

AGENDA
CITY OF CARTER LAKE
PUBLIC HEARING AND
REGULAR CITY COUNCIL MEETING
CITY HALL – 950 LOCUST ST.
MONDAY, AUG. 17, 2015 – 7:00 PM

Pledge of Allegiance

Public Hearing

Roll Call

1. Proposed Ordinance to Amend the Unified Land Development Ordinances, Section 309 subsection n: Warehousing (Enclosed-Limited) and Table 4-1 Use Matrix: Industrial and Transportation Uses.

Adjourn Public Hearing

Regular City Council Meeting

I. Roll Call

II. Approval of the Agenda

- A. Additions
- B. Deletions

III. Consent Agenda

IV. New Business

A. Communications from the Public

1. Shoreline Golf, LLC – renew liquor license
2. VFW – renew liquor license
3. Alan Urich – Capital Facilities fees approved at previous council meeting
4. Commercial Parking Permits
5. Final Plat of Nakoma Townhomes, Phase III
6. Owen Parkway Replat One – Lots 1 thru 4 inclusive
7. Detention Pond Maintenance Agreement with OMA Lodging LLC

B. Communications from the Departments

1. Fire Department Update
2. Planning Board Update
3. Storm Water Committee Update
4. Mayor Waltrip
 - a. Business area development
 - b. Lake problems and condition
 - c. Sewer mains in the Club area and also Walker
 - d. Track work behind the library
 - e. Trash pickup problems
5. Disposal of found property and seized property by the Police Dept.
6. City Clerk
 - a. Senior Center Lease Agreement
 - b. Heartland 2050 Regional Vision – funding request

- V. Ordinances
 - A. Ordinance amending Section 2904 of the Unified Land Development Ordinance by adding a new subsection 309 n Warehousing (Enclosed – Limited) and amending Table 4-1 Use Matrix. (1st consideration)
It is anticipated that the council may suspend the rules that require that an ordinance must be considered and voted upon for passage at two council meetings prior to the meeting at which it is to be finally passed, so that the ordinance can be adopted during this meeting.
 - B. Ordinance amending Chapter 87 pertaining to Animal Control – Potentially Dangerous Breeds. (1st consideration)

- VI. Resolutions
 - A. Resolution approving liens for unpaid utility bills
 - B. Resolution to adopt Colonial Insurance flexible benefit plan

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

- VIII. Adjourn

08-14-15
dm

CONSENT AGENDA
REGULAR CITY COUNCIL MEETING
CITY OF CARTER LAKE
MONDAY, AUG. 17, 2015 - 7:00 P.M.

- A. City Council Minutes
 - 1. July 20, 2015 – Regular City Council Meeting
 - 2. July 27, 2015 – Special City Council Meeting
- B. Planning Board Minutes
 - 1. July 13, 2015 – Regular Planning Board Meeting
 - 2. Aug. 3, 2015 – Regular Planning Board Meeting
- C. Safety Committee Minutes – Aug. 5, 2015
- D. Board of Adjustments Minutes – July 27, 2015
- E. Park Board Minutes – June 28, 2015
- F. Building Permits – July 2015
- G. Abstract of Claims for Approval
- H. Delinquent Utility Report
- I. Overtime and Comp time reports
 - 1. July 5, 2015
 - 2. July 19, 2015
 - 3. Aug. 2, 2015
- J. Department Head Reports
 - 1. Senior Center – July, 2015
 - 2. Fire Department – July, 2015
 - 3. Police Department/Animal Control – (See web site: <http://clpd.cityofcarterlake.com/>)
 - 4. City Clerk/Administration – July, 2015
 - 5. Library – July, 2015
 - 6. Resource Center – July, 2015
 - 7. Maintenance – July, 2015
 - 8. Parks Department – no report submitted
 - 9. Building Inspector – (See July 2015 permit report above)
- K. Calendar of events – City Hall/Parks thru Sept. 30, 2015 (as of Aug. 13, 2015 at 1:00 PM)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF CARTER LAKE

The City Council of the City of Carter Lake, Iowa, will hold a public hearing on Monday, August 17, 2015, commencing at 7:00 P.M. in the City Hall, 950 Locust Street, Carter Lake, Iowa, regarding an Ordinance to Amend the Unified Land Development Ordinances, Section 309 sub-section n: Warehousing (Enclosed-Limited) and Table 4-1 Use Matrix: Industrial and Transportation Uses.

For all of the particulars of the Amendment, see the Amendment now on file at the Carter Lake City Hall with the City Clerk of the City of Carter Lake.

At said time and place, individuals may appear and speak in favor of or against the proposals to amend the ordinance. Written comments on the Amendment must be received by the City Clerk prior to the start of the public hearing. At the conclusion of the public hearing, the City Council will consider the Amendment and take appropriate action thereon, including suspending the rules on the requirement that an ordinance must be considered and voted upon for passage at two council meetings prior to the meeting at which it is to be finally passed pursuant to Section 380.3 of the Code of Iowa, 1983 in the City of Carter Lake.

Published at the direction of the City Council of the City of Carter Lake, Iowa.

Doreen Mowery, City Clerk

City of Carter Lake
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Regular City Council Meeting – 7:00 PM

The Pledge of Allegiance

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

Public Hearing

An explanation of the budget amendment was read by the clerk. The proposed budget amendment freezes department head wages, eliminates the position of the Resource Center Office Assistant, discontinues the contract for the newsletter, cuts printing, postage, etc for the newsletter, eliminates purchase of a new police cruiser, retains half of the funds for vehicle repair and maintenance, eliminates funding for the water rescue program, re-allocates funding for the Deputy clerk to ½ administration, ¼ water and ¼ sewer. There were no comments from the public at this time.

Moved by council member Melonis seconded by council member Aldmeyer to close the public hearing. Ayes: Unanimous.

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

II. Approval of the Agenda – Storm water update was removed from the agenda. The animal control officer was added to discuss the pit bull ordinances. Moved by Council member Melonis seconded by council member Hawkins to approve the agenda with the changes. Ayes: Unanimous.

III. Consent agenda – Council member Melonis removed check #59895 from the agenda for discussion during a closed session at a later date. Moved by council member Melonis seconded by council member Cumberledge to approve the consent agenda with the change. Ayes: Unanimous.

IV. New Business

A. Communications from the Public

1. Joyce Redeker was present to discuss the lack of transportation in the area. She introduced George Davis and Deb Skinner owners of Ollie the Trolley. Ms. Skinner works with the marketing portion of the business. They are open to any idea or process that would make it possible to serve the people of Carter Lake and hotel guests with their trolley business. Ms. Skinner stated it would probably be beneficial to Carter Lake to provide some sort of entertainment to visitors to encourage them to return to Carter Lake. Mr. Davis will work on establishing a route and schedule to bring Ollie the Trolley to Carter Lake. Ms. Redeker stated that there are two hotels that provide their own transportation, however there are three local hotels that are interested in receiving service through Ollie the Trolley. The Mayor suggested that the owners of Ollie the Trolley work with Ms. Redeker to create a schedule to provide service. The Mayor stated he would see to it that the route and

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schedule is dropped off at various places throughout Carter Lake. He will also get with the Police Chief to draw up a route.

2. Scott Carroll requested permission for the Improvement Club to close Ave. Q from 8th to 9th Street for their annual Dog Days. The event will be held on Aug. 15, 2015 and security will be provided. They would like to close Ave. Q between 8th and 9th Streets from 2:00 PM until about 2:00 AM. Moved by council member Cumberledge seconded by council member Melonis to approve the request for the Improvement Club to close the street for their Dog Days event. Ayes: Unanimous.
 3. R. J. Brown was present to discuss the current budget amendment. He explained there is still a \$98,000 plus deficit. He stated that our levy will be larger because the Governor has raised the amount of valuation by 3%. He would like to see the levy stay the same in Carter Lake. He wrote a letter to the Governor regarding property taxes.
- B. Communications from the Departments
1. There was not a fire department update at this time.
 2. Ray Pauly reported to the Council for the Planning Board. There is a proposed business looking at 300 Locust Street that will require an amendment to the Land Development Ordinances. The Planning Board will be holding a public hearing on the proposed changes on Monday, Aug. 3, 2015. The planning board believes the proposed business would be a good fit for the building at 300 Locust. The business would tear the skin off of the building and put up a new exterior. The Planning Board would like to see more landscaping on the Locust Street side at 300 Locust Street. The definition of warehousing would need to be changed. There would be no more than 15 trucks a day allowed on a conditional use permit. There would also be additional conditions for the permit. The new business would be purchasing the building and it would end the current use and litigation on that building. The new company would house packaged dry products. Council member Hawkins suggested that the board look at the landscaping on 8th and Broadway in Council Bluffs as a guide or suggestion for landscaping on this piece of property. Council member Cumberledge does not agree with limiting truck traffic. The proposed business would provide 15 to 20 jobs in the warehouse. They would like to close on the deal in the middle of August. Moved by council member Hawkins seconded by council member Melonis to set a public hearing for Monday, Aug. 17, 2015 at 7:00 PM to consider amendments to the Land Development ordinances. Ayes: Unanimous. Mr. Pauly let the planning board know the council was opposed to the enclosed/underground storm water solutions. The board will look at tightening up the current ordinances to make the above ground ponds more visually appealing.
 3. There was not a storm water update at this time.
 4. Mayor Waltrip
 - a. The Mayor stated that the council froze department head wages. The Police Chief has discussed his pay raise with the Mayor. The Chief has an employment agreement with the council that states what his wages will be.

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The Attorney stated there is a contractual agreement that sets his wages. The Mayor doesn't believe there is a way out of giving the Chief the pay raise. Moved by council member Melonis seconded by council member Hawkins to comply with the current contract for the Police Chief's increase. Ayes: Aldmeyer, Hawkins, Melonis. Nays: Cumberledge. The Mayor stated he totally disagrees with this.

b. The Fire Department Coordinator position is not the department head. The Fire Chief is the department head. The Mayor disagrees with the letter of understanding. He believes the Police Chief has a case, but he thinks the council should stick to the call they made previously on freezing the Fire Department Coordinator's pay. Council member Cumberledge stated that the Fire Department Coordinator had originally asked for a 5% pay increase and he should have asked for the same amount as the rest of the employees. Moved by council member Cumberledge seconded by council member Melonis to stay with the pay freeze for Phill Newton. Ayes: Cumberledge, Melonis. Nays: Aldmeyer, Hawkins.

c. The Mayor appointed Patty Midkiff to replace Julie McKillip on the Library Board. Moved by council member Cumberledge seconded by council member Aldmeyer to approve the appointment. Ayes: Unanimous. The Mayor stated that he still has an opening on the Board of Adjustments but the council has turned down his appointments two times, so he would like to nominate someone when there is an entire council available to vote.

d. Mayor Waltrip has met with Dr. Bruckner at the school system twice to discuss the storm water runoff at the school. Dr. Bruckner indicated that her school coordinator stated that the ground had never been raised. Since then, the school would not allow the maintenance department to use their water to do work at the new track. Dr. Bruckner has committed to checking into both issues. The Mayor will not stop until the school fixes the water drainage issue. The Council does not feel it is the City's responsibility and the property owners will probably end up dealing directly with the school.

5. Council member Melonis would like citizen input on naming the new running track near the school. Anyone with a suggestion should submit it to the clerk's office. The mayor suggested that there may be some commercial business that would like to put their name on the park for a fee. The Mayor will scout around for a donor.

6. City Clerk

a. The clerk had presented the council with a draft of meeting rules and guidelines. Council member Aldmeyer suggested that the rules be adopted and a brief outline placed on the back of the agendas for the next several months. Council member Cumberledge stated that running the meetings is the Mayor's job and he has not seen where any meetings have gotten out of hand recently. Council member Melonis does not want to resort to this sort of thing to have calmness at the meetings. She thinks it is ridiculous to adopt regulations and rules so adults will know how to act. Council member Hawkins stated many cities in Iowa put rules and regulations out for the citizens. The Mayor has told the council he would improve on the way the

meetings are handled and he believes he has improved in the last few months. He will not deny anyone the right to come to the podium and speak their mind. He will not give the public a set of rules because it is their right to say what they want. The Mayor stated that he shut two people off earlier in this meeting. He did not run for a popularity contest when he ran for Mayor. He has never heard anyone complain when someone spoke out against him. The citizens have a right to speak their mind. He stated he has the message loud and clear. Moved by council member Melonis to publish the rules as informational guidelines. The Mayor read a list of cities that were used as examples to draft the rules and regulations. Council member Cumberledge seconded Council member Melonis's motion. Ayes: Cumberledge, Melonis. Nays: Aldmeyer, Hawkins. Moved by council member Aldmeyer seconded by council member Hawkins to adopt the rules and meeting procedures for Carter Lake. Ayes: Aldmeyer, Hawkins. Nays: Cumberledge Melonis.

b. The clerk reported that the water utility connection fee, previously collected on behalf of MUD, was set by resolution. MUD is no longer requiring that the City collect the connection fee. Moved by council member Cumberledge seconded by council Hawkins to continue to collect the connection fee and keep it in a separate fund for future improvements. Ayes: Unanimous.

7. Animal Control Officer Shannon Dunlap presented a picture to the council with several dogs and asked if they could identify the 3 dogs that were part pit bull. She has tried for several months to get the council to change the pit bull ordinance. She was told there would be a special committee and that has not happened. If pit bulls are going to be allowed they need to have a license and insurance. She is not able to enforce the current ordinances. Samantha Pacheco was present to report that she owns a black lab and they are the most vicious animal. She does not want any animal to be discriminated against. The Mayor stated that he has not created a task force like he had said because there is no way a committee can come up with a rule to ban any dog. He believes it is the owner that teaches the dog to be mean. Any dog should be banned if it bites. Amber Thomas was present and stated that breed specific laws do not work. The Mayor stated we need to tighten up on the animal control fines. Candy Schlenzick stated that the solution is with the dog owners and a change in the laws regarding "vicious animals". Nicole Driscoll spoke against breed specific legislation. Jacob Collins stated he has been bitten by 3 dogs and none of them were pit bulls. His friend owns a pit bull and cannot let it go outside. Shannon updated the council on NHS statistics for bites. The top biter is a Labrador retriever. She would like to have the ordinance passed that allows pit bulls with certain stipulations. Council member Melonis stated the current pit bull ordinance is not getting enforced and an ordinance is not effective if it is not enforced. She would like to make it mandatory that the ordinances are enforced. She would also like the pit bull ordinance on the next agenda for council consideration. The Mayor stated the Police should take care of the animal control citations. Monica Bentzinger

commended Shannon for the wonderful job she is doing for the City. She thanked her for the positive contributions she is making in Carter Lake.

