
- 87.05 Breed designation appeals**
- 87.06 Compliance period**
- 87.07 Enforcement**
- 87.08 Authority to euthanize**
- 87.09 Breed Ambassador**

87.01 POTENTIALLY DANGEROUS BREEDS.

- (1) There shall be a recognized category of dogs designated as potentially dangerous breed.
- (2) Beginning on the ninety first day after passage of this section, it shall be unlawful for any person to keep within the city limits any potentially dangerous breed, except in compliance with the provisions of this section.
- (3) A potentially dangerous breed shall include the following:
 - (a) A pit bull, which is defined as any dog that is an American pit bull terrier, a Staffordshire terrier, or American Staffordshire terrier, and any dog of mixed breeding that has the primary characteristics of an American pit bull terrier, a Staffordshire terrier, or an American Staffordshire terrier. The American Kennel Club and United Kennel Club standards for the above breeds shall be on file for viewing at the city's animal shelter.
 - (b) Any other breed that is so declared by ordinance.
- (4) For purposes of this section an "owner" is defined as any person who owns, keeps, exercises control over, maintains, or harbors a potentially dangerous breed.
- (5) Notwithstanding the special provisions set forth below as to keeping a potentially dangerous breed within the city limits:
 - (a) Any such animal is also subject to the provisions for designation as a dangerous dog or as a

vicious dog.

(b) Any such animal declared to be a vicious dog shall be euthanized once process to declare the animal a vicious dog has been completed.

(c) The city's animal control division may temporarily harbor and transport any potentially dangerous breed for purposes of enforcing the provisions of this section.

(d) An owner may transport into and temporarily hold in the city limits a potentially dangerous breed for the purpose of transporting the dog to a veterinarian or groomer for care, or to participate in a contest or show sponsored by the American Kennel Club or the United Kennel Club.

87.02 PERMIT REQUIRED.

(1) *Permit.* A potentially dangerous breed may be kept within the city limits only so long as the registered owner or custodian complies with the requirements and conditions of the potentially dangerous breed permit.

(2) *Permit fee.* The owner or custodian shall pay an annual permit fee of \$150.00 in addition to all other required fees, for each year that a potentially dangerous breed is kept within the city limits.

87.03 REGISTRATION REQUIREMENTS. The owner of any potentially dangerous breed shall be allowed to keep such dog within the Carter Lake city limits only if the owner registers the dog with the city's animal services division on an annual basis and obtains a potentially dangerous breed permit and a window sticker with each annual registration. As a condition of registration, the owner shall at the time of application provide sufficient evidence that the owner is in compliance with all of the following requirements:

(1) *Rabies vaccination.* The dog must be vaccinated against rabies by a licensed veterinarian on an annual basis.

(2) *Current city license.* The owner must purchase an annual city license for the dog, and the dog must wear the city license tag on its collar at all times.

(3) *Microchip.* The dog must be identified by means of a microchip that is injected under its skin by a licensed veterinarian and maintained as long as the animal is kept within the city limits.

(4) *Photo.* The owner must bring their potentially dangerous breed to the city animal shelter to have its photo taken with the owner.

(5) *Sterilized.* The owner must provide documentary proof from a licensed veterinarian that their dog has been spayed or neutered. This requirement shall not apply if:

(a) Animal services receives a letter from the owner's veterinarian, to be confirmed by the animal services veterinarian, stating that the dog is physically unable to reproduce or that the dog is medically compromised to the extent that it cannot be safely sterilized;

(b) The potentially dangerous breed is a registered AKC or UKC show dog with points or with documentation of training for show purposes, if the owner purchases an annual show dog permit for a fee established by the city manager; or

(c) The dog is a registered AKC or UKC dog with points, and the owner purchases an annual breeder's permit for a fee established by the city with the restriction that the dog shall be allowed

to produce or sire no more than one (1) litter per calendar year beginning on January 1 and ending on December 31. For any additional litter produced in any calendar year, there shall be a fine, in addition to any other fine, of five hundred dollars (\$500.00) against both the sire and the bitch, and two hundred fifty dollars (\$250.00) for each live pup.

87.04 PERMIT CONDITIONS.

(1) *Place of confinement.* A potentially dangerous breed must reside at the owner's residence or place of business.

(2) Any property wherein a dangerous animal is kept, harbored or confined shall be posted with warning signs visible from all areas of public access. The warning signs must:

(a) Be no less than ten inches by 12 inches in size.

(b) Contain the words "Warning; Potentially Dangerous Animal" in high contrast lettering on a black background in English, and

(c) Lettering must be no less than three inches high.

(3) *Confinement.* A potentially dangerous dog shall be confined indoors or by means of a fence that is of adequate height and construction to prevent the dog's escape. Potentially dangerous dogs shall not be confined by means of an electronic containment device, or invisible fence. When outside of an area of confinement, a potentially dangerous breed must be restrained by means of a secure leash held by an adult who has the ability to control the dog.

(4) *Leash, harness and muzzle.* It shall be unlawful for any person owning, harboring or having the care of a dangerous or potentially dangerous animal to permit such animal to go beyond the property of such person unless the animal is under the control of a person 19 years of age or older and restrained securely by a harness and leash no longer than six feet and properly muzzled to reasonably prevent the animal from biting.

(5) *Liability Insurance.* It shall be unlawful for any person to own, possess, or license any animal designated as a dangerous animal by a court, designated as a potentially dangerous animal by any animal control authority, or any pit bull as defined in 87.01.3.a without having evidence of a current and effective minimum \$100,000.00 public liability insurance policy to be maintained for the period of such designation or throughout the life of the pit bull.

(6) *No transfer of permit.* A potentially dangerous breed permit shall not transfer to a new owner residing in the city limits. The new owner must meet all registration requirements within ten (10) days of acquiring the dog.

(7) *Relocation reported.* The owner of a potentially dangerous breed may relocate the dog to the owner's new Carter Lake residence or place of business if the owner contacts animal services prior to the relocation in order to report the new address and obtain a new window sticker. The new window sticker must be posted at the new residence or place of business within thirty (30) days of the move.