V. Ordinances

- A. Moved by council member Hawkins seconded by council member Melonis to approve an ordinance designating stops on the third consideration. Ayes: Unanimous.
- B. Moved by council member Aldmeyer seconded by council member Melonis to approve an ordinance amending the adoption of state building codes on the third consideration. Ayes: Aldmeyer, Hawkins, Melonis. Nays: Cumberledge.
- C. Moved by council member Melonis seconded by council member Hawkins to approve an ordinance amending Chapter 85, Animal Protection and Control on the third consideration. Ayes: Unanimous.
- D. Moved by council member Hawkins seconded by council member Melonis to approve an ordinance amending Chapter 86 – Dog and Cat Licenses on the third consideration. Ayes: Unanimous.
- E. Moved by council member Aldmeyer seconded by council member Hawkins to table the ordinance amending Section 2904 of the Unified Land Development Ordinances. Ayes: Unanimous.

VI. Resolutions

- A. Moved by council member Aldmeyer seconded by council member Melonis to adopt a resolution amending the current budget for the fiscal year ending June 30, 2016. Ayes: Unanimous.

VII. Comments

Mary Schomer stated that she has reviewed the meeting guidelines and she thinks they are a good idea and they are not real restrictive. She has told the Mayor he needs to gavel people down when they start to get out of control and ask them to leave the meeting. She wanted to know if we could ask how long a person planned on talking on a certain item when they request to get on the agenda. The Mayor stated that he is not going to let the meetings go again, but people will be allowed to stand up and express their feelings in a civil way. Council member Melonis updated everyone on the status of the new eNewsletter. The Resource Center personnel will be in charge of disseminating the information and the first edition will be released on Sept. 1, 2015. The minutes will not be in the newsletter since they are on the city's website. There will be department highlights, a calendar of events, church information, senior center report, VFW updates, new births, birthdays, obituaries, public pulse, employee pat on the back, and citizen of the month. There will be one page of advertisers. The September issue will have one free standard size ad for the local businesses. There will be a limited number of printed newsletters at City Hall, the Library, and the Senior Center.

Ron Cumberledge stated the pay freezes were put in place to keep kids programming. The fairest way was to choose the highest paid employees.

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The Mayor thanked Barb Melonis and all of the ladies that have worked on and contributed to the newsletter. He would like to see the public pulse portion get used.

Barb Hawkins and Ed Aldmeyer thanked everyone for coming to the meeting. Attorney Thornton stated that it is not unusual to have rules or guidelines adopted and published by cities and school boards.

The meeting was adjourned at 8:40 PM.

Doreen Mowery, City Clerk

Gerald Waltrip, Mayor

City of Carter Lake
City Hall – 950 Locust St.
Special City Council Meeting
Proceedings: Monday, July 27, 2015 – 7:30 PM

Mayor Gerald Waltrip called the Special City Council Meeting to order at 7:30 PM.

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

1. Phill Newton requested that the council go into closed session to discuss the grievance that he filed. Moved by council member Hawkins seconded by council member Aldmeyer to go into closed session pursuant to Chapter 21.5 of the Code of Iowa, subsection (e). Ayes: Aldmeyer and Hawkins. Nays: Cumberledge. There was discussion by the public regarding what is allowable under the law regarding closed sessions. The Mayor objects to closed session and stated he would not say anything during the closed session.

The council went into closed session at 7:38 PM.

The council came back into open session at 7:57 PM.

Moved by council member Cumberledge to deny a July 1 pay increase for Phill Newton. Motion died due to the lack of a second. Moved by council member Hawkins seconded by council member Aldmeyer to approve a 1.75% pay increase for Phill Newton retroactive to July 1, 2015. Ayes: Aldmeyer, Hawkins. Nays: Cumberledge.

2. Council member Cumberledge made a motion to deny the potential claims against the City. Motion died due to the lack of a second. Attorney Thornton requested that the council go into closed session to discuss the claims. Moved by council member Aldmeyer seconded by council member Hawkins to go into closed session pursuant to Chapter 21.5 of the Code of Iowa, subsection (b). Ayes: Aldmeyer and Hawkins. Nays: Cumberledge. The Mayor objected to a closed session and stated that in a conversation with the League of Cities they were adamant that the council should not go into closed session for principal.

The council went into closed session at 8:13 PM.

The council came back into open session at 8:58 PM.

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

Moved by council member Cumberledge seconded by council member Aldmeyer to deny the claim submitted by the clerk. Ayes: Aldmeyer, Cumberledge. Nays: Hawkins.

City of Carter Lake
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Special City Council Meeting
Proceedings: Monday, July 27, 2015 – 7:30 PM

Special city council meeting was adjourned at 8:59 PM.

Doreen Mowery, City Clerk

Gerald Waltrip, Mayor

City Clerk Mowery has the tape from the closed session with Phill Newton.

Attorney Thornton has the tape from the closed session regarding claims.

City of Carter Lake
City Hall – 950 Locust Street
Proceedings: Regular Planning Board Meeting
Monday, July 13, 2015 – 7:00 PM

This Planning Board Meeting was called to order at 7:00 PM by board chairman Ray Pauly.

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

Approval of the Agenda – Moved by board member Palandri seconded by board member Gundersen to approve the agenda as submitted. Ayes: Unanimous.

1. Consent Agenda – Moved by board member Palandri seconded by board member Gundersen to approve the consent agenda as presented. Ayes: Unanimous.

2. New Business

- a. Patrick Kinschler with Williams Enterprises came before the board to discuss a proposed business at 300 Locust Street. The potential buyer would need an ordinance change to the C-1 zoning, amending definitions and classifications. Attorney Thornton does not recommend that the zoning on that property be changed. He would recommend some changes in uses in the C-1 district. The City is still in the middle of litigation with the current property owner. Mr. Kinschler stated that Tighton Tools would be purchasing the property, not leasing. All of their inventory would be distributed from the proposed distribution center at 300 Locust. They distribute tools and fasteners. There would employ 15 to 20 employees at the distribution site. They plan on skinning the building and updating and beautifying the building and landscaping the property. Their goal is to ship and receive all of their products from one location. They average 8 trucks a day, typically Fed Ex and UPS. They leave a trailer at the dock and the workers load the semis for them to pick up the next day. There will not be any retail traffic at the Carter Lake location. The proposal that the Attorney prepared called for a maximum number of trucks going in and out of the commercial area daily. The board recommended that the maximum number of trucks be changed from 10 to 15 in the proposed agreement. There are currently no plans to screen the front of the building from view on Locust. The board suggested they consider some type of berms and trees. Board member Palandri suggested that the proposed use table show this type of business as permitted with a conditional use permit. That way the board could address each unique situation. He would also suggest that the supplemental use standards be included for the most stringent requirements since it is in a commercial area. Steve Griese represents the seller and explained the concern with the conditional use permit is that it could potentially be taken away. The Attorney explained that there would be no time constraints on a conditional use permit. The next step of the process would be a public hearing with the Planning Board and one with the City Council. The Attorney would like the Planning Board to set a public hearing as soon as possible. He is trying to get as much of the process completed before the first of August. Final action by the council could take place on Aug. 17, 2015. Tighton's busy season is Christmas and they would like to be in the building prior to the holiday rush. There was a question about enforcement of the architectural performance standards in section 2305 of the Land Development Ordinances. The plan is to reinstall metal panels and they would consider other ideas to beautify the property including landscaping on the Locust Street side.

Moved by board member Gundersen seconded by board member Dueling to set a public hearing at a date to be determined by the Deputy Clerk and Attorney. Ayes: Unanimous.

- b. Attorney Thornton will amend the proposed ordinance and matrix based on the information discussed during this meeting.

Board member Gundersen wanted to discuss the construction of a detention pond for OMA Lodging, LLC. He would like it to include information on the detention swale being approved by the city engineer. Maintenance and lack of repair are a concern to board member Gundersen. He would like the agreement to enforce the weed ordinance as well as the proposed maintenance agreement. He believes 30 days is too long for the pond to need repair and maintenance. The board would like the agreement to stipulate that the bio-swale must be maintained in “as built” condition.

Attorney Thornton left the meeting at this time.

- c. Board member Pauly reported that he brought up the storm water ordinance at the last city council meeting and it was the council’s opinion that they are not in favor of supporting any changes to the storm water ordinance to require underground detention. Board member Palandri stated it would be nice to see what the City of Council Bluffs has for storm water requirements and see if it is something Carter Lake could incorporate. Board member Gundersen stated that underground storm water infrastructure is the right thing. The pond on 9th and Ave. J does not look good. He doesn’t believe the cost of underground infrastructure will keep anyone out of Carter Lake. Board member Gundersen will look for examples of neighboring cities’ storm detention ordinances. Board member Palandri thinks Papillion probably has some good examples of storm detention ordinances. He would still like to look at what other communities do and make a recommendation to the council.

3. Old Business

- a. There was no update from the storm water committee at this time.

4. Special Meetings - The board will meet for a special meeting at a date to be determined.

5. Assignments - Board member Pauly will attend the next council meeting to submit a board report.

6. Comments

Board member Dueling is looking forward to a new business on Locust Street. Board member Gundersen said it will be nice to get some screening on that property. Board member Palandri thinks a new business will be good for the community. He also thanked Lisa for getting the packets ready for the planning board. Board member Pauly has seen some of the Tighton buildings and they look nice. He thinks they will be a good addition to the community.

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Meeting adjourned at 7:58 PM.

Lisa Ruehle, Deputy City Clerk

Ray Pauly, Chairman

City of Carter Lake
City Hall – 950 Locust Street
Proceedings: Public Hearing and Regular Planning Board Meeting
Monday, Aug. 3, 2015 – 7:00 PM

This Planning Board Meeting was called to order at 7:15 PM by board chairman Ray Pauly.

PUBLIC HEARING

Roll Call: Present: Ed Palandri, Kathy Dueling, Karen Fisher, Jackie Wahl, and Ray Pauly
Absent: Tim Podraza, and Jay Gundersen
Also present: Deputy City Clerk Lisa Ruehle
City Attorney Joe Thornton was present by telephone

Board member Pauly opened the public hearing on an ordinance to amend the Unified Land Development Ordinances, Section 309 sub-section n: Warehousing (Enclosed-Limited) and Table 4-1 Use Matrix: Industrial and Transportation Uses.

Dan Williams, President of Tighton Tools, introduced himself. He has shown interest in purchasing the building at 300 Locust. Their plans are to re-skin the entire building and put on a new roof. He understands there were some questions about some requested additional changes the board would like on the building. He stated that the skin would be similar in color and type as to what currently exists and that there would also be new doors and windows. He wants to make sure that a metal re-skin is in line with what the City requires, however they do not have plans to install a brick facade. Providing their business continues to grow, they may build a larger building next to the existing building. Board member Pauly stated if another building is built the board would discourage the dock doors being placed on the front of the building. Some of the board members would like the new owner to dress up the Locust Street side of the property. Mr. Williams stated they are going to be cleaning up the front driving area and adding some signage. There will not be any outdoor storage at this facility. The Attorney stated that the plans need to be submitted to the board as soon as possible, along with a request for a conditional use permit. Board member Palandri stated that the building inspector would have to be contacted regarding required building permits. Mr. Williams believes if they add on it would be an additional free standing building on the east side of the existing building. They have an internet company called toolbarn.com. Ed Palandri asked Joe if the proposal to re-skin the exterior of the building would be repairs or a remodel. He wanted to make sure that they do not have to conform to the current regulations. He thinks if the assessed value is the improvements is over 50% they would have to conform. Ed stated that on the second free standing building the requirements for the exterior would have to be waived by the planning board and the council if they did not meet the guidelines.

No written comments were submitted for the public hearing.

The public hearing was closed at 7:27 P.M.

Board member Pauly opened the regular meeting at 7:27 PM.

Approval of the Agenda – Moved by board member Palandri seconded by board member Dueling to approve the agenda as submitted. Ayes: Unanimous.

1. Consent Agenda – Moved by board member Dueling seconded by board member Pauly to approve the consent agenda as presented. Ayes: Unanimous.
2. New Business
 - a. Board member Palandri commented that the matrix that is attached to the proposed ordinance is the older one that does not show the P/I district and the most current matrix needs to be attached. Moved by board member Pauly seconded by board member Dueling to recommend approval of the proposed ordinance to the City Council. Ayes: Unanimous.
 - b. Owen Parkway has submitted a proposed replat of Lots 1 thru 4 inclusive. The replat has been prepared showing the additional area for the detention pond. Board member Palandri noted that there are some typos regarding references to notes 3 and 4 that should be notes 4 and 5. The notary also references Nebraska instead of Iowa. Moved by board member Palandri seconded by board member Dueling to recommend approval of the plat with the changes to the reference numbers 3 and 4 and the notary. Ayes: Unanimous. Attorney Thornton will make sure the changes are made, as noted.
 - c. Moved by board member Palandri seconded by board member Pauly to approve an address of 2010 Abbott Drive for Lot 2 on Owen Parkway Replat One. Ayes: Unanimous.
 - d. Dennis Rochford was present and requested board approval for the plat of Phase III of the Nakoma Town Homes. The last item for him to complete was the storm water detention pond. He indicated that the building inspector and maintenance supervisor have both signed off on the detention pond. Mr. Rochford stated that he installed the detention area as approved by the city's engineer in Oct. of 2014. Board member Palandri questioned if phase III included a second egress for vehicles, or a way for vehicles to turn around. Mr. Rochford stated that the issue was previously discussed, but died because the fire chief did not see a reason for egress or a turn around. Board member Palandri asked for a final plan that shows all completed infrastructure. Dennis reported that Phill Newton, Fire Coordinator has no concerns with egress. Board member Palandri questioned if the Building Inspector had any concerns with the project. Mr. Rochford reported that both the Building Inspector and Maintenance Supervisor have reviewed it and have no concerns with the project. Mayor Waltrip stated that when it comes to the street, there is no parking allowed, therefore there is adequate room to travel. He does not believe there is a safety issue with this particular street. Board member Palandri asked how the street was going to be finished on the south side of the property. Dennis stated that the street would be functional and it will look good. He will be landscaping and finishing the other side of the street. The final street has been in for several years. Palandri would like to see a cul-de-sac or a hammerhead at the end of the street. He also stated that the buildings are a nice compliment to the city. Moved by board member Dueling seconded by board member Fisher to recommend conditional approval to include verifying with the building inspector and maintenance supervisor that they have reviewed and approved the plat. Ayes: Unanimous. The Mayor complimented the board on taking on the tough issues and the amount of hours they put into the board.
 - e. The Attorney provided a red-lined version of the proposed Detention Pond Maintenance Agreement for OMA Lodging. The legal description will need to be changed to reflect the

City of Carter Lake
City Hall – 950 Locust Street
Proceedings: Public Hearing and Regular Planning Board Meeting
Monday, Aug. 3, 2015 – 7:00 PM

replat that the board approved at this meeting. Moved by board member Pauly seconded by board member Palandri to approve the agreement. Ayes: Unanimous.