(8) *Maximum number.* The number of potentially dangerous breed dogs kept, maintained or harbored at one residence shall not exceed two (2).

87.05 BREED DESIGNATION APPEALS. The owner of a dog that has been identified as a potentially dangerous breed under this section shall have the right to an administrative appeal of the breed designation by submitting a request for a hearing to the animal services division manager in writing within five (5) days of the division manager's designation of the owner's dog as a potentially dangerous breed. A hearing to consider disputes and to view the dog's physical characteristics and

pedigree shall be conducted by a committee appointed by the city manager and comprised of at least the animal services veterinarian, an animal behaviorist (or someone with knowledge of lots of breeds) and a Carter Lake citizen. The committee shall make a final determination of the dog's breed or predominant breed characteristics. If the committee determines that the dog is a potentially dangerous breed, as defined by this section, the owner shall have ten (10) days to meet all registration requirements and to comply with all permit conditions.

87.06 COMPLIANCE PERIOD. Within ten (10) days after acquiring a potentially dangerous breed, or after moving to the city with a potentially dangerous breed, or after a potentially dangerous breed designation has been affirmed on appeal, or after noncompliance under this section has been brought to the attention of animal services, the owner of a potentially dangerous breed must register their dog and comply with all potentially dangerous breed regulations.

87.07 ENFORCEMENT.

(1) *Dangerous breed regulation violations.* Failure to comply with any potentially dangerous breed registration requirement or permit condition within the allotted ten (10) day time period shall constitute a violation of this chapter and may result in the issuance of a citation and a warrant to seize the owner's dog if it is not removed from the city limits pending adjudication of the citation.

(2) *Noncruelty violations.* Permits to keep a potentially dangerous breed within the city may be revoked by the animal control upon the owner's second conviction for violation of the city's noncruelty animal code provisions. If the permit(s) is revoked, a warrant to seize the potentially dangerous breed may be served on the owner if the dog is not removed from the city limits. In addition, the owner shall lose their right to register any potentially dangerous breed within the city for a period of two (2) years.

(3) *Cruelty violations.* Upon conviction for any animal cruelty charge, the owner of a potentially dangerous breed shall lose their potentially dangerous breed permit(s) and shall lose their right to register any potentially dangerous breed within the city for a period of ten (10) years. A warrant may be obtained to seize the owner's potentially dangerous breed dog(s) pending adjudication of the cruelty violation citation. Upon conviction for animal cruelty and revocation of the potentially dangerous breed permit, the owner's potentially dangerous breed dog(s) must be removed from the city limits or surrendered to the Little Rock Animal Services Division.

87.08 AUTHORITY TO EUTHANIZE POTENTIALLY DANGEROUS BREED DECLARED TO BE A VICIOUS ANIMAL.

Notwithstanding any provision of this Code of Ordinances, if a potentially dangerous breed is declared to be a vicious animal pursuant to the provisions of subsection 85.10 the dog shall be euthanized within seventy two (72) hours of the final vicious dog declaration.

87.09 BREED AMBASSADOR.

An owner of a pit bull as defined in 87.01.3.a may obtain a designation of "breed ambassador" for such pit bull from the animal control authority by

- (a) completing an application form.
- (b) payment of a fee of \$25.00.
- (c) providing proof of
 - (i) sterilization.
 - (ii) microchipping, including microchip number.
 - (iii) insurance in compliance with 87.04.5,
 - (iv) vaccination and license and
 - (v) successful completion of a responsible pet ownership class and breed ambassador class offered by a local Humane Society and an American Kennel Club Canine Good Citizenship test administered by the animal control authority, and

(d) demonstrating no history of violations by the owner involving such pit bull. Any expense associated with compliance with (c) shall be borne by the owner.

Such designation shall be in effect for one year and may be renewed annually upon meeting each of the foregoing requirements, except that the responsible pet ownership class shall be required only once in any five year period, and provided, that conviction of the owner of such a pit bull for a violation of ordinances 85, 86, or 87 involving such pit bull shall result in termination of the designation effective upon the date of conviction.

The owner of a pit bull which has been designated a "breed ambassador" shall ensure, when such pit bull is not confined in a securely fenced yard, that such pit bull

(a) wears a vest at the owner's expense, with the words "breed ambassador" and the breed ambassador number assigned to such pit bull by the animal control authority affixed on the vest and

(b) is under the control of a person 19 years of age or older and is restrained by a leash no longer than six feet and by a harness and a collar joined with a connector attached to the leash in such a way as to provide a redundant restraint system, but such owner shall not be required to comply with the muzzle requirement of 87.04.4 for such pit bull.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved this _____ day of _____, 2015.

Gerald Waltrip – Mayor

ATTEST:

Doreen Mowery, City Clerk

RESOLUTION NO. _____

WHEREAS, on May 20, 2013 the City Council for the City of Carter Lake adopted a Fee Structure; and

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

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

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

That we do hereby adopt the attached amendments to the “Fee Structure – Effective May 20, 2013” and set the new fees as listed. (see attached)

Passed and approved this 18th day of May, 2015.