The Attorney thanked the board for their good work. He disconnected from the meeting at this time.

- f. The Storm Water Ordinance was tabled until board member Gundersen is present. Board member Pauly stated that the council is not in favor of the underground storage, however he does not believe the council is opposed to beefing up the ponds to be more aesthetically pleasing like rain gardens and bio-swales.

3. Old Business

- a. There was no update from the storm water committee at this time. There was a meeting however board member Wahl did not receive notice.

4. Special Meetings - The board will meet for a special meeting if needed.

5.

6. Assignments - Board member Pauly will attend the next council meeting to submit a board report.

7. Comments

Board member Fisher stated it is very exciting news to have the new hotels.

Board member Dueling is looking forward to new businesses and more jobs in Carter Lake.

Board member Palandri thanked the clerk's office for the minutes. He would like copies of the recent ordinances that were adopted especially the ones that made changes to the Land Development ordinances.

Board member Pauly is excited to see the new developments and hopefully they spur more development.

Meeting adjourned at 8:07 PM.

Lisa Ruele, Deputy 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	

Proceedings: Board of Adjustments Meeting
Monday, July 27, 2015 - 7:00 PM

Hardy Brown called the meeting to order at 7:13 P.M.

Roll Call: Present: Hardy Brown, Kitty Buchanan, and Bill Blankenship

Absent: Paul Christensen

Also present: City Clerk Doreen Mowery

The board is currently one member short.

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

1. Shannon Dunlap owns the home at 1015 Ave. P. She is requesting a variance to extend a six-foot privacy fence to the front of her home on both sides of the house. Their children's bedroom windows are right by the driveway where they park their cars and they are concerned about privacy. They also have a Siberian husky that can jump over their existing chain link fence. They will be removing the existing cyclone fencing and replacing it with the privacy fence. The board was not in favor of allowing a six-foot fence to extend to the front of the home. Moved by board member Brown seconded by board member Buchanan to grant a variance and allow the six foot privacy fence to replace the existing fence and go four foot beyond the back of the house, on both sides. Ayes: Unanimous.

The board of adjustments meeting was adjourned at 7:23 PM.

Hardy Brown, Chairman

PARKS AND RECREATION BOARD MEETING

SUNDAY JUNE 28, 2015 4:00 P.M.

The Carter Lake Park and Recreation Board met at city Hall on Sunday June 28, 2015 4:00 P. M. The meeting was called to order by Chairman Keebie Kessler at 4:11 P.M. Those in attendance were: Secretary Cheryl Calabretto, Parks and Rec Director Chris Ethen, Bobby Freeman, Chairman Keebie Kessler and Bob Wahl. Chris apologized for not contacting Roger Wilson. Barb Hawkins notified us that she would be unable to attend. Also absent was Genevieve Hawkins.

Keebie made a motion to approve the agenda without any additions or deletions; Bob seconded the motion and the motion passed.

Bob made a motion to approve the minutes of the May 31, 2015 meeting as read; Keebie seconded the motion and the motion passed.

1. Upcoming events:
 - a. Senior movies at City Hall.
 - b. Seniors to Storm Chasers July 22, 2015.
 - c. One summer movie for seniors with admission only.
 - d. All Star Tournament July 6-until ?? depending on number of teams entering.
 - e. Soccer sign ups ??
 - f. Movie night at the ballfield for the community in August.
 - g. Fall Bocci ball for seniors
 - h. Fall Ball
2. There will be a coaches meeting tonight (June 28, 2015) at 6:00 P.M. for those teams participating in the All Star Tournament.
3. The track is pretty much done. Some things need redone. The width was supposed to be 24 feet but is only about 23 feet wide. The lines for the lanes are wavy. The owner of the asphalt company is aware of the problem and will work to fix it.
4. As the baseball season wraps up; Chris was faced with complaints from parents about the number of games played by T Ball teams. Several games were rained out and it was decided that the players only pay for their uniforms and not the games and Chris has no control over the weather so the season will end with teams playing only the games they were able to play. There will be no make ups.

The next meeting will be Sunday August 9, 2015 at 4:00 P.M.

Meeting was adjourned at 4:30 P.M.

Respectfully submitted by

Cheryl J. Calabretto

**2015 July
Residential Building Permits**

Permit #	Date	Applicant	Address	Description	Permit Amount	Date Paid	Recpt. #	Value of Permit	Permit Exp. Date
R113-15	7/13/2015	Karalec Electric	3510 N 9th #208	Repair Wiring Fire	\$ 75.00	7/17/2015	14947	\$ 2,000.00	10/13/2015
R114-15	7/13/2015	Karalec Electric	1333 Holiday Dr	New Sevice Feed/Pan	\$ 50.00	7/17/2015	14946	\$ 2,000.00	10/13/2015
R115-15	7/14/2015	Andersen Roofing	1114 Hiatt St	Replace Roof	\$ 18.50	7/17/2015	14945	\$ 8,125.00	10/14/2015
R116-15	7/14/2015	R.J. Nelson Co. Inc.	230 Marina Ct	Replace Furnace & A/t	\$ 42.00	7/17/2015	14940	\$ 7,800.00	10/14/2015
R117-15	7/15/2015	Hawkeye/Nebr. Sidin	1009 Cachelin	Replace Siding	\$ 13.50	7/17/2015	14939	\$ 5,000.00	10/15/2015
R118-15	7/15/2015	Ron Cumberledge	704 Steel	Demo House	\$ 17.50	7/17/2015	14938	\$ 1,200.00	10/15/2015
R119-15	7/15/2015	Alfredo Reyes	1201 Lindwood	Replace Windows	\$ 13.50	7/17/2015	14943	\$ 1,000.00	10/15/2015
R120-15	7/16/2015	Joe Womochil	3712 N 17th St	20' X 24" Garage	\$ 211.50	7/22/2015	14974	\$ 20,000.00	1/16/2016
R121-15	7/17/2015	Lakeside Mobile Horr	3510 N 9th #278	Replace Meter Jaws	\$ 25.00	7/17/2015	14942	\$ 300.00	8/17/2015
R122-15	7/21/2015	McCarthy One Hour	4348 N 7th	Replace A/C unit	\$ 28.50	7/22/2015	14967	\$ 2,200.00	10/21/2015
R123-15	7/28/2015	Nastase Roofing	1009 Silver Ln	Replace Roof	\$ 18.50	7/29/2015	15025	\$ 8,482.00	10/28/2015
R124-15	7/29/2015	Lakeside Mobile Horr	3510 N 9th #175	New Service & Hardwi	\$ 50.00	7/29/2015	15027	\$ 800.00	8/29/2015
R125-15	7/29/2015	Burton Plumbing Sen	2638 N 5th St	Replace A/C Unit	\$ 28.50	7/29/2015	15026	\$ 4,090.00	8/29/2015
R126-15	7/29/2015	Kyle Wall	1409 Dorene Blvd	Property line Adj.	\$ 100.00	7/29/2015	15029	\$ 500.00	10/29/2015
R127-15	7/29/2015	Lakeside Mobile Horr	3510 N 9th #326	GasLine / BHE Fax	\$ 25.00			\$ 300.00	8/29/2015
R128-15	7/29/2015	Shannon Dunlap	1015 Ave P	Privacy Fence	\$ 15.00			\$ 1,200.00	10/29/2015

Commercial Permits

C12-15	7/14/2015	Trede Electric & Light	2450 N 5th St	Wiring / Starters	\$ 132.50	7/17/2015	14941	\$ 25,000.00	1/14/2015
C13-15	7/21/2015	A1 United	1001 Ave H	Replace A/C unit	\$ 101.50	7/22/2015	14968	\$ 3,800.00	10/21/2015
C14-15	7/21/2015	Litdecker LTD	3000 Airport rd	Accessory Structure 1t	\$ 65.00	7/21/2015	14966	\$ 4,000.00	10/21/2015
C15-15	7/23/2015	Lincoln Hotel Group	2010 Abbott Dr	New Const. Hotel	\$ 12,450.00			\$ 5,000,000.00	7/23/2016
C16-15	7/29/2015	OSB Plumbing	2510 Abbott Plz	Replace Tub Drains	\$ 138.75	7/29/2015	15028	\$ 6,000.00	8/29/2015
C17-15	7/30/2015	Yant Equipment	2450 N 5th st	Cont. Project	\$ 4,095.00			\$ 800,000.00	1/29/2016

TOTAL: \$ 17,714.75

TOTAL: \$ 5,903,797.00

VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE

ACCOUNTS PAYABLE CLAIMS					

GENERAL					
LIABILITIES					
AFFINITYCARE INC	INSURANCE EAP	12.37		60021	7/22/15
AFFINITYCARE INC	INSURANCE EAP	12.29	24.66	60021	7/22/15
AFSCME IOWA COUNCIL 61	UNION DUES	28.71		60025	7/22/15
AFSCME IOWA COUNCIL 61	UNION DUES	26.44	55.15	60049	8/05/15
CITY OF CARTER LAKE	SERVICE CHARGE	1.00		60020	7/22/15
CITY OF CARTER LAKE	SERVICE CHARGE	1.00	2.00	60020	7/22/15
CARTER LAKE PEACE OFFICERS	POLICE DUES	140.00		60017	7/22/15
CARTER LAKE PEACE OFFICERS	POLICE DUES	140.00	280.00	60017	7/22/15
COLONIAL INSURANCE CO	COLONIAL INS	129.47		60016	7/22/15
COLONIAL INSURANCE CO	COLONIAL INS	124.12	253.59	60016	7/22/15
DELTA DENTAL OF IOWA	DENTAL INS	271.31		60023	7/22/15
DELTA DENTAL OF IOWA	DENTAL INS	298.19	569.50	60023	7/22/15
FED/FICA TAXES	FED/FICA TAX	8.42		1321092	7/21/15
FED/FICA TAXES	FED/FICA TAX VOIDED	8.42		1321092	7/21/15
FED/FICA TAXES	FED/FICA TAX	10,615.76		1321093	7/22/15
FED/FICA TAXES	FED/FICA TAX	612.04		1321098	8/01/15
FED/FICA TAXES	FED/FICA TAX	9,505.28	20,733.08	1321099	8/05/15
IPERS	IPERS	406.08		1321094	7/22/15
IPERS	IPERS	5,666.99		1321094	7/22/15
IPERS	IPERS-PROTECTIV	40.84		1321094	7/22/15
IPERS	IPERS	6,046.61	12,160.52	1321094	7/22/15
METLIFE - GROUP BENEFITS	LIFE INSURANCE	138.54		60030	7/28/15
METLIFE - GROUP BENEFITS	LIFE INSURANCE	139.98	278.52	60030	7/28/15
NEBR CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	36.01		1321096	7/22/15
NEBR CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	36.01	72.02	1321100	8/05/15
TREASURER, STATE OF IOWA	STATE TAXES	265.00		1321095	7/22/15
TREASURER, STATE OF IOWA	STATE TAXES	1,445.62		1321095	7/22/15
TREASURER, STATE OF IOWA	STATE TAXES	30.00		1321095	7/22/15
TREASURER, STATE OF IOWA	STATE TAX	1,704.12	3,444.74	1321095	7/22/15
WELLMARK BLUE CROSS AND	MEDICAL INS	3,885.56		60019	7/22/15
WELLMARK BLUE CROSS AND	MEDICAL INS	4,114.42	7,999.98	60019	7/22/15
			=====		
LIABILITIES			45,873.76		
POLICE					
ALAMAR UNIFORMS	Uniforms/Police	Inv #485560	109.99	60051	8/06/15
ALAMAR UNIFORMS	Uniforms/Police	#485560-01	36.50	60051	8/06/15
ALAMAR UNIFORMS	Uniforms/Police	Inv #485647	49.99	60051	8/06/15
ALAMAR UNIFORMS	Uniforms/Police	Inv #485697	99.98	60051	8/06/15
ALAMAR UNIFORMS	Uniforms/Police	Inv#485647-01	163.99	460.45	60091 8/17/15
ALEGENT CREIGHTON HEALTH dba	Physicals/Police	Inv#00126187	340.00	60092	8/17/15
ALEGENT CREIGHTON HEALTH dba	Physicals/Police	Inv#00126189	120.00	460.00	60092 8/17/15
BLACK HILLS ENERGY	Utilities/Police	5168 6463 76		10.39	60052 8/06/15
CITY OF COUNCIL BLUFFS	Vehicle Repairs/Police			465.00	60093 8/17/15
CARTER LAKE MINI MART	Fuel/Police			428.34	60054 8/06/15