Gerald Waltrip, Mayor

ATTEST:

Doreen Mowery – City Clerk

_____ Residential Water Meter w/ remote	Size _____ Fee _____	\$ _____
_____ Commercial Water Meter w/ remote	Size _____ Fee _____	\$ _____
_____ MUD Capital Facilities Charge	Size _____ Fee _____	\$ _____

_____ Lawn Sprinkler Tap w/ Backflow device (50) heads or less	16.50	\$ _____
_____ Lawn Sprinkler w/ (50) heads or more, per each additional head	0.25	\$ _____
_____ Fire Sprinkler Systems	.035/ sq ft	\$ _____
_____ Plumbing for In Ground Pools	60.00	\$ _____
_____ *Dirt Hauling Permit / Storm Water	25.00	\$ _____
_____ *Dirt Hauling / Storm Water (Chapter 133.01A Deposit)	200.00	\$ _____
_____ Check here to have Permit returned to Applicant by Mail	1.50	\$ _____

Minimum Permit Fee \$25.00 TOTAL PERMIT FEE: \$ _____

**Excavating (in/under) City Streets or Right of Ways
 Documented w/City Maintenance Official prior to Permit Issue

 Maint. Official Initials

**Excavating City Streets/Right of Ways Repaired to City Standards 2 Year Guaranty

Signature of Applicant: _____
signature is required to process permit application

Date: _____

Currently Using

Plumbing Permit Application



City of Carter Lake

950 Locust Street

Carter Lake, IA 51510

Office (712) 847-0535

Fax (712) 347-5454

Applicant / Contractor:

Phone: ()

Address:

(City, State, Zip)

Contact Person:

Phone: ()

Property Owner:

Phone: ()

Address:

(City, State, Zip)

Work Site if other then above:

Residential: New

Existing

Commercial: New

Existing

Description of Work / Nature of Construction:

* PROJECT VALUE: \$

*Required Field

QUANTITY	ITEMS	\$ EACH	TOTAL FEE
_____	Gas Piping, (first 1-5 outlets) each additional outlet \$1.50	20.00	\$ _____
_____	Gas Piping, Pressure Check and Black Hills Energy Fax	25.00	\$ _____
_____	Each change in location of plumbing fixtures	9.25	\$ _____
_____	Residential Water Heater or Treating Equipment	13.50	\$ _____
_____	Commercial Water Heater or Treating Equipment	40.00	\$ _____
_____	Backflow Protective Devices: 2 inches (50.8mm) and smaller	12.00	\$ _____
_____	Backflow Protective Devices: Over 2 inches (50.8mm)	22.00	\$ _____
_____	Fixtures or Roughed-in Opening to sewer / or roof drain	9.25	\$ _____
_____	Moving or rearranging any part of drainage or venting system	9.25	\$ _____
_____	Sewer; Check Valve - Backflow Protective Devices	15.00	\$ _____

**Excavating (in/under) City Streets or Right of Ways

Documented w/City Maintenance Official prior to Permit Issue

			Maint Official Initials
_____	Sewer; Tap, Residential (*Dirt Deposit)	600.00	\$ _____
_____	Sewer; Tap, Commercial (*Dirt Deposit)	1750.00	\$ _____
_____	Sewer; Repair, Extension or Alteration (*Dirt Deposit)	42.50	\$ _____
_____	Water Lines; Repair, Extension or Alteration (*Dirt Deposit)	42.50	\$ _____
_____	Water Service; Tap or each stub (*Dirt Deposit)	250.00	\$ _____
_____	MUD Capital Facilities Charge	Size _____ Fee _____	\$ _____
_____	Residential Water Meter w/ remote	Size _____ Fee _____	\$ _____
_____	Commercial Water Meter w/ remote	Size _____ Fee _____	\$ _____

(See Reverse Side)

_____	Lawn Sprinkler Tap w/ Backflow device (50) heads or less	16.50	\$ _____
_____	Lawn Sprinkler w/ (50) heads or more per each additional head	0.25	\$ _____
_____	Fire Sprinkler Systems	0.35/ sq ft	\$ _____
_____	Plumbing for In Ground Pools	60.00	\$ _____
_____	Check here to have Permit returned to Applicant by Mail	1.50	\$ _____
_____	*Dirt Hauling / Storm Water (Chapter 133.01A Deposit)	200.00	\$ _____

Minimum Permit Fee \$25.00 **TOTAL PERMIT FEE:** \$ _____

**Excavating City Streets/Right of Ways Repaired to City Standards 2 Year Guaranty

Signature of Applicant: _____
signature is required to process permit application

Date: _____

ALL WORK SHALL COMPLY WITH THE UNIFORM PLUMBING CODE 2000 EDITION

Jan 2012



COMMERCIAL Electrical Permit Application City of Carter Lake

950 Locust Street Carter Lake, IA 51510
Carter Lake, IA 51510
Office (712) 847-0535 Fax (712) 347-5454

Applicant / Contractor: _____ Phone: () _____

Address: _____
(City, State, Zip)

Contact Person: _____ Phone: () _____

Property Owner: _____ Phone: () _____

Address: _____
(City, State, Zip)

Work Site if other than above:

Commercial: **New** **Existing**

Description of Work / Nature of Construction: _____

*** PROJECT VALUE: \$** _____

← *Required Field

<u>QUANTITY</u>	<u>ITEMS</u>	<u>\$ EACH</u>	<u>TOTAL FEE</u>
_____	Temporary Power Service (each)	\$ 25.00	\$ _____
_____	Receptacle, Switch, & Lighting Fixture 1 - 10 outlets +	\$ 10.00	\$ _____
_____	Excess of 10 11 - 99 \$.30 per outlet	\$ 0.30	\$ _____
_____	Total 100 outlets \$38.00 +	\$ 38.00	\$ _____
_____	Excess of 100 101 - 199 \$.20 per outlet	\$ 0.20	\$ _____
_____	Total 200 outlets \$57.50 +	\$ 57.50	\$ _____
_____	Excess of 200 201 - 299 \$.20 per outlet	\$ 0.20	\$ _____
_____	Total 300 outlets \$77.00 +	\$ 77.00	\$ _____
_____	Excess of 300 301 - 399 \$.20 per outlet	\$ 0.20	\$ _____
_____	Total 400 outlets \$98.00 +	\$ 98.00	\$ _____
_____	Excess of 400 \$.15 per outlet	\$ 0.15	\$ _____
_____	Appliance Wiring each \$8.00 Including but not limited to; wall-mounted electric ovens, countertopped cook tops, electric ranges, through wall a/c units/heaters, food waste grinders, dishwashers, washers & dryers, water heaters	\$ 8.00	\$ _____
_____	New Service per ampere -1 through 200 amps	\$ 25.00	\$ _____
	201 through 300 amps	\$ 35.00	\$ _____
	301 through 400 amps	\$ 50.00	\$ _____

*** continued to next page ***

_____	401 through 600 amps	\$ 85.00	\$ _____
_____	Service larger than 600 amps first 600 ampere @ \$85.00	\$ 85.00	\$ _____
_____	Each additional 100 ampere or fraction of \$20.00	\$ 20.00	\$ _____

_____	Signs, Lighting & Marquees, supplied from one branch circuit,	\$ 25.00	\$ _____
_____	additional branch circuit within the same sign, lighting or marquee	\$ 5.00	\$ _____

_____	Motors 1/4 Horsepower to 5 Horsepower, each	\$ 8.00	\$ _____
_____	5 horse power and over (per HP w/maximum \$400)	\$ 10.00	\$ _____
_____	Generators - up to 10 KV	\$ 15.00	\$ _____
_____	over 10 KW to < 25 KW	\$ 25.00	\$ _____
_____	over 25 KW to < 50 KW	\$ 50.00	\$ _____
_____	over 50 KW to <100 KW	\$100.00	\$ _____
_____	over 100 KW for each 100 KW or fraction there of	\$ 5.00	\$ _____
_____	Transformers - 1.5 KVA to 10.5 KVA	\$ 15.00	\$ _____
_____	10.5 KVA or larger	\$ 25.00	\$ _____

_____	Heating Units - furnaces, grid, cooking or backing equip. Welders, rectifiers		
_____	1 to 10 units, first KW \$7.00 - each additional KW	\$ 0.75	\$ _____
_____	11 to 20 units, first KW \$5.50 - each additional KW	\$ 0.75	\$ _____
_____	21 to 50 units, first KW \$2.00 - each additional KW	\$ 0.75	\$ _____
_____	51 to 100 units, first KW \$1.50 - each additional KW	\$ 0.75	\$ _____
_____	Over 100 units, first KW \$0.25 - each additional KW	\$ 0.50	\$ _____

_____	Heating plants, water boilers, electrode steam boilers		
_____	1 to 480 volts	\$ 15.00	\$ _____
_____	over 480 volts, per KVA, name plate rating (max. \$220)	\$ 1.00	\$ _____

Re-inspection Fee: Fee for each re-inspection when such portion of the work for which inspection was requested is not completed, or when corrections have not been made. **\$25.00**

Additional Fee: To have permit returned to applicant by Mail	\$ 1.50	\$ _____
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Total Permit Fee: \$ _____

Signature of Applicant: _____ Date: _____
signature is required to process permit application



Electrical Permit Application Residential City of Carter Lake

950 Locust Street
Carter Lake, IA 51510
Office (712) 847-0535 Fax (712) 347-5454

Applicant / Contractor: _____ Phone: () _____

Address: _____
(City, State, Zip)

Contact Person: _____ Phone: () _____

Property Owner: _____ Phone: () _____

Address: _____
(City, State, Zip)

Work Site if other then above: _____

Residential: New Existing

Description of Work / Nature of Construction: _____

* PROJECT VALUE: \$ _____

← *Required Field

QUANTITY	ITEMS	\$ EACH	TOTAL FEE
_____	New 1 & 2 Family Residence - First 1,000 sq ft	100.00	\$ _____
_____	Each additional sq ft over 1,000 # _____ sq ft @	0.055	\$ _____
_____	New Multi-family Residence - First 10,000 sq ft (per sq ft)	0.06	\$ _____
_____	Each additional sq ft over 10,000 # _____ sq ft @	0.05	\$ _____

The above fee covers installation of all electrical wiring service & all major appliances, except temporary power poles or service connections.

Additions or Remodels; Receptacles, Switches, Lighting and other Fixtures

_____	First 20 fixtures (110 volts)	25.00	\$ _____
_____	Additional fixtures (over 20) including Low Voltage, each # _____ @	0.55	\$ _____
_____	Service; re-connect & pre-connect, each meter	25.00	\$ _____
_____	Temporary Electrical Service; pole or pedestal mounted receptacle outlets for temporary electrical service for construction sites.	25.00	\$ _____

Residential Appliances; for fixed appliances or receptacle outlets for same.

Including but not limited to; wall-mounted electric ovens, counter-mounted cook tops, electric ranges, through-wall air conditioners, space heaters, food waste grinders, dishwashers, washer & dryer, water heaters....

_____	Residential Appliances; for fixed appliances or receptacle outlets for same.	8.00	\$ _____
_____	Replacement / Repairs; Service Wiring feeders & drops, meters	25.00	\$ _____
_____	Electrical repairs requiring access to panel	25.00	\$ _____

<u>QUANTITY</u>	<u>ITEMS</u>	<u>\$ EACH</u>	<u>TOTAL FEE</u>
_____	New Service per ampere -1 through 200 amps	25.00	\$ _____
_____	201 through 300 amps	35.00	\$ _____
_____	301 through 400 amps	50.00	\$ _____
_____	Hardwired Smoke Detectors (permit & inspection required)	N/C	\$ _____
_____	Re-inspection Fee: <i>Fee for each re-inspection when such portion of the work for which inspection was requested is not completed, or when corrections have not been made</i>	\$25.00	
_____	Additional Fee: To have permit returned to applicant by Mail	1.50	\$ _____

MINIMUM FEE ON ALL ELECTRICAL PERMITS IS \$25.00

TOTAL PERMIT FEE: \$ _____

Signature of Applicant: _____
signature is required to process permit application

Date: _____

ALL WORK SHALL COMPLY WITH THE CURRENT NATIONAL ELECTRIC CODE

May 2015

Currently using

Electrical Permit Application



City of Carter Lake

950 Locust Street

Carter Lake, IA 51510

Office (712) 847-0535 Fax (712) 347-5454

Applicant / Contractor: _____ Phone: () _____

Address: _____
(City, State, Zip)

Contact Person: _____ Phone: () _____

Property Owner: _____ Phone: () _____

Address: _____
(City, State, Zip)

Work Site if other then above: _____

Residential: New Existing Commercial: New Existing

Description of Work / Nature of Construction: _____

* PROJECT VALUE: \$ _____ *Required Field

QUANTITY	ITEMS	\$ EACH	TOTAL FEE
_____	New 1 & 2 Family Residence - First 1,000 sq ft	100.00	\$ _____
_____	Each additional sq ft over 1,000 # _____ sq ft @	0.055	\$ _____
_____	New Multi-family Residence - First 10,000 sq ft (per sq ft)	0.06	\$ _____
_____	Each additional sq ft over 10,000 # _____ sq ft @	0.05	\$ _____

The above fee covers installation of all electrical wiring service & all major appliances, except temporary power poles or service connections.