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
GLOBAL SOFTWARE	Contract/Police Inv#MN1800072		4,249.00	60101	8/17/15
GREASE MONKEY	Repairs/Police Inv #176136	36.74		60102	8/17/15
GREASE MONKEY	Repairs/Police Inv #176705	35.99	72.73	60102	8/17/15
GREAT PLAINS COMMUNICATIONS	Uniforms/Police Inv #384086	105.00		60060	8/06/15
GREAT PLAINS COMMUNICATIONS	Uniforms/Police Inv #384087	105.00		60060	8/06/15
GREAT PLAINS COMMUNICATIONS	Uniforms/Police Inv #384088	115.00		60060	8/06/15
GREAT PLAINS COMMUNICATIONS	Uniforms/Police Inv #384089	153.00		60060	8/06/15
GREAT PLAINS COMMUNICATIONS	Uniforms/Police Inv #384090	277.00	755.00	60060	8/06/15
IOWA PRISON INDUSTRIES	Academy Uniforms/Police		263.25	60062	8/06/15
JON JAY HUNTLEY JR	Fire Ext Recharg/Police #19277		87.00	60108	8/17/15
SHAWN M. KANNEDY	Uniforms/Police		138.39	60066	8/06/15
CARD SERVICES	Fuel/Police		1,644.73	60038	8/03/15
LAW ENFORCEMENT SYSTEMS, INC	Supplies/Police Inv #190524		351.00	60111	8/17/15
METLIFE - GROUP BENEFITS	LIFE INS/Correct Gonsior		7.48-	60030	7/28/15
OFFICE OF VEHICLE SERVICES	Salvage Inspections/Police			60031	7/28/15
OFFICE OF VEHICLE SERVICES	Salvage Inspections/Police	210.00		60035	7/28/15
OFFICE OF VEHICLE SERVICES	Salvage Inspections/Police	140.00		60073	8/06/15
OFFICE OF VEHICLE SERVICES	Salvage Inspections/Police	260.00	610.00	60074	8/06/15
OPPD	Utilities/Police		579.76	60122	8/17/15
PAPILLION SANITATION	Dumpster/Police Inv#4318823		53.53	60123	8/17/15
REGAL AWARDS	Supplies/Police Inv #87514		278.46	60032	7/28/15
SPRINT	Phones/Police		150.13	60082	8/06/15
STANARD & ASSOCIATES, INC	Supplies/Police SA000028913		5.00	60129	8/17/15
TREAT AMERICA	Training/Police		1,306.87	60085	8/06/15
UPS	Shipping/Police Acct Y505w4		38.40	60086	8/06/15
VERIZON WIRELESS	WiFi/Cruisers Police		287.81	60130	8/17/15
WAHL OPTICAL	Eye Exam/Police		60.00	59998	7/21/15
			=====		
	POLICE		12,747.76		
	FIRE				
ALEGENT CREIGHTON HEALTH dba	Physicals/Fire Inv#00126188		1,292.00	60092	8/17/15
BLACK HILLS ENERGY	Utilities/Fire 8596 0661 21		30.46	60052	8/06/15
CARTER LAKE MINI MART	Fuel/Fire		71.10	60054	8/06/15
EAGLE ENGRAVING	Supplies/Fire Inv #2015-1809		11.25	60059	8/06/15
ECHO GROUP INC	Supplies/Fire S6419989.001		77.58	60098	8/17/15
CARD SERVICES	Fuel/Fire		134.29	60038	8/03/15
MENARDS	Supplies/Fire Inv #31270		6.97	60068	8/06/15
NAPA AUTO PARTS	Vehicle Repairs/Fire #606923	199.25		60070	8/06/15
NAPA AUTO PARTS	Vehicle Repairs/Fire #607930	10.08		60070	8/06/15
NAPA AUTO PARTS	Credit/Fire #608789	10.08-	199.25	60070	8/06/15
OPPD	Utilities/Fire		301.27	60122	8/17/15
PAPILLION SANITATION	Dumpster/Fire Inv#4320191		104.40	60123	8/17/15
			=====		
	FIRE		2,228.57		
	AMBULANCE				
EMERGENCY MEDICAL PRODUCTS	Supplies/Ambulance Inv#1754675	647.66		60099	8/17/15
EMERGENCY MEDICAL PRODUCTS	Supplies/Ambulance Inv#1755266	22.19	669.85	60099	8/17/15
IOWA WESTERN COMM COLLEGE	Training/Ambulance #001566689		75.00	60063	8/06/15
JENNIE EDMUNDSON HOSPITAL	Supplies/Ambulance		28.44	60065	8/06/15
SPRINT	Phone/Ambulance		79.04	60082	8/06/15

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	AMBULANCE		852.33		
	BUILDING INSPECTOR				
BLACK HILLS ENERGY	Utilities/BldgIns 5168 6463 76		.61	60052	8/06/15
DATA TECHNOLOGIES, INC.	Software & License/Bldg Insp		1,525.00	60057	8/06/15
OPPD	Utilities/Bldg Inspector		34.10	60122	8/17/15
SPRINT	Phone/Bldg Inspector		31.90	60082	8/06/15
	BUILDING INSPECTOR		1,591.61		
	ANIMAL CONTROL				
DOLLAR GENERAL-MS	Supplies/AnimalCnt #1000427797		47.70	60097	8/17/15
IA DEPT OF AGRICULTURE AND	Annual License/Animal Control		75.00	60064	8/06/15
CARD SERVICES	Fuel/Animal Control		50.94	60038	8/03/15
NEBRASKA HUMANE SOCIETY	Contract/Animal Control		1,087.00	60071	8/06/15
SPRINT	Phone/Animal Control		84.51	60082	8/06/15
	ANIMAL CONTROL		1,345.15		
	TRAFFIC				
OPPD	Utilities/Traffic		120.84	60122	8/17/15
	TRAFFIC		120.84		
	LIBRARY				
AMAZON	Books/Library		404.03	59995	7/21/15
BLACK HILLS ENERGY	Utilities/Library 7814 9544 02		29.43	60052	8/06/15
COX BUSINESS SERVICES	Phones/Library		71.93	60056	8/06/15
DEMCO	Supplies/Library Inv#5642788		187.12	60058	8/06/15
IOWA LIBRARY SERVICES	Subscription Fees/Library	1,200.00		60027	7/28/15
IOWA LIBRARY SERVICES	Subscription Fees/Library	214.25	1,414.25	60028	7/28/15
OMAHA WORLD HERALD	Subscription/Library		247.00	60075	8/06/15
OPPD	Utilities/Library		618.09	60122	8/17/15
OXMOOR HOUSE	Books/Library Acct #136578622		39.12	60039	8/03/15
PAPILLION SANITATION	Dumpster/Library Inv#4318953		32.13	60123	8/17/15
PRESTO-X	Contract/Fire Inv#30645373		33.74	60125	8/17/15
QUILL CORPORATION	Supplies/Library Inv #5728603	214.03		60080	8/06/15
QUILL CORPORATION	Supplies/Library Inv #5983899	230.18		60080	8/06/15
QUILL CORPORATION	Supplies/Library Inv #6094632	5.98		60080	8/06/15
QUILL CORPORATION	Supplies/Library Inv #6098365	44.11	494.30	60080	8/06/15
TOSHIBA AMERICA BUSINESS SOLUT	Copier/Library ID #90136249988		101.00	60083	8/06/15
	LIBRARY		3,672.14		
	PARKS/RECREATION				
HAUFF MID-AMERICA SPORTS	Supplies/Parks Inv #13949		56.65	60103	8/17/15
PETTY CASH	Petty Cash - Senior Movies	500.00		59999	7/21/15
PETTY CASH	Petty Cash - Parks	408.00	908.00	60090	8/11/15

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
SEAN JOHNSTON	Umpire Fees/Parks		510.00	60124	8/17/15
SAM'S CLUB	Concessions/Parks		2,275.40	60131	8/17/15
			=====		
	PARKS/RECREATION		3,750.05		
	RESOURCE CENTER				
COX BUSINESS SERVICES	Phones/Internet Resource Cntr		183.59	60056	8/06/15
CULLIGAN OF OMAHA	Supplies/Resource Cntr 37952	9.30		60095	8/17/15
CULLIGAN OF OMAHA	Supplies/Senior Center #561860	5.00	14.30	60095	8/17/15
IOWA WORKFORCE DEVELOPMENT	Unemployment/Resource Grant		91.90	1321114	7/31/15
OFFICE DEPOT	Supplies/ResourceCntr 11830735		728.90	60072	8/06/15
PETTY CASH	Petty Cash - Movies/Summer Fun		391.05	59996	7/21/15
ANDREW RYAN	Alcohol Compliance Checks/RC		50.00	60081	8/06/15
SAM'S CLUB	Supplies/Resource Center		165.51	60132	8/17/15
VERIZON WIRELESS	Phones/Resource Center		95.11	60130	8/17/15
			=====		
	RESOURCE CENTER		1,720.36		
	SENIOR CENTER				
BLACK HILLS ENERGY	Utilities/Seniors 1606 0156 54		66.94	60052	8/06/15
FETT'S CITY SUPER SHOP	Vehicle Repairs/Seniors #12540	237.40		60094	8/17/15
FETT'S CITY SUPER SHOP	Vehicle Repairs/Seniors #12574	360.75	598.15	60094	8/17/15
CARTER LAKE MINI MART	Fuel/Bldg Inspector		70.01	60054	8/06/15
CONTROLLED COMFORT HEATING/AIR	A/C Repair/Senior Cntr #124487		192.00	60055	8/06/15
MARILYN HEIDER	Mileage/Senior Center	16.24		60061	8/06/15
MARILYN HEIDER	Mileage/Senior Center	14.56	30.80	60061	8/06/15
CARD SERVICES	Fuel/Senior Center		160.99	60038	8/03/15
OPPD	Utilities/Senior Center		444.88	60122	8/17/15
			=====		
	SENIOR CENTER		1,563.77		
	LEGISLATIVE				
DAILY NONPAREIL	Publications/Admin Acct#35600		823.29	60096	8/17/15
			=====		
	LEGISLATIVE		823.29		
	EXECUTIVE				
BLACK HILLS ENERGY	Utilities/Mayor 5168 6463 76		.61	60052	8/06/15
OPPD	Utilities/Mayor		34.10	60122	8/17/15
GERALD WALTRIP	Reimb/Personal Cell Phone Use		50.00	60087	8/06/15
			=====		
	EXECUTIVE		84.71		
	ADMINISTRATIVE				
BLACK HILLS ENERGY	Utilities/Admin 5168 6463 76		3.97	60052	8/06/15
OFFICE DEPOT	Misc Fees/Admin	84.99		60072	8/06/15
OFFICE DEPOT	Supplies/Admin #776751831	88.98	173.97	60072	8/06/15
OPPD	Utilities/Admin		221.67	60122	8/17/15
PAPILLION SANITATION	Dumpster/Admin Inv#4318823		53.53	60123	8/17/15

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
RESERVE ACCOUNT	Postage Reserve Acct 40752198		250.00	60078	8/06/15
PRESTO-X	Contract/Admin Inv#30645373		75.35	60125	8/17/15
LISA RUEHLE	Domian Renewal/Admin	113.97		60033	7/28/15
LISA RUEHLE	Education Reimbursement/Admin	705.00	818.97	60034	7/28/15
WELLMARK BLUE CROSS BLUE	Annual Admin Fee		200.00	60088	8/06/15
	ADMINISTRATIVE		1,797.46		
	CITY HALL				
BLACK HILLS ENERGY	Utilities/CityHall15168 6463 76		14.35	60052	8/06/15
CONTROLLED COMFORT HEATING/AIR	A/C Repair/City Hall #124347		192.00	60055	8/06/15
COX BUSINESS SERVICES	Phones/Internet City Hall		611.58	60056	8/06/15
HILLYARD / SIOUX FALLS	Supplies/City Hall #601715487		98.42	60104	8/17/15
OFFICE DEPOT	Supplies/City Hall #776751830	173.99		60072	8/06/15
OFFICE DEPOT	Supplies/City Hall #776751831	15.99	189.98	60072	8/06/15
OMAHA COMPOUND COMPANY	Supplies/City Hall Inv#149916	122.04		60121	8/17/15
OMAHA COMPOUND COMPANY	Supplies/City Hall Inv#150101	85.34	207.38	60121	8/17/15
OPPD	Utilities/City Hall		801.46	60122	8/17/15
QUALITY LAWNS	Contract/City Hall Inv #8227		276.00	60126	8/17/15
SAM'S CLUB	Equipment/City Hall		149.88	60131	8/17/15
TPC CONSTRUCTION	Roof repairs/City Hall		1,200.00	60084	8/06/15
	CITY HALL		3,741.05		
	MISC				
AUXIANT	Insurance Admin Fee		156.00	1321115	8/01/15
IOWA WORKFORCE DEVELOPMENT	Unemployment/Previous Amnt Due		1.08	1321114	7/31/15
IPERS	IPERS - Interest/June		20.00	1321094	7/30/15
NAPA AUTO PARTS	Misc fee/Admin #OC-165404		2.33	60119	8/17/15
BARRY PALMER	Payment for damage to truck		600.00	60076	8/06/15
UNITED STATES TREASURY	Form 720 Q2/15 EIN 42-6004325		46.00	60036	7/29/15
	MISC		825.41		
	GENERAL		82,738.26		
	PARKS CIP				
	LIABILITIES				
AFFINITYCARE INC	INSURANCE EAP	1.77		60021	7/22/15
AFFINITYCARE INC	INSURANCE EAP	1.86	3.63	60021	7/22/15
COLONIAL INSURANCE CO	COLONIAL INS	41.69		60016	7/22/15
COLONIAL INSURANCE CO	COLONIAL INS	45.04	86.73	60016	7/22/15
DELTA DENTAL OF IOWA	DENTAL INS	65.31		60023	7/22/15
DELTA DENTAL OF IOWA	DENTAL INS	69.52	134.83	60023	7/22/15
FED/FICA TAXES	FED/FICA TAX	2,180.40		1321093	7/22/15
FED/FICA TAXES	FED/FICA TAX	95.36		1321098	8/01/15
FED/FICA TAXES	FED/FICA TAX VOIDED	111.86-		1321098	8/01/15
FED/FICA TAXES	FED/FICA TAX	1,226.82	3,390.72	1321099	8/05/15
IPERS	IPERS	581.74		1321094	7/22/15

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
IPERS	IPERS	729.08	1,310.82	1321094	7/22/15
METLIFE - GROUP BENEFITS	LIFE INSURANCE	13.60		60030	7/28/15
METLIFE - GROUP BENEFITS	LIFE INSURANCE	14.34	27.94	60030	7/28/15
TREASURER, STATE OF IOWA	STATE TAXES	183.83		1321095	7/22/15
TREASURER, STATE OF IOWA	STATE TAX	304.48	488.31	1321095	7/22/15
WELLMARK BLUE CROSS AND	MEDICAL INS	476.90		60019	7/22/15
WELLMARK BLUE CROSS AND	MEDICAL INS	505.27	982.17	60019	7/22/15
			=====		
	LIABILITIES		6,425.15		
	PARKS/RECREATION				
ACCURATE LAWN & IRRIGATION	Sprinkler Repair/Parks #2245		73.77	60050	8/06/15
BLACK HILLS ENERGY	Utilities/Parks 5168 6463 76		.61	60052	8/06/15
CARTER LAKE MINI MART	Fuel/Parks		793.53	60054	8/06/15
COX BUSINESS SERVICES	Phones/Parks		75.44	60056	8/06/15
KUTIBROS INC	Curb Grinding/Track Grant		175.00	60029	7/28/15
CARD SERVICES	Fuel/Parks		55.67	60038	8/03/15
BRYAN STEFFEN	Supplies/Parks Inv #1388		214.00	60067	8/06/15
HARLENE M WILSON	Tire Repair/Parks Inv #491775		13.00	60113	8/17/15
MENARDS	Supplies/Parks Inv #33648	59.96		60114	8/17/15
MENARDS	Supplies/Track & Field #33774	264.75	324.71	60114	8/17/15
MICKLIN LUMBER CO	Supplies/Parks Inv #732275		16.96	60116	8/17/15
MIDWEST TURF & IRRIGATION	Sprinkler Repair/Parks 3696216		66.00	60118	8/17/15
NAPA AUTO PARTS	Vehicle Repair/Parks #624905		129.00	60119	8/17/15
OMAHA COMPOUND COMPANY	Supplies/Parks Inv#149866		59.76	60121	8/17/15
OPPD	Utilities/Parks		1,347.35	60122	8/17/15
PAPILLION SANITATION	Dumpster/Parks Inv#4318823		53.54	60123	8/17/15
PETTY CASH	Petty Cash - Senior Outing		185.50	60040	8/03/15
SAM'S CLUB	Vehicle Repair/Parks		103.90	60131	8/17/15
SPRINT	Phones/Parks		101.05	60082	8/06/15
			=====		
	PARKS/RECREATION		3,788.79		
			=====		
	PARKS CIP		10,213.94		
	AMBULANCE CIP				
	AMBULANCE				
EMS BILLING SERVICES, INC	Billing/Ambulance Inv#20152046		227.49	1321110	7/21/15
EMS BILLING SERVICES, INC	Refund/Ambulance		70.88	60110	8/17/15
			=====		
	AMBULANCE		298.37		
			=====		
	AMBULANCE CIP		298.37		
	FIRE DEPT CIP				
	FIRE				
FELD FIRE	Supplies/Fire Bond #0282099-IN		700.00	60100	8/17/15

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	FIRE		700.00		
	FIRE DEPT CIP		700.00		
	ROAD USE				
	LIABILITIES				
AFFINITYCARE INC	INSURANCE EAP	1.03		60021	7/22/15
AFFINITYCARE INC	INSURANCE EAP	.94	1.97	60021	7/22/15
COLONIAL INSURANCE CO	COLONIAL INS	12.64		60016	7/22/15
COLONIAL INSURANCE CO	COLONIAL INS	9.29	21.93	60016	7/22/15
DELTA DENTAL OF IOWA	DENTAL INS	30.91		60023	7/22/15
DELTA DENTAL OF IOWA	DENTAL INS	26.70	57.61	60023	7/22/15
FED/FICA TAXES	FED/FICA TAX	673.18		1321093	7/22/15
FED/FICA TAXES	FED/FICA TAX	664.47	1,337.65	1321099	8/05/15
IPERS	IPERS	431.04		1321094	7/22/15
IPERS	IPERS	430.77	861.81	1321094	7/22/15
METLIFE - GROUP BENEFITS	LIFE INSURANCE	8.00		60030	7/28/15
METLIFE - GROUP BENEFITS	LIFE INSURANCE	7.26	15.26	60030	7/28/15
TREASURER, STATE OF IOWA	STATE TAXES	129.17		1321095	7/22/15
TREASURER, STATE OF IOWA	STATE TAX	131.52	260.69	1321095	7/22/15
WELLMARK BLUE CROSS AND	MEDICAL INS	456.39		60019	7/22/15
WELLMARK BLUE CROSS AND	MEDICAL INS	427.99	884.38	60019	7/22/15
	LIABILITIES		3,441.30		
	ROAD USE				
AUXIANT	Health Ins/Maintenance		30.00	1321111	7/21/15
BLACK HILLS ENERGY	Utilities/Maint 7038 8375 25		267.18	60052	8/06/15
CARTER LAKE MINI MART	Fuel/Maintenance		359.13	60054	8/06/15
ECHO GROUP INC	Supplies/Maint S6449233.001		59.72	60098	8/17/15
IOWA WORKFORCE DEVELOPMENT	Unemployment/Maintenance		179.01	1321114	7/31/15
JOHNSON HARDWARE CO	Supplies/Maint 0800027-IN		68.16	60109	8/17/15
CARD SERVICES	Fuel/Maintenance		196.62	60038	8/03/15
LAWSON PRODUCTS	Supplies/Maint Inv#9303447973		117.01	60112	8/17/15
MICHAEL TODD & CO	Supplies/Maint Inv #147831	675.20		60115	8/17/15
MICHAEL TODD & CO	Supplies/Maint Inv #147877	462.96	1,138.16	60115	8/17/15
MICKLIN LUMBER CO	Supplies/Maint Inv #732527	27.98		60116	8/17/15
MICKLIN LUMBER CO	Supplies/Maint Inv #732970	85.93		60116	8/17/15
MICKLIN LUMBER CO	Supplies/Maint Inv #733142	122.97	236.88	60116	8/17/15
MIDWEST TIRE CO INC	Vehicle Repair/Maint 1-249977		1,638.47	60117	8/17/15
NAPA AUTO PARTS	Vehicle Repairs/Maint #615160	177.30		60070	8/06/15
NAPA AUTO PARTS	Vehicle Repairs/Maint OC150705	.09	177.39	60070	8/06/15
NEFF TOWING SERVICE	Vehicle repairs/Maint #186109		200.00	60120	8/17/15
OPPD	Utilities/Maintenance		302.05	60122	8/17/15
PAPILLION SANITATION	Dumpster/Maint Inv#4318823		53.53	60123	8/17/15
PRECISION DOOR SERVICE INC	Garage Doors/Maint		6,347.50	60089	8/11/15
PRESTO-X	Contract/Maint Inv#30645373		37.13	60125	8/17/15
PROFESSIONAL TREE SERVICE	Remove Trees/Maint #290459		1,600.00	60079	8/06/15
SPRINT	Phones/Maintenance		224.10	60082	8/06/15

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
STETSON BUILDING PRODUCTS	Supplies/Maint Inv #1282558		563.15	59997	7/21/15
	ROAD USE		13,795.19		
	STREET LIGHTS				
OPPD	Utilities/St Lights		11,655.43	60122	8/17/15
	STREET LIGHTS		11,655.43		
	ROAD USE		28,891.92		
	EMPLOYEE BENEFITS				
	POLICE				
AUXIANT	Health Ins/Police	171.88		1321111	7/21/15
AUXIANT	Health Ins/Police	30.00	201.88	1321116	8/04/15
IOWA WORKFORCE DEVELOPMENT	Unemployment/Police		1,400.68	1321114	7/31/15
	POLICE		1,602.56		
	FIRE				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Fire		121.52	1321114	7/31/15
	FIRE		121.52		
	BUILDING INSPECTOR				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Bld Inspector		69.22	1321114	7/31/15
	BUILDING INSPECTOR		69.22		
	ANIMAL CONTROL				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Animal Control		31.30	1321114	7/31/15
	ANIMAL CONTROL		31.30		
	LIBRARY				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Library		272.40	1321114	7/31/15
	LIBRARY		272.40		
	PARKS/RECREATION				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Parks		396.03	1321114	7/31/15
	PARKS/RECREATION		396.03		
	RESOURCE CENTER				

**** City of Carter Lake ****
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
IOWA WORKFORCE DEVELOPMENT	Unemployment/Resource Center		174.88	1321114	7/31/15
	RESOURCE CENTER		174.88		
	SENIOR CENTER				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Senior Center		113.20	1321114	7/31/15
	SENIOR CENTER		113.20		
	ADMINISTRATIVE				
AUXIANT	Health Ins/Admin		30.00	1321112	7/28/15
IOWA WORKFORCE DEVELOPMENT	Unemployment/Admin		272.02	1321114	7/31/15
	ADMINISTRATIVE		302.02		
	CITY HALL				
IOWA WORKFORCE DEVELOPMENT	Unemployment/City Hall		3.49	1321114	7/31/15
	CITY HALL		3.49		
	EMPLOYEE BENEFITS		3,086.62		
	URBAN RENEWAL #2				
	URBAN RENEWAL				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Urban Revite		5.42	1321114	7/31/15
	URBAN RENEWAL		5.42		
	URBAN RENEWAL #2		5.42		
	LAKE PROJECTS				
	LAKE PROJECTS				
CARD SERVICES	Fuel/Harvester		110.68	60038	8/03/15
NAPA AUTO PARTS	Eqp Repairs/Harvester #602993		18.83	60070	8/06/15
	LAKE PROJECTS		129.51		
	LAKE PROJECTS		129.51		
	WATER				
	LIABILITIES				
AFFINITYCARE INC	INSURANCE EAP	1.16		60021	7/22/15

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
AFFINITYCARE INC	INSURANCE EAP	1.22	2.38	60021	7/22/15
AFSCME IOWA COUNCIL 61	UNION DUES	27.66		60025	7/22/15
AFSCME IOWA COUNCIL 61	UNION DUES	27.37	55.03	60049	8/05/15
BOMGAARS	UNIFORMS		75.96	60024	7/22/15
COLONIAL INSURANCE CO	COLONIAL INS	29.94		60016	7/22/15
COLONIAL INSURANCE CO	COLONIAL INS	33.32	63.26	60016	7/22/15
DELTA DENTAL OF IOWA	DENTAL INS	47.48		60023	7/22/15
DELTA DENTAL OF IOWA	DENTAL INS	49.79	97.27	60023	7/22/15
FED/FICA TAXES	FED/FICA TAX	604.14		1321093	7/22/15
FED/FICA TAXES	FED/FICA TAX	106.84		1321098	8/01/15
FED/FICA TAXES	FED/FICA TAX	568.55	1,279.53	1321099	8/05/15
IPERS	IPERS	74.55		1321094	7/22/15
IPERS	IPERS	333.43		1321094	7/22/15
IPERS	IPERS	368.03	776.01	1321094	7/22/15
METLIFE - GROUP BENEFITS	LIFE INSURANCE	9.65		60030	7/28/15
METLIFE - GROUP BENEFITS	LIFE INSURANCE	10.31	19.96	60030	7/28/15
SAM'S CLUB	UNIFORMS		18.48	60018	7/22/15
TREASURER, STATE OF IOWA	STATE TAXES	3.00		1321095	7/22/15
TREASURER, STATE OF IOWA	STATE TAXES	80.20		1321095	7/22/15
TREASURER, STATE OF IOWA	STATE TAX	96.15	179.35	1321095	7/22/15
WELLMARK BLUE CROSS AND	MEDICAL INS	424.38		60019	7/22/15
WELLMARK BLUE CROSS AND	MEDICAL INS	444.17	868.55	60019	7/22/15
	LIABILITIES		3,435.78		
	WATER				
COUNCIL BLUFFS WATER WORKS	Water Testing MISC00000256521		100.00	60053	8/06/15
STATE HYGIENIC LABORATORY	Lab testing/Water Inv#59160		360.00	60106	8/17/15
TREASURER, STATE OF IOWA	Sales Tax/Water		3,008.18	1321113	7/31/15
IOWA WORKFORCE DEVELOPMENT	Unemployment/Water		188.77	1321114	7/31/15
MUD	Water Acct 112000331048		22,412.68	60069	8/06/15
PEOPLESERVICE, INC	Billing/Water Inv #0025066		6,453.00	60077	8/06/15
	WATER		32,522.63		
	WATER		35,958.41		
	SEWER				
	LIABILITIES				
AFFINITYCARE INC	INSURANCE EAP	1.87		60021	7/22/15
AFFINITYCARE INC	INSURANCE EAP	1.89	3.76	60021	7/22/15
AFSCME IOWA COUNCIL 61	UNION DUES	45.34		60025	7/22/15
AFSCME IOWA COUNCIL 61	UNION DUES	45.63	90.97	60049	8/05/15
COLONIAL INSURANCE CO	COLONIAL INS	29.94		60016	7/22/15
COLONIAL INSURANCE CO	COLONIAL INS	31.90	61.84	60016	7/22/15
DELTA DENTAL OF IOWA	DENTAL INS	47.47		60023	7/22/15
DELTA DENTAL OF IOWA	DENTAL INS	49.32	96.79	60023	7/22/15
FED/FICA TAXES	FED/FICA TAX	779.34		1321093	7/22/15
FED/FICA TAXES	FED/FICA TAX	767.71	1,547.05	1321099	8/05/15
IPERS	IPERS	443.62		1321094	7/22/15