Additions or Remodels; Receptacles, Switches, Lighting and other Fixtures

_____	First 20 fixtures (110 volts)	25.00	\$ _____
_____	Additional fixtures (over 20) including Low Voltage, each # _____ @	0.55	\$ _____
_____	Service; re-connect & pre-connect, each meter	25.00	\$ _____
_____	Temporary Electrical Service; pole or pedestal mounted receptacle outlets for temporary electrical service for construction sites.	25.00	\$ _____

Residential Appliances; for fixed appliances or receptacle outlets for same.

Including but not limited to; wall-mounted electric ovens, counter-mounted cook tops, electric ranges, through-wall air conditioners, space heaters, food waste grinders, dishwashers, washer & dryer, water heaters...

_____		8.00	\$ _____
_____	Replacement / Repairs; Service Wiring feeders & drops, meters	25.00	\$ _____
_____	Electrical repairs requiring access to panel	25.00	\$ _____
_____	Hardwired Smoke Detectors (permit & inspection required)	N/C	\$ _____

<u>QUANTITY</u>	<u>ITEMS</u>	<u>\$ EACH</u>	<u>TOTAL FEE</u>
_____	New Service per ampere -1 through 200 amps	25.00	\$ _____
_____	201 through 300 amps	35.00	\$ _____
_____	301 through 400 amps	50.00	\$ _____
_____	401 through 600 amps	85.00	\$ _____
_____	Service larger than 600 amps first 600 ampere @ \$85.00		
_____	Each additional 100 ampere or fraction of \$20.00		\$ _____
_____	Signs, Lighting & Marquees, supplied from one branch circuit,	25.00	\$ _____
_____	additional branch circuit within the same sign, lighting or marquee	5.00	\$ _____
_____	Motor 1/4 horsepower to 5 horsepower, each	8.00	\$ _____
_____	5 horsepower and over (per HP w/ maximum of \$400)	10.00	\$ _____
_____	Generators - up to 10 KW	15.00	\$ _____
_____	over 10 KW to 25 KW	25.00	\$ _____
_____	over 25 KW to 50 KW	50.00	\$ _____
_____	over 50 KW to 100 KW	100.00	\$ _____
_____	over 100 KW for each 100 KW or fraction there of	5.00	\$ _____
_____	Transformers - 1.5 KVA to 10.5 KVA	15.00	\$ _____
_____	10.5 KVA or larger	25.00	\$ _____
_____	Heating Units - furnaces, grid, cooking or backing equip. Welders, rectifiers		
	1 to 10 units, first KW \$7.00 - each additional KW	0.75	\$ _____
	11 to 20 units, first KW \$5.50 - each additional KW	0.75	\$ _____
	21 to 50 units, first KW \$2.00 - each additional KW	0.75	\$ _____
	51 to 100 units, first KW \$1.50 - each additional KW	0.75	\$ _____
	Over 100 units, first KW \$0.25 - each additional KW	0.50	\$ _____
_____	Heating plants, water boilers, electrode steam boilers		
	1 to 480 volts	15.00	\$ _____
	over 480 volts, per KVA, name plate rating (max. \$220)	1.00	\$ _____
	Re-inspection Fee: <i>Fee for each re-inspection when such portion of the work for which inspection was requested is not completed, or when corrections have not been made.</i> \$25.00		
_____	Additional Fee: To have permit returned to applicant by Mail	1.50	\$ _____

MINIMUM FEE ON ALL ELECTRICAL PERMITS IS \$25.00

TOTAL PERMIT FEE: \$ _____

Signature of Applicant: _____
signature is required to process permit application

Date: _____

ELECTRICAL PERMIT APPLICATION

Fees Effective April 1, 2003

All work to be in compliance with the National Electrical Code, 1999 edition.

Job Address: 2510 ABBOTT PLAZA Lot #: _____

Customer: Holiday Inn Express Phone: (____) _____

Electrical Contractor: _____

Date Work Started on Project: ____-____-____ Application Date: ____-____-____

Commercial _____ Residential - _____ Units Contract Amount \$ _____

Class of Work: New _____ Addition _____ Alteration _____ Repair _____ Replacement _____

<u>QUANTITY</u>	<u>ITEMS:</u>	<u>\$ EACH</u>	<u>TOTAL FEE</u>
_____	New 1 & 2 Family Residence - First 1,000 sq.ft. (per sq.ft.)	0.070	\$ _____
	Each additional sq.ft. Over 1,000	0.055	\$ _____
_____	New Multi-family Residence - First 10,000 sq.ft. (per sq.ft.)	0.045	\$ _____
	Each additional sq.ft. Over 10,000	0.030	\$ _____
The above fees cover installation of all elect. wiring service & all major appliances except temp power poles or service connections			
_____	Room extensions or additions - outlets and fixtures only - per sq.ft.	0.055	\$ _____
_____	Temporary Service Power Pole (requires separate permit)	25.00	\$ <u>25.00</u>
_____	Temporary electrical wiring installed for construction sites, bldgs, etc.	25.00	\$ <u>25.00</u>
_____	Receptacle, Switch, & Lighting Outlet - 1 - 10 outlets	10.00	\$ _____
	Excess of 10 - per outlet <i>8 type A, B, C, E, K M</i>	0.50	\$ _____
	Total first 100 outlets \$38.00 + Excess of 100 - per outlet <i>13 type D</i>	0.29	\$ _____
	Total first 200 outlets \$57.50 + Excess of 200 - per outlet	0.25	\$ _____
<u>860</u>	Total first 300 outlets \$86.50+ Excess of 300 - per outlet	0.25	\$ _____
	Total first 400 outlets \$98.00 + Excess of 400 - per outlet	0.25	\$ _____
_____	Total first 500 outlets \$109.50 + Excess of 500 - per outlet	0.25	\$ <u>199.50</u>
<u>1010</u>	Lighting fixtures, first lighting fixture	2.30	\$ <u>2.30</u>
	Each additional lighting fixture	0.58	\$ <u>585.22</u>
<u>4</u>	Appliances (wiring for)	8.05	\$ <u>32.20</u>
_____	Motor 1/4 horsepower to 5 horsepower, each <i>94700 watt motor +</i>	8.05	\$ <u>756.70</u>
	5 horsepower and over (Maximum of \$460.00)	10.00	\$ _____
_____	Generators - up to 10 KW	15.00	\$ _____
	over 10 KW to 25 KW	25.00	\$ _____
	over 25 KW to 50 KW	50.00	\$ _____
	over 50 KW to 100 KW	100.00	\$ _____
	over 100 KW, for each 100 KW or fraction thereof	5.00	\$ _____

QUANTITY	ITEMS:	\$ EACH	TOTAL FEE
_____	Transformers - 1.5 KVA to 10.5 KVA	15.00	\$ _____
_____	10.5 KVA or larger	25.00	\$ <u>25.00</u>
_____	Heating units - furnaces, grid, cooking or baking equip, welders, rectifiers		\$ _____
_____	1 to 10 units, first KW \$8.05 - each additional KW unit	0.75	\$ _____
_____	11 to 20 units, first KW \$6.35 - each additional KW unit	0.75	\$ _____
_____	21 to 50 units, first KW \$2.30 - each additional KW unit	0.50	\$ _____
_____	51 to 100 units, first KW \$1.75 - each additional KW unit	0.75	\$ _____
_____	Over 100 units, first KW \$2.00 - each additional KW unit	0.50	\$ _____
_____	Baseboard heaters and infra-red units	1.00	\$ _____
_____	Heating plants, water boilers, electrode steam boilers - 1 to 480 volts	15.00	\$ _____
_____	Over 481 volts, per KVA, boiler name plate rating (maximum \$253)	1.00	\$ _____
_____	Maximum charge for any combination of electric heat	500.00	\$ _____
_____	Signs - Incandescent, florescent or neon transformers 3 @	25.00	\$ <u>75</u>
_____	New service per amp - through 300 volts, per ampere	0.075	\$ <u>187.50</u>
_____	301 through 5600 volts, per ampere	0.200	\$ _____
_____	601 volts and over, per KVA connected load as indicated on OPPD-SDR	0.100	\$ _____
_____	Service re-connect and pre-connect (requires separate permit)	25.00	\$ _____
_____	Repair damaged wiring	25.00	\$ _____
_____	Floodlights - 500 watts or over	10.00	\$ <u>10.00</u>
_____	2 to 10 floodlights, each	4.00	\$ <u>32.00</u>
_____	For each additional floodlight over 10	2.00	\$ <u>4.00</u>
_____	Fees for Re-inspections - first additional trip	free	\$ _____
_____	Each additional trip thereafter	25.00	\$ _____

MINIMUM FEE ON ALL ELECTRICAL PERMITS IS \$25.00

TOTAL PERMIT FEE: \$ 1959.42

Signature _____ *elect Review fee*

3,013.50
4972.92

Service voltage: _____ Amps: _____ #Wires: _____ Phases: _____ Proposed Outage Date & Ti Date: _____

Check #: _____ Date: _____ Permit #: _____

insp allowance
1176.00
6148.92

panels
 A 200A ✓
 B 250A
 C 225A
 D 225
 E 200 ✓
 F 200 ✓
 G 200 ✓
 H ✓
 J ✓
 K ✓
 L ✓
 M _____

BUILDING/CONSTRUCTION PERMITS

Dirt Hauling – Permit Fee		\$ 25.00
Refundable Deposit		200.00
Temporary Structures (Extendable up to five times)		
Residential		
First 30 days container is on site		-0-
Second 30 days container is on site		20.00
Third 30 days container is on site		40.00
Fourth 30 days container is on site		60.00
Fifth 30 days container is on site		80.00
Commercial (Extendable up to two times)		
First 30 days container is on site		50.00
Second 30 days container is on site		50.00
Third 30 days container is on site		50.00
Water Service		
Connection Charge	fee established by MUD	
City Connection Fee		250.00
Water Meter	Cost	
Water Rates	established by city ordinances	
Sewer Services		
Residential Connection Fee		\$ 600.00
Commercial and Industrial Connection Fee		1,750.00
Place Modular/Mobile Home Bldg	(MH)	\$9.50 per 100 sq ft or fraction thereof
Carport	(CP)	15.00
Pool/Spa Permanent above ground	(SP)	30.00
Pool/Spa Permanent in ground	(SP)	60.00
Demolition of Structure	(DE)	\$25 / 1,000 sq ft or fraction thereof
Fence	(FE)	15.00
Curb grind / cut	(CC)	2.50 per liner foot
Siding	(SI)	13.50
Window(s) / Door(S) Replacement	(WD)	\$13.50 (with-in existing openings)
Window(s) / Door (S) w/framing	(WD)	\$25.00 (requiring new or adjustments to openings)
Roofing Replacement (Residential)	(RF)	18.50
Paving	(PV)	\$20.00 (Including pervious materials)
Asphalt and concrete installation		23.00
Shed (10x12 or Smaller)	(SH)	15.00
Deck / Canopy (10x12 or smaller)	(DK)	23.00
Retaining Walls over 3' high	(RW)	13.50
Fire Pits/Grills	(GF)	\$13.50 (stationary or permanent fire pits, cookers, grills, smokers, etc.)
Solid Fuel / Stove	(PS)	15.00