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
IPERS	IPERS	478.80	922.42	1321094	7/22/15
METLIFE - GROUP BENEFITS	LIFE INSURANCE	15.06		60030	7/28/15
METLIFE - GROUP BENEFITS	LIFE INSURANCE	15.54	30.60	60030	7/28/15
SAM'S CLUB	UNIFORMS		51.05	60018	7/22/15
TREASURER, STATE OF IOWA	STATE TAXES	112.18		1321095	7/22/15
TREASURER, STATE OF IOWA	STATE TAX	126.73	238.91	1321095	7/22/15
WELLMARK BLUE CROSS AND	MEDICAL INS	402.60		60019	7/22/15
WELLMARK BLUE CROSS AND	MEDICAL INS	414.30	816.90	60019	7/22/15
	LIABILITIES		3,860.29		
	SEWER				
CARTER LAKE MINI MART	Fuel/Sewer		359.12	60054	8/06/15
COX BUSINESS SERVICES	Phones/Sewer		190.38	60056	8/06/15
HUTCHESON ENGINEERING PRODUCTS	Repairs/Sewer Inv #41433		175.00	60105	8/17/15
TREASURER, STATE OF IOWA	Sales Tax/Sewer		475.69	1321113	7/31/15
IOWA WORKFORCE DEVELOPMENT	Unemployment/Sewer		196.13	1321114	7/31/15
CARD SERVICES	Fuel/Sewer		196.61	60038	8/03/15
OPPD	Utilities/Sewer		1,222.16	60122	8/17/15
	SEWER		2,815.09		
	SEWER		6,675.38		
	SOLID WASTE				
	GARBAGE				
TREASURER, STATE OF IOWA	Sales Tax/Garbage		.91	1321113	7/31/15
IOWA WASTE SYSTEMS, INC	Contract/Garbage Inv#57X00014		2,864.18	60107	8/17/15
	GARBAGE		2,865.09		
	SOLID WASTE		2,865.09		
	STORM WATER				
	LIABILITIES				
FED/FICA TAXES	FED/FICA TAX	86.84		1321093	7/22/15
FED/FICA TAXES	FED/FICA TAX	14.16	101.00	1321099	8/05/15
TREASURER, STATE OF IOWA	STATE TAX		2.00	1321095	7/22/15
	LIABILITIES		103.00		
	STORM WATER				
IOWA WORKFORCE DEVELOPMENT	Unemployment/Storm water		23.73	1321114	7/31/15
MICKLIN LUMBER CO	Supplies/Storm water #732438	35.90		60116	8/17/15
MICKLIN LUMBER CO	Supplies/Storm water #732527	55.45	91.35	60116	8/17/15
OPPD	Utilities/Storm water		650.47	60122	8/17/15

**** City of Carter Lake ****
 ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	STORM WATER		765.55		
	STORM WATER		868.55		
	TOTAL ACCOUNTS PAYABLE CHECKS		172,431.47		
PAYROLL CHECKS					
	001 GENERAL		50.79		
	PAYROLL CHECKS ON 7/21/2015		50.79		
	001 GENERAL		28,244.39		
	004 PARKS CIP		7,407.61		
	110 ROAD USE		2,118.51		
	600 WATER		1,734.93		
	610 SEWER		2,286.78		
	740 STORM WATER		522.08		
	PAYROLL CHECKS ON 7/22/2015		42,314.30		
	001 GENERAL		2,685.15		
	600 WATER		407.83		
	PAYROLL CHECKS ON 8/01/2015		3,092.98		
	001 GENERAL		25,037.74		
	004 PARKS CIP		4,228.66		
	110 ROAD USE		2,149.34		
	600 WATER		1,732.60		
	610 SEWER		2,304.17		
	740 STORM WATER		85.42		
	PAYROLL CHECKS ON 8/05/2015		35,537.93		
	TOTAL PAYROLL CHECKS		80,996.00		
**** PAID	TOTAL ****		253,427.47		
***** REPORT TOTAL *****			253,427.47		

WATER UTILITY - ACCOUNTS IN ARREARS
August 12, 2015

<u>Account #</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>120 days</u>	<u>TOTAL</u>
05-102000-01	87.42	11.00			98.42
05-205750-02	293.22				293.22
05-207150-04	20.63				20.63
05-207200-03	80.25	82.63	24.81		187.69
05-301550-01	25.99				25.99
05-303550-05	78.54	9.69			88.23
05-308400-02	20.15				20.15
05-318000-08	36.50				36.50
05-318400-07	28.70				28.70
01-320000-02	67.27				67.27
05-321200-04	27.97				27.97
05-403750-03	92.80	27.58			120.38
05-407900-04	194.95				194.95
05-501500-02	83.25				83.25
TOTALS	\$ 1,137.64	\$ 130.90	\$ 24.81	\$ -	\$ 1,293.35

FINAL ACCOUNTS
August 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	-	70.16	16.16	-	-	86.32	04/15/15	06/11/15
05-205350-03	85.12	10.39	-	-	-	95.51	7/15	
05-205450-18	39.59	88.58	95.36	-	-	223.53	7/15	
05-207350-05	-	69.30	19.59	-	-	88.89	03/03/15	LL 6/11/15
05-208500-03	-	-	-	23.54	-	23.54	5/15	06/11/15
05-208500-04	65.40	117.87	80.42	-	-	263.69	7/15	
05-211100-15	-	66.12	80.42	-	-	146.54	7/15	
05-212900-09	74.37	94.58	82.28	4.89	-	256.12	7/15	
05-213650-12	97.07	91.66	1.16	-	-	189.89	7/15	
05-302150-02	-	70.25	6.05	-	-	76.30	6/15	
05-307150-06	80.83	-	-	-	-	80.83	7/15	
05-308730-02	97.08	-	-	-	-	97.08	7/15	
05-317100-05	-	-	-	-	89.49	89.49	Payments	
05-317200-10	69.30	-	-	-	-	69.30	6/15	
05-321700-02	29.16	-	-	-	-	29.16	6/15	
05-401900-10	82.73	2.86	-	-	-	85.59	7/15	
05-402050-05	101.85	110.71	0.33	-	-	212.89	7/15	
05-402750-06	75.56	-	-	-	-	75.56	7/15	
05-408950-06	67.90	58.51	-	-	-	126.41	5/15	06/11/15
05-410000-04	69.80	79.23	0.66	-	-	149.69	7/15	
05-410050-05	75.56	2.62	-	-	-	78.18	7/15	
						\$ 2,581.79		

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	
05-401300-03	-	-	-	-	98.98	98.98	6/15	
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	
						\$ 2,329.49		

ACCOUNTS PLACED AS LIENS

Account #	CURRENT	30 days	60 days	90 days	120 days	TOTAL		
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	
05-205450-17	-	-	-	-	86.33	86.33	May-15	
05-206900-02	56.70	66.12	4.07	-		126.89	Feb-12	
05-207200-02	-	-	-	82.02	39.18	121.20	01/16/15	LIEN 6/15
05-207400-03	60.79	49.21	-	-		110.00	Sep-11	
05-210200-00	-	-	-	26.62	-	26.62	May-15	
05-210200-04	75.91	86.98	73.25	73.25	568.81	878.20	5/15	LIEN 6/15
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	
05-301500-01	-	58.42	61.04	-	-	119.46	May-15	
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	
05-317150-04	-	-	-	-	659.61	659.61	May-15	
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	
						\$ 10,301.55		

OVERTIME AND COMPTIME REPORT

July 5, 2015

<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
JOSH DRISCOLL			
06/25/15	STEP	2	\$ 77.98
DAN DRIVER			
06/28/15	Called out	5 1/2	\$ 225.17
BROCK GENTILE			
06/17/15	STEP	2 1/2	78.73
06/19/15	STEP	2 1/2	79.88
		<u>5</u>	<u>\$ 158.60</u>
RONALD HANSEN			
07/03/15	Arrest	3	\$ 113.10
JON MEYER			
06/22/15	STEP	4	125.96
06/28/15	Search warrant	5	157.45
		<u>9</u>	<u>\$ 283.41</u>
TOTAL POLICE OVERTIME:		24 1/2	\$ 858.26
<u>PARKS DEPT OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
RONNIE FISHER			
06/23/15	Field prep	1/2	\$ 9.48
MARK MURRAY			
06/23/15	Field prep	1 1/2	40.95
06/24/15	Field prep	1 1/2	40.95
07/05/15	Field prep	1	27.78
		<u>4</u>	<u>\$ 109.68</u>
TOTAL PARKS OVERTIME:		4 1/2	\$ 119.16
<u>ADMIN OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
LISA RUEHLE			
06/27/15	Financials, Monthly Payroll	2 1/2	96.45
TOTAL ADMIN OVERTIME:		2 1/2	\$ 96.45
TOTAL ALL OVERTIME:		<u>31 1/2</u>	<u>\$ 1,073.87</u>

<u>COMPTIME USED:</u>	<u>HOURS</u>
JON MEYER	
06/24/15	2
TOTAL COMPTIME USED:	<u>2 HRS</u>

<u>COMPTIME BALANCES:</u>	<u>HOURS</u>
JOSH DRISCOLL	10 1/2
BROCK GENTILE	0
RYAN GONSIOR	7 1/4
RONALD HANSEN	80
JON MEYER	5 1/4
MATT OWENS	69 3/4
NOAH SCHILLING	1 1/2
TOTAL COMP BALANCES:	<u>174 1/4</u>

<u>ADMIN HOURS EARNED</u>	<u>HOURS</u>
RON ROTHMEYER	
07/01/15	Per Contract 80
TOTAL ADMIN HOURS EARNED:	<u>80</u>

OVERTIME AND COMPTIME REPORT

July 5, 2015

ADMIN HOURS USED:

HOURS

DOREEN MOWERY

06/22/15

2

06/23/15

1

07/01/15

2

TOTAL ADMIN HOURS USED:

5

ADMIN BALANCES:

HOURS

CHRIS ETHEN

50

SHAWN KANNEDY

80

DOREEN MOWERY

40

RON ROTHMEYER

80

TOTAL ADMIN BALANCES:

250

OVERTIME AND COMPTIME REPORT

July 19, 2015

<u>MAINTENANCE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
STANLEY OLSEN			
07/10/15	Water break	2	\$ 51.34
DAMIAN ROTHMEYER			
07/08/15	Take down bleachers at field 3	2	40.12
07/10/15	Water break	2	40.12
		<u>4</u>	<u>\$ 80.24</u>
RANDY SMITH			
07/10/15	Water break	2	\$ 40.12
TOTAL MAINT OVERTIME:		8	\$ 171.70

<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
BROCK GENTILE			
07/05/15	STEP	3	95.85
07/13/15	STEP / Late disturbance	2 1/2	79.88
07/14/15	STEP	1 1/2	47.93
		<u>7</u>	<u>\$ 223.65</u>
RONALD HANSEN			
07/17/15	STEP	3	\$ 113.10
JON MEYER			
07/12/15	Cover shift	2	\$ 63.90
NOAH SCHILLING			
07/11/15	Cover shift	2	63.90
07/12/15	Cover shift	2	63.90
		<u>4</u>	<u>\$ 127.80</u>
TOTAL POLICE OVERTIME:		16	\$ 528.45

<u>PARKS DEPT OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
RONNIE FISHER			
07/11/15	Field prep	11	212.19
07/12/15	Field prep	12	231.48
		<u>23</u>	<u>\$ 443.67</u>
MARK MURRAY			
07/11/15	Field prep	11	305.58
07/12/15	Field prep	11	305.58
07/18/15	Field prep	2	55.56
		<u>24</u>	<u>\$ 666.72</u>
CHERYL CALABRETTO			
07/11/15	Concession stand	6	79.14
07/12/15	Concession stand	15 1/2	204.45
		<u>21 1/2</u>	<u>\$ 283.59</u>
TRACY CALABRETTO			
07/12/15	Concession stand	4	\$ 48.00
FRANCES LANTZ			
07/12/15	Concession stand	10 1/2	\$ 145.22
TOTAL PARKS OVERTIME:		79	\$ 1,539.19

<u>ADMIN OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
LISA RUEHLE			
07/17/15	Council agenda	1/2	19.97
TOTAL ADMIN OVERTIME:		1/2	\$ 19.97
TOTAL ALL OVERTIME:		<u>103 1/2</u>	<u>\$ 2,259.31</u>

<u>COMPTIME USED:</u>		<u>HOURS</u>
NOAH SCHILLING		
07/22/15	Final Check	1 1/2
TOTAL COMPTIME USED:		<u>1 1/2 HRS</u>

OVERTIME AND COMPTIME REPORT

July 19, 2015

<u>COMPTIME BALANCES:</u>	<u>HOURS</u>
JOSH DRISCOLL	10 1/2
BROCK GENTILE	0
RYAN GONSIOR	7 1/4
RONALD HANSEN	80
JON MEYER	5 1/4
MATT OWENS	69 3/4
NOAH SCHILLING	0
TOTAL COMP BALANCES:	<u><u>172 3/4</u></u>

<u>ADMIN BALANCES:</u>	<u>HOURS</u>
CHRIS ETHEN	50
SHAWN KANNEDY	80
DOREEN MOWERY	40
RON ROTHMEYER	80
TOTAL ADMIN BALANCES:	<u><u>250</u></u>

OVERTIME AND COMPTIME REPORT

August 2, 2015

<u>MAINTENANCE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
DAMIAN ROTHMEYER			
08/02/15	Jet sewer in Club	<u>2</u>	<u>40.12</u>
TOTAL MAINT OVERTIME:		2	\$ 40.12
<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
JOSH DRISCOLL			
07/23/15	STEP	2	79.14
07/24/15	STEP	7	276.99
07/27/15	STEP	2	79.14
07/28/15	STEP	<u>2</u>	<u>79.14</u>
		13	\$ 514.41
BROCK GENTILE			
07/18/15	Cover shift	2	63.90
07/27/15	STEP	<u>2</u>	<u>63.90</u>
		4	\$ 127.80
RONALD HANSEN			
07/24/15	STEP	5	188.50
07/25/15	STEP	4	150.80
07/30/15	STEP	<u>3</u>	<u>113.10</u>
		12	\$ 452.40
JON MEYER			
07/25/15	STEP	2	\$ 63.90
TOTAL POLICE OVERTIME:		31	\$ 1,158.51
<u>ADMIN OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
LISA RUEHLE			
07/30/15	Payroll quarterly reports	1	39.93
07/31/15	No lunch, Receipts	<u>1 1/2</u>	<u>59.90</u>
TOTAL ADMIN OVERTIME:		2 1/2	\$ 99.83
TOTAL ALL OVERTIME:		<u>35 1/2</u>	<u>\$ 1,298.46</u>

<u>COMPTIME EARNED:</u>		<u>HOURS</u>
RYAN GONSIOR		
07/25/15	Cover Shift	2 = 3
RONALD HANSEN		
07/18/15	Cover Shift	2 = 3
TOTAL COMPTIME EARNED:		<u>6 HRS</u>

<u>COMPTIME USED:</u>		<u>HOURS</u>
RONALD HANSEN		
07/29/15		3
JON MEYER		
07/29/15		1
TOTAL COMPTIME USED:		<u>4 HRS</u>

<u>COMPTIME BALANCES:</u>		<u>HOURS</u>
JOSH DRISCOLL		10 1/2
BROCK GENTILE		0
RYAN GONSIOR		10 1/4
RONALD HANSEN		80
JON MEYER		4 1/4
MATT OWENS		<u>69 3/4</u>
TOTAL COMP BALANCES:		<u>174 3/4</u>

OVERTIME AND COMPTIME REPORT

August 2, 2015

ADMIN HOURS USED:

HOURS

DOREEN MOWERY

07/21/15

2 1/2

07/22/15

3/4

TOTAL ADMIN HOURS USED:

3 1/4

ADMIN BALANCES:

HOURS

CHRIS ETHEN

50

SHAWN KANNEDY

80

DOREEN MOWERY

40

RON ROTHMEYER

80

TOTAL ADMIN BALANCES:

250

Monthly Report for July, 2015

Meals served 644

Volunteer Hours Performed 63

Activity Reports Attached

Needs for Center—N/A

Meetings—Site Council Meeting at Center was on July 15th / Mayor/ Manager's meeting – July 7th

Break down of meals= We served 644 meals in 22 days, 314 in house and 330 were homebound that avg. about 29 meals day.