\$100,001 - \$500,000.00

\$800.00 for 1st \$100,001 plus \$3.00 for each \$1,000 or fraction thereof

\$500,001 and up

\$2500.00 for 1st \$500,001 plus \$2.00 for each \$1,000 or fraction thereof

*Includes Paving and Sign permits

Mechanical Permits (see attached application for current fees)

Electrical Permits (see attached application for current fees)

Plumbing Permits (see attached application for current fees)

Current

Sewer Services	\$ 600.00
Residential Connection Fee	1,750.00
Commercial and Industrial Connection Fee	

Place Modular/Mobile Home Bldg (MH)	\$9 50 per 100 sq ft or fraction thereof	15.00
Carport (CP)		30.00
Pool/Spa Permanent above ground (SP)		60.00
Pool/Spa Permanent in ground (SP)	\$25 / 1,000 sq ft or fraction thereof	15.00
Demolition of Structure (DE)		15.00
Fence (FE)	2.50 per liner foot	
Curb grind / cut (CC)		13.50
Siding (SI)		
Window(s) / Door(S) Replacement (WD)	\$13.50 (with-in existing openings)	
Window(s) / Door (S) w/framing (WD)	\$25.00 (requiring new or adjustments to openings)	18.50
Roofing Replacement (Residential) (RF)		23.00
Paving (PV)	\$20.00 (Including pervious materials)	15.00
Asphalt and concrete installation		23.00
Shed (10x12 or Smaller) (SH)		13.50
Deck / Canopy (10x12 or smaller) (DK)		15.00
Retaining Walls over 3' high (RW)		15.00
Fire Pits/Grills (GF)	\$13.50 (stationary or permanent fire pits, cookers, grills, smokers, etc.)	15.00
Solid Fuel / Stove (PS)		Code
Irrigation System W/ Backflow (IS)		

Inspections outside of normal business hours, per hour (minimum charge is two hours)..... \$52.00
 Additional plan review required by changes, additions, or revisions to plans, or to plans for which an initial review has been completed. per 1/2 hour (minimum charge is one-half hour)..... \$26.00

Building Permit Fees - Total Value

RESIDENTIAL
 \$1 - \$2,000.00

\$40.50 - No permit is required if the work has a valuation of less than \$500 unless the work is structural

\$2,001 - \$25,000.00

\$40.50 for the first \$2,000 plus \$1.00 for each Additional \$1,000 or fraction thereof, to and including \$25,000

\$25,001 - \$50,000.00

\$262.50 for the first \$25,000 plus \$6.50 for Each additional \$1,000 or fraction thereof, to and including \$50,000

\$50,001 - \$100,000.00

\$423.50 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof, to and including \$100,000

should be \$40.50

BUILDING/CONSTRUCTION PERMITS

Dirt Hauling – Permit Fee	\$ 25.00
Refundable Deposit	200.00

Temporary Structures (Extendable up to five times)

 Residential

First 30 days container is on site	-0-
Second 30 days container is on site	20.00
Third 30 days container is on site	40.00
Fourth 30 days container is on site	60.00
Fifth 30 days container is on site	80.00

 Commercial (Extendable up to two times)

First 30 days container is on site	50.00
Second 30 days container is on site	50.00
Third 30 days container is on site	50.00

Water Service

Connection Charge	fee established by MUD
City Connection Fee	250.00
Water Meter	Cost
Water Rates	established by city ordinances

Sewer Services

Residential Connection Fee	\$ 600.00
Commercial and Industrial Connection Fee	1,750.00

Place Modular/Mobile Home Bldg	(MH)	\$9.50 per 100 sq ft or fraction thereof
Carport	(CP)	15.00
Pool/Spa Permanent above ground	(SP)	30.00
Pool/Spa Permanent in ground	(SP)	60.00
Demolition of Structure	(DE)	\$25 / 1,000 sq ft or fraction thereof
Fence	(FE)	15.00
Curb grind / cut	(CC)	2.50 per liner foot
Siding	(SI)	13.50
Window(s) / Door(S) Replacement	(WD)	\$13.50 (with-in existing openings)
Window(s) / Door (S) w/framing	(WD)	\$25.00 (requiring new or adjustments to openings)
Roofing Replacement (Residential)	(RF)	18.50
Paving	(PV)	\$20.00 (Including pervious materials)
Asphalt and concrete installation		23.00
Shed (10x12 or Smaller)	(SH)	15.00
Deck / Canopy (10x12 or smaller)	(DK)	23.00
Retaining Walls over 3' high	(RW)	13.50
Fire Pits/Grills	(GF)	\$13.50 (stationary or permanent fire pits, cookers, grills, smokers, etc.)
Solid Fuel / Stove	(PS)	15.00

Irrigation System W/ Backflow

(IS)

Code

Inspections outside of normal business hours, per hour (minimum charge is two hours)..... \$52.00

Additional plan review required by changes, additions, or revisions to plans, or to plans for which an initial review has been completed. per ½ hour (minimum charge is one-half hour)..... \$26.00

Building Permit Fees – Total Value

RESIDENTIAL

\$1 - \$2,000.00

\$40.50 - No permit is required if the work has a valuation of less than \$500 unless the work is structural

\$2,001 - \$25,000.00

\$40.50 for the first \$2,000 plus \$9.50 for each Additional \$1,000 or fraction thereof, to and including \$25,000

\$25,001 - \$50,000.00

\$262.50 for the first \$25,000 plus \$6.50 for Each additional \$1,000 or fraction thereof, to and including \$50,000

\$50,001 - \$100,000.00

\$423.50 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof, to and including \$100,000

Building Permit Fees – Total Value (con't)

\$100,001 - \$500,000.00

\$584.50 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$500,000

\$500,001 - \$1,000,000.00

\$1,711.50 for the first \$500,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$1,000,000

\$1,000,000 and up

\$2,919.02 for the first \$1,000,000 plus \$3.00 for each additional \$1,000 or fraction thereof

COMMERCIAL*

\$2,000 - \$25,000

\$45.00 FOR 1ST \$2,000 plus \$10.00 per additional \$1,000 or fraction thereof

\$25,001 - \$50,000.00

\$300.00 for 1ST \$25,001 plus \$8.00 per additional \$1,000 or fraction thereof

\$50,001 - \$100,000.00

\$500.00 for 1ST \$50,001 plus \$5.00 for each \$1,000 or fraction thereof

\$100,001 - \$500,000.00

\$800.00 for 1st \$100,001 plus \$3.00 for each \$1,000 or fraction thereof

\$500,001 and up

\$2500.00 for 1st \$500,001 plus \$2.00 for each \$1,000 or fraction thereof

*Includes Paving and Sign permits

Mechanical Permits (see attached application for current fees)

Electrical Permits (see attached application for current fees)

Plumbing Permits (see attached application for current fees)

RESOLUTION NO. _____

WHEREAS, the City of Carter Lake, Iowa has adopted ordinances allowing for charges for snow removal; and

WHEREAS, the ordinances allow for recovering costs for the services plus administrative fees as set out by ordinance; and

WHEREAS, it has been determined that tax liens will be assessed against the property that has received the services, in the event the property owners fail to pay for said services and administrative fees; and

WHEREAS, services have been provided to the properties listed and bills have been render to the property owner; and

WHEREAS, the bills remain outstanding;

NOW THEREFORE BE IT RESOLVED that liens be assessed against the properties listed for the amounts determined

(SEE ATTACHMENT A)

BE IT FURTHER RESOLVED that the outstanding amounts be liened and collectible as follows:

\$150 or less – current tax collection (1year to pay) – no interest

\$151 to \$500 – spread out over 3 years – 5% interest

\$501 to \$1500 – spread out over 5 years – 7% interest

\$1501 and above – spread out over 10 years – 9% interest

Passed and approved this 18th day of May 2015.

Gerald Waltrip, Mayor

ATTEST:

Doreen Mowery, City Clerk

RESOLUTION NO. _____

WHEREAS, the City of Carter Lake, Iowa has adopted ordinances allowing for charges for water, storm water, sewer and garbage utilities; and

WHEREAS, the ordinances allow for recovering costs for the services plus administrative fees as set out by ordinance; and

WHEREAS, it has been determined that tax liens will be assessed against the property that has received the services, in the event the property owners fail to pay for said services and administrative fees; and

WHEREAS, services have been provided to the properties listed and bills have been render to the property owner; and

WHEREAS, the bills remain outstanding;

NOW THEREFORE BE IT RESOLVED that liens be assessed against the properties listed for the amounts determined

(SEE ATTACHMENT A)

BE IT FURTHER RESOLVED that the outstanding amounts be liened and collectible as follows:

\$150 or less – current tax collection (1year to pay) – no interest

\$151 to \$500 – spread out over 3 years – 5% interest

\$501 to \$1500 – spread out over 5 years – 7% interest

\$1501 and above – spread out over 10 years – 9% interest

Passed and approved this 18th day of May 2015.

Gerald Waltrip, Mayor

ATTEST:

Doreen Mowery, City Clerk

WATER LIENS - May 2015

05-301500-01	5 Carter Lake Club	119.46	01/09/15
05-205450-17	1314 Dorene Blvd	86.33	12/01/14
05-317150-04	4214 N 15th St	659.61	11/14/14

RESOLUTION NO. _____

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

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

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

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

WHEREAS, Milo and Tammy Womochil owners of record, requests prior approval for eligibility for tax exemption for the proposed improvements as indicated on the attached application.

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

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

BE IT FURTHER RESOLVED:

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

PASSED AND APPROVED THIS 18th DAY OF May 2015.

Gerald Waltrip, Mayor

ATTEST:

Doreen Mowery, City Clerk

EXHIBIT 6

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

Please type or Print

APPLICANT (Owner of Record) Milo, Tammy Womochil

ADDRESS 3712 N. 17th St CITY Carter Lake STATE IA

Name of other Owners of Record (if any) _____

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

Address: 3712 N. 17th St
Legal Description: Carter Lake - Burnsides place
LOT 3

CURRENT PROPERTY VALUE (from assessor's records):
Land: \$ 7500.- Buildings \$ 128,300.-

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

ESTIMATED COST OF IMPROVEMENTS: \$ 200,000.-
Date Started: _____ Date Completed: 2-27-15

TAX EXEMPTION: _____

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

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

ATTACHMENT TO EXHIBIT 6

A. BUILDER'S COST BREAKDOWN

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

TOTAL BUILDING COST \$ 177,000.-

PURCHASE PRICE OF LAND \$ 25,000.-

TOTAL (LAND PLUS IMPROVEMENT COST) \$ 202,000.-

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

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

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

Subscribed and sworn to before me this 14th day of May, ~~1996~~ 2015

Dooreen Mowery
Notary Public or City Clerk

Milo J. Womack
Owner's Name

ACKNOWLEDGEMENTS:

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

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

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

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

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

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

Signature of Applicant: Mike J. Womack
Date Signed: 4-13-13

CITY COUNCIL ACTION:

 Approved (Resolution No.) Date:

 Disapproved.

Reason for disapproval:

COUNTY ASSESSOR ACTION:

 Reviewed and Approved Date:

Assessed valuation of improvements: \$

 Reviewed and Disapproved

Reason for disapproval:

Notification sent to applicant of determination.
Date:

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

Name: FRED Vogt
Address: 120 C.L.C.

Phone: 402-203-4050

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

Or Fax to: 712-347-5454

Or Email to:
Doreen.Mowery@carterlake-ia.gov

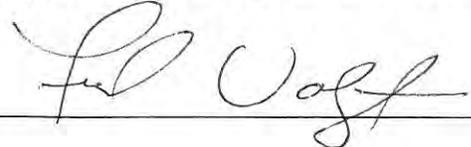
Meeting Date Requested: _____

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

GENERAL COMMENT

Please submit any supporting documents with this application.

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

Signature:  Date: 4-22-15

For Office Use Only:

Date received in Clerk's office: _____

Received by: _____