Carter Lake Fire Department Monthly Report, Proudly Serving since 1956

Department Head: Chief Eric Bentzinger

Report done by: Coordinator Phillip Newton

Contact information: Station # 712-347-5900

Email: clfire@carterlake-ia.gov

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

Month: July 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: **No Breakfasts in August or September**

7-7 Meetings: 6:30-Done	Officers 8 members, Mass 21 members, Smoke eaters 16 members
7-4 Fire training: 9-noon	Live car burns, 11 members
7-14 Fire training: 7-10pm	Live car burns 13 members
7-21 EMS training: 7-10pm	Trauma and shock treatment 20 members
7-28 Dive training: 7-10pm	Diving

Safety and Response Report:

Safety Committee: Next Meeting is September 2 nd and October 7 th, 13:00 at City Hall. Please review Safety Minutes.

Total Calls for the month: 2015

372 total calls for 2014

EMS calls: 25

Fire calls: 11

Dive calls: 0

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

Other: Additional Information for Mayor/Council and Citizens:

New Truck is in production. Delivery should be around the end of the year.

Garage doors and openers are currently being installed.

SCBA fill station should be here next week and installed.

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

We would like to say thanks to everyone who came and/or supported the Pancakes in the Park and our Poker Run.

Monthly Report – July, 2015

City Clerks' Office

Savings

Accomplishments

Working on: Lisa – Year end
Doreen – Meeting rules, FCE for Work Comp, Below 100 training for WC
Rochford Phase III, Newton grievance

Meetings

07-06 Swearing In ceremony – 1 officer – 2 reserves

07-13 Planning Board Meeting – Lisa

07-20 Council Meeting – Doreen

07-27 Board of Adjustments Meeting – Doreen
Special City Council Meeting - Doreen

7-29 to 7-31 – Doreen – Municipal Clerk Academy - Ames

Misc.

07-01 Bobbie – Vacation

07-02 Bobbie - Vacation
Lisa – Vacation

07-10 to 07-19 Doreen – Vacation

07-27 Lisa – Vacation



Edward F. Owen Memorial Library
August Report

July Circulation Statistics

Library Sponsored Events	31 programs – 163 Adults & 337 Children
Other Meetings/Events (Non-Library)	11 programs – 55 Adults & 4 Children
Circulation	2520
Door Count	1319
Patron Computer Usage	188
WIFI Usage	86

Summer Reading Program Statistics

The Summer Reading Program ran for 9 weeks

June – 2,937 books, audio and magazine

July – 2,373 books, audio and magazine

Total = 5,310 items (DVD checkouts are not included in SRP statistics)

Ages Groups

2 – 7 had 52 participants – top reader - 350 checkouts

8 -12 had 43 participants – top reader – 162 checkouts

13 – 17 had 11 participants – top reader – 198 checkouts

18 & up had 61 participants – top reader – 78 checkouts and 125 checkouts

Total: 167 participants

FYI:

The Library will be converting to a new circulation system in the next few weeks. Our current system CircPlus/CatPlus is 11 years old and will no longer be available after 12/15 so we are upgrading to Follett Destiny which is a web based system and will be hosted and backed up to a cloud server. There may be a 2 day downtime for checkouts while all of the records are being converted over but Library staff will be available to the public and still check out – we will just use the method used 20 years ago – write everything down. Library staff will also be doing some web-based training on the new system during the downtime.

Reminder:

There is no programming scheduled from August 12 – September 14. Library staff will be reading the shelves to make sure that the books are in correct order and weeding before we start converting files to the Destiny system. Fall programming will resume September 14th with the Adult Book Club meeting Monday morning at 10:00 a.m. and Pre-school Story Time and Daycare Home Programs on Tuesday, Wednesday and Thursday morning and afternoons.

Carter Lake Community Resource Center										
Program Report										
July-2015										
<u>Hours</u>		<u>Amount</u>								
Director - D		184.0								
Prevention Coordinator - PC		184.0								
<u>Mileage</u>		<u>Amount</u>								
City Van										
Director - D		37.6								
Prevention Coordinator - PC		89.2								
<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>
Prevention Coalition Meeting		7/7/15	x	x						
New E-Newsletter Meeting		7/10/15	x	x						
Department Head		7/14/15	x							
Lisa-Website E-newsletter		7/17/15	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>
Summer Movie Morning		7/8/15	8	4	12	x	1.3	1	1	Movie-Strange Magic
Summer Fun-Craft Class		7/13/15	22	5	27	x	3.1	2 & 4	1	
Summer Fun-Stay Trip		7/14/15	37	5	42	x	3.1	2 & 4	1	Amazing Arthur
Summer Movie Morning		7/15/15	3	6	9	x	1.3	1	1	Movie-The Little Mermaid
Game Day		7/16/15	13	4	17		6.1	3	1, 5 & 6	
Summer Fun-Cooking Class		7/20/15	28	6	34	x	3.1	2 & 4	1	
Summer Fun-Stay Trip		7/21/15	36	5	41	x	1.3	2 & 4	1	Rich Patton
Summer Movie Morning		7/22/15	10	3	13	x	1.3	1	1	Movie-Alexander & the Terrible.....
Game Day		7/23/15	2	1	3		6.1	3	1, 5 & 6	
Alcohol Compliance Checks		7/24/15				x	4.1	7	3	7 Businesses were checked
Summer Fun-Craft Class		7/27/15	21	4	25	x	3.1	2 & 4	1	
Summer Fun-Stay Trip		7/28/15	34	6	40	x	3.1	2 & 4	1	Animal Encounters Zoo
Summer Movie Morning		7/29/15	8	4	12	x	1.3	1	1	
<u>Volunteers</u>		<u>Project Description</u>	<u># Volunteers</u>		<u># Hours</u>		<u>Total # of Hours</u>	<u>Extra Information</u>		
Youth Volunteers		Summer Fun-Classes	4		1		4	3 Classes		
Adult Volunteers		Summer Fun-Classes	6		1		6	3 Classes		
Coalition Volunteers		Summer Fun-Classes	4		1		4	3 Classes		
Youth Volunteers		Summer Fun-Stay Trips	5		3		15	3 Stay Trips		
Adult Volunteers		Summer Fun-Stay Trips	8		3		24	3 Stay Trips		
Coalition Volunteers		Summer Fun-Stay Trips	2		2		4	2 Stay Trips		
<u>Training / Events</u>		<u>Date</u>	<u>Location/Where</u>	<u>Activity #</u>		<u>Output #</u>	<u>Outcome #</u>	<u>Extra Info.</u>		
Safety Training		7/1/15	Office-online course							

<u>Services Provided</u>	<u>Incoming</u>	<u>Outgoing</u>	<u>Site Visits</u>							<u>Extra Info.</u>
Alcohol - TIPS	2	2	*							
Christmas Basket	*	*	*							
City Info.	13	6	2							
Cooking Class	*	*	*							
Craft Class	*	*	*							
Family/Movie Bingo	*	*	*							
Inside Carter Lake	7	4	*							
Misc. Event / Activity	8	5	*							
Parade & Festival	2	*	*							
School Info.	6	1	1							
Social Services	3	5	1							
Summer Fun	10	9	1							
Youth Programming	2	*	*							

8/7/15

July Monthly Report Maintenance department:

Along with our normal duties the maintenance department worked on several projects

We did a lot of tree trimming and cut down several trees

Worked on the rebuilding of the 5th and Ave Q pump station

Televised sewers

Worked on the AC units on the roof top

Worked on the property behind the Library (grading, removing trees, building benches, etc)

Worked on storm sewers

August 2015

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

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Jul 26	27	28	29	30	31	Aug 1
7/26 - 31							MABREY
	2	3	4	5	6	7	8
8/2 - 7		7:00pm 7:30pm Planning Bd Public Hearing		9:00am 9:30am Morning at the movies - RC in Coun 1:00pm 1:30pm Safety Meeting in conferen			MABREY
	9	10	11	12	13	14	15
8/9 - 14		7:00pm 9:00pm Planning Bd Mtg		9:00am 9:30am Morning at the movies - RC in Council Chambers			MABREY WAVECREST
	16	17	18	19	20	21	22
8/16 - 21	MABREY PARK	7:00pm 9:00pm Council Meeting					MABREY
	23	24	25	26	27	28	29
8/23 - 28							
	30	31	Sep 1	2	3	4	5
8/30 - 9/4		5:00pm 5:30pm Board of Adj. Meeting					

September 2015

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

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Aug 30	31	Sep 1	2	3	4	5
Aug 30 - Sep 5				1:00pm 1:30pm Safety Meeting in conference room off council chambers			
	6	7	8	9	10	11	12
Sep 6 - 12			9:00am 9:30am School Election 7 AM to 8 PM				MABREY
	13	14	15	16	17	18	19
Sep 13 - 19		7:00pm 9:00pm Planning Bd Mtg					
	20	21	22	23	24	25	26
Sep 20 - 26	MABREY	7:00pm 9:00pm Council Meeting					
	27	28	29	30	Oct 1	2	3
Sep 27 - Oct 3							

Position: Director

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>ZURICH-AMERICAN INS COMPANY</u>		
Policy Effective Date:	<u>08/30/2015</u>	Policy Expiration	<u>08/29/2016</u>
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	



CARTER LAKE POLICE

OFFICE OF CHIEF OF POLICE

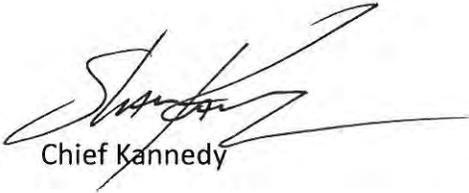
950 E. Locust Street
Carter Lake, Iowa 51510
Ph. (712) 347-5920

August 14, 2015

To: Mayor and City Council
From: Chief Kannedy
Re: Inspections

On July 24, 2015 the Carter Lake Police Department in conjunction with the Resource Center conducted alcohol compliance checks on our local businesses.

Both the VFW and Shoreline golf course did not violate the compliance check and both do not have any violations pending. This department has no reason to deny their renewal.



Chief Kannedy

From: [Carter Lake Fire Department](#)
To: [Doreen Mowery](#); [Barb Hawkins](#); [Barb Hwakins](#); [Barb Melonis](#); [Dave Huey](#); [Ed Aldmeyer](#); [Ed Aldmeyer \(Home\)](#); [Gerald Waltrip](#); [Lisa Ruehle](#); [Ronald Cumberledge](#)
Subject: liquor license
Date: Friday, August 14, 2015 11:58:15 AM

City Council and City Clerk

The Businesses of VFW and Shoreline Golf Course have been inspected. At this time we have no reason to deny their license renewal. Thank you for your time on this matter.

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

Applicant License Application (LC0029470)

Name of Applicant: <u>Joseph R. Santana Post # 9661</u>		
Name of Business (DBA): <u>VFW Post 9661</u>		
Address of Premises: <u>100 Locust</u>		
City <u>Carter Lake</u>	County: <u>Pottawattamie</u>	Zip: <u>5151000</u>
Business	<u>(712) 347-6969</u>	
Mailing	<u>100 Locust</u>	
City <u>Carter Lake</u>	State <u>IA</u>	Zip: <u>515100000</u>

Contact Person

Name <u>Kay Duncan /Quartermaster</u>
Phone: <u>(712) 347-6969</u> Email

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 08/29/2015

Expiration Date: 08/28/2016

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>62896</u> Federal Employer ID <u>42-6093269</u>

Ownership

Albert Burnside

First Name: Albert

Last Name: Burnside

City: Carter Lake

State: Iowa

Zip: 51510

Position: Quarter Master

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Scottsdale Insurance Company</u>	
Policy Effective Date: <u>08/29/2015</u>	Policy Expiration <u>08/29/2016</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

From: [Carter Lake Fire Department](#)
To: [Doreen Mowery](#); [Barb Hawkins](#); [Barb Hwakins](#); [Barb Melonis](#); [Dave Huey](#); [Ed Aldmeyer](#); [Ed Aldmeyer \(Home\)](#); [Gerald Waltrip](#); [Lisa Ruehle](#); [Ronald Cumberledge](#)
Subject: liquor license
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City Council and City Clerk

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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



CARTER LAKE POLICE

OFFICE OF CHIEF OF POLICE

950 E. Locust Street
Carter Lake, Iowa 51510
Ph. (712) 347-5920

August 14, 2015

To: Mayor and City Council
From: Chief Kannedy
Re: Inspections

On July 24, 2015 the Carter Lake Police Department in conjunction with the Resource Center conducted alcohol compliance checks on our local businesses.

Both the VFW and Shoreline golf course did not violate the compliance check and both do not have any violations pending. This department has no reason to deny their renewal.

A handwritten signature in black ink, appearing to read "J. Kannedy", written over a horizontal line.

Chief Kannedy

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

Name: ALAN URICH

Address: 3810 N 13th ST

900 KEY CIRCLE

Phone: 402-516-6531

Meeting Date Requested: AUGUST 17-2015

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

Or Fax to: 712-347-5454

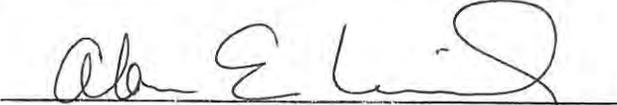
Or Email to:
Doreen.Mowery@carterlake-ia.gov

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

CAPITAL FACILITIES FEES - APPROVED ~~ON~~
PREVIOUS COUNCIL MEETING

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:** 7-27-15

For Office Use Only:

Date received in Clerk's office: _____

Received by: _____

COMMERCIAL VEHICLE PARKING PERMIT CHECK LIST 2015-16

NAME	MAILED	DATE REC'D	AMT OWED	RECEIPT #	CITY COUNCIL APPROVED	LIC. ISSUED	LIC. MAILED	CHECK RTD	REASON FOR DENIAL
Cumberledge, Daniel	7/20/15	8/5/2015	\$ 20.00	15077					
Cumberledge, David	7/20/15	8/5/2015	\$ 20.00	15078					
Cumberledge, Ronald	7/20/15	8/5/2015	\$ 20.00	15079					
Gundersen, Jay	7/20/15		\$ 20.00						
Hineline, Gary	7/20/15		\$ 20.00						
Kaiser, Ann	7/20/15	8/10/2015	\$ 20.00	15097					
Podraza, Tim & Cathy (2)	7/20/15		\$ 40.00						
Sheard, Lem	7/20/15		\$ 20.00	Pd					
Waltrip, Gerald	7/20/15	7/22/2015	\$ 20.00	14970					
PROBLEMS/NEW VEHICLES									
NO CURRENT LICENSE RENEWAL APPLICATION									
DUE DATE 8/10/15									

**SPECIAL COMMERCIAL VEHICLE PARKING PERMIT
IN RESIDENTIAL AREAS**

City of Carter Lake, Iowa
(Needs to be filed with City on or before September 1, 2010)

Case No.: _____

1. Owner/Occupant's Name: David Cumberledge
Address: 1410 Neptune Circle
Telephone No.: 712-347-6535

2. Description of commercial vehicle for permit:
International R-185 R185AFA22250F
Make Model VIN
Black 1958
Color Year

Please attach a copy of the current title/registration.

3. The undersigned hereby certifies that my personal residence is set on in paragraph 1 and that I am the owner of the commercial vehicle described in paragraph 2. I further certify that there are not more than two (2) commercial vehicles located and properly permitted at said residence, regardless of ownership, including the commercial vehicle in this request. I will fully comply with all requests of Carter Lake Ordinance 572, Section 26 Parking Regulations.

4. **FILING FEE \$20.00**

Non-refundable – make checks payable to Carter Lake City Clerk.

David Cumberledge 8-5-15
Applicant's Signature Date

This application has been reviewed and it has been determined that said request for a Special Commercial Parking permit is:

_____ **APPROVED** _____ **DENIED**

City of Carter Lake – City Clerk Date

**SPECIAL COMMERCIAL VEHICLE PARKING PERMIT
IN RESIDENTIAL AREAS**

City of Carter Lake, Iowa
(Needs to be filed with City on or before September 1, 2010)

Case No.: _____

1. Owner/Occupant's Name: Ronald Cumberledge
Address: 706 Steele Ave
Telephone No.: 712-347-6535

2. Description of commercial vehicle for permit:
Gmc C-6500 1GDJ6H1C1XJ516958
Make Model VIN
Red 1999
Color Year

Please attach a copy of the current title/registration.

3. The undersigned hereby certifies that my personal residence is set on in paragraph 1 and that I am the owner of the commercial vehicle described in paragraph 2. I further certify that there are not more than two (2) commercial vehicles located and properly permitted at said residence, regardless of ownership, including the commercial vehicle in this request. I will fully comply with all requests of Carter Lake Ordinance 572, Section 26 Parking Regulations.

4. **FILING FEE \$20.00**

Non-refundable – make checks payable to Carter Lake City Clerk.

Ronald Cumberledge 8/5/15
Applicant's Signature Date



This application has been reviewed and it has been determined that said request for a Special Commercial Parking permit is:

_____ **APPROVED** _____ **DENIED**

_____ _____
City of Carter Lake – City Clerk Date

**SPECIAL COMMERCIAL VEHICLE PARKING PERMIT
IN RESIDENTIAL AREAS**

City of Carter Lake, Iowa
(Needs to be filed with City on or before September 1, 2015)

Case No.: _____

1. Owner/Occupant's Name: Gerald Waltrip
Address: 1912 Hagon Dr. City
Telephone No.: Cell 402 490 0802
2. Description of commercial vehicle for permit: (101-101X)
International Bakkhoe 270-A
Make Model VIN
yellow 1981
Color Year

Please attach a copy of the current title/registration.

3. The undersigned hereby certifies that my personal residence is set on in paragraph 1 and that I am the owner of the commercial vehicle described in paragraph 2. I further certify that there are not more than two (2) commercial vehicles located and properly permitted at said residence, regardless of ownership, including the commercial vehicle in this request. I will fully comply with all requests of Carter Lake Ordinance 572, Section 26 Parking Regulations.
4. **FILING FEE \$20.00**

Non-refundable – make checks payable to Carter Lake City Clerk.

Gerald Waltrip 7-20-15
Applicant's Signature Date

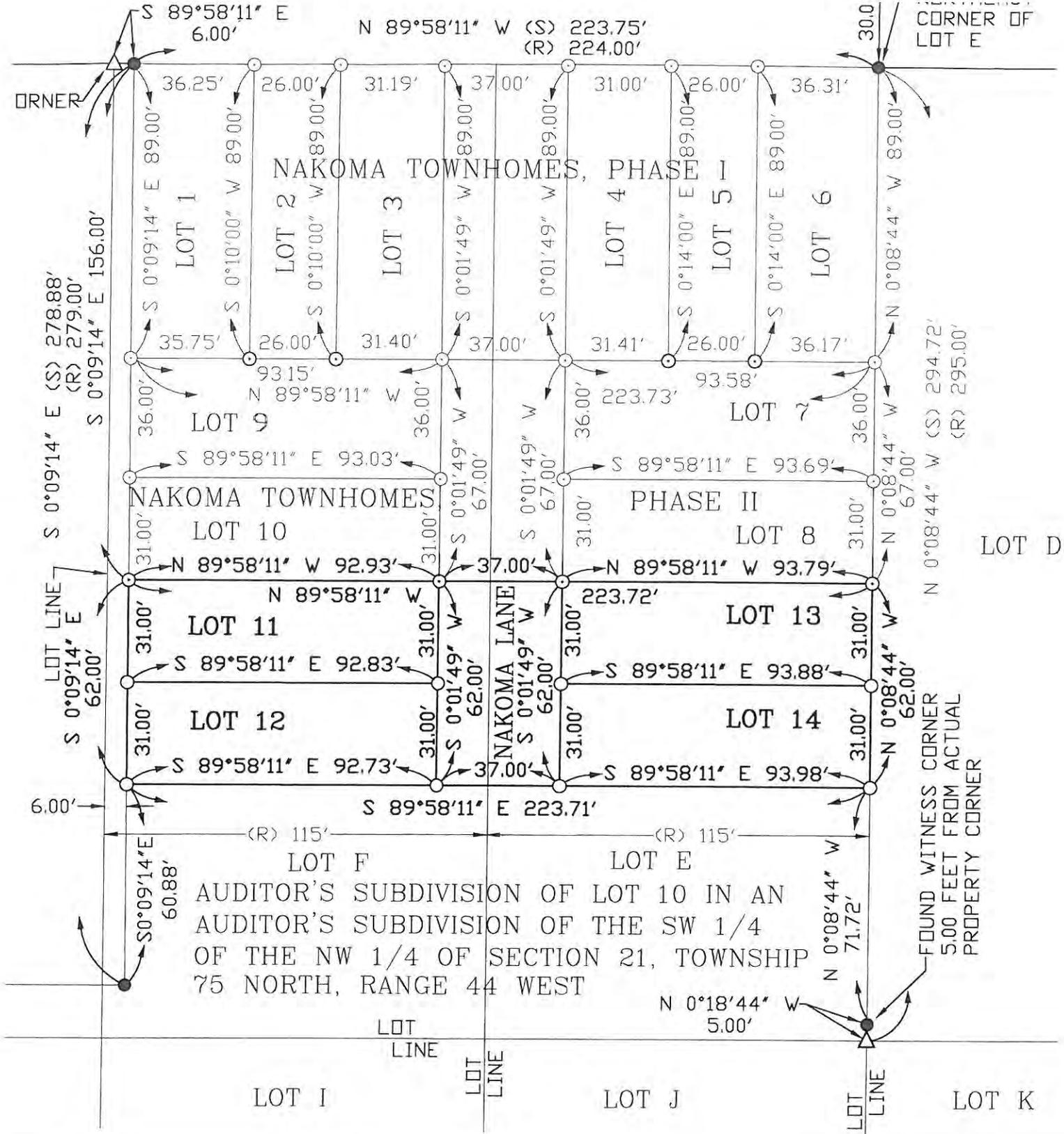
This application has been reviewed and it has been determined that said request for a Special Commercial Parking permit is:

_____ **APPROVED**

_____ **DENIED**

City of Carter Lake – City Clerk

Date



AUDITOR'S SUBDIVISION OF LOT 10 IN AN
 AUDITOR'S SUBDIVISION OF THE SW 1/4
 OF THE NW 1/4 OF SECTION 21, TOWNSHIP
 75 NORTH, RANGE 44 WEST

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT
 AND THE RELATED SURVEY WORK WAS PERFORMED BY ME
 DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY I
 SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Carl H. Rogers, Jr.
 CARL H. ROGERS, JR.

JUNE 22,

LICENSE NUMBER: 7717



City of Carter Lake
City Hall – 950 Locust Street
Proceedings: Regular Planning Board Meeting
Monday, November 9, 2009 – 7:00 PM

Meeting called to order by Chairman Podraza at 7:10 PM.

Roll Call: Present: Ed Palandri, Jay Gundersen, Ray Pauly, Michelle Kuchera, Jerre Hunter and Tim Podraza.
Absent: Adam Smith.

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

1. Consent Agenda

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

2. New Business

a. Blue Sky Inc – Final Plat – Nakoma Townhomes Phase II. Moved by board member Palandri seconded by board member Pauly to recommend approval of Nakoma Townhomes Phase II final plat as presented subject to the following conditions:

1. That the existing infrastructure work has been accepted by the City.
2. That an agreement be made between the developer and the City that would address the completion date for the unfinished infrastructure along with an acceptable form of guarantee for the work to be done.

Ayes: Board members Palandri, Gundersen, Pauly, Kuchera, Hunter and Podraza.

Abstain: Board member Gundersen.

3. Old Business

a. Review modular and mobile home regulations. This item will be placed on the next agenda.

Comments

Board member Pauly stated that the Council has approved the changes to the sign ordinance and they are waiting to get it back from the City Attorney to make sure all the changes are okay. The Council also voted to send a letter to PVS with a copy of the ordinances that they are violating.

Board member Podraza congratulated Russ on the election.

Meeting adjourned at 7:32 PM.

Lisa Ruehle, Deputy City Clerk

Tim Podraza, Chairman

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

Roll Call: Present: Michelle Schaffer, Ray Pauly, Jackie Wahl, and Ed Palandri.
Absent: Tim Podraza, Jay Gundersen, and Karen Fisher.

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

1. Consent Agenda

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

2. New Business

a. Wallace & Sons – Storage of Sand & Gravel – 13th & Locust St. Mike Wallace was present to represent Wallace & Sons. They have sand and gravel stored behind Chez Parez at 13th & Locust Street but according to the ordinance this is not allowed in commercial zoning. He would like to be able to use this location for temporary storage in the future as needed. The Board recommends that he go to the City Council for a temporary use permit for storage at that location. The Board would not want to allow that type of business at this location because that is not what it is zoned for. But the City Council might want to allow a short term use with the proper measures in place for storm water pollution prevention and for erosion and dust control. Mr. Wallace stated that he is going to haul the sand and gravel away starting tomorrow and not pursue the use of that property for future storage. There was discussion of his property on Wood Ave. Mr. Wallace will get with the building inspector to make sure he is following the ordinances regarding storage at the Wood Ave location.

b. Nakoma Townhomes Phase II – Dennis Rochford was present to request final approval of Phase II. The building inspector submitted a letter outlining the current issues with this project. The Board had already approved phase II in November 2009 and the next step is for Mr. Rochford to go to the City Council for approval.

c. Moved by board member Pauly seconded by board member Schaffer to assign the following addresses for Nakoma Townhomes:

Lot 7 - 3011 Nakoma Lane

Lot 8 - 3009 Nakoma Lane

Ayes: Unanimous.

Meeting adjourned at 8:45 PM.

2. Dennis Rochford was present to request council approval on Phase II of Nakoma Townhomes. Attorney Thornton indicated that there were several conversations regarding storm water runoff from this development. Mr. Rochford said storm water runoff would be addressed in Phase III of the project. He is getting ready to start the process for Phase III. He indicated that he doesn't feel there is a storm water issue created by this development. The Attorney requested that Mr. Rochford provide a written engineer's opinion regarding the storm water runoff. The City engineer will need to review and sign off on the opinion. When the documentation is prepared it needs to be submitted to the building inspector. Ray Pauly reported that the Planning Board has recommended approval of the project. The last time they reviewed the issue all of the items of concern had been addressed. The Mayor stated that the planning board had previously recommended a surety bond regarding the completion of Phase I prior to Phase II being started. Phase I has previously been completed and approved. The Planning Board no longer sees any problems with Phase II. They were told that storm water would be addressed in Phase III of the project. Moved by council member Melonis to approve Phase II plot with the condition that any storm water issues be addressed before they begin construction of Phase III. Motion seconded by council member Huey. Building Inspector Palmer indicated that he would like to see that all of the subdivision requirements are met before the project continues. The Attorney stated we should have the details of the sub-division and a bond posted before partial phases are started. Mr. Rochford contends there is no storm water running off of the property. OPPD has indicated they will install the light poles for no charge. The City will be responsible for the monthly lighting fees. Mr. Rochford stated that the development is willing to pay for the monthly street lighting bills. Roll call: Ayes: Melonis, Huey. Nays: Parker, Aldmeyer, Hawkins. Attorney Thornton will meet with Mr. Rochford and the Building Inspector to address the open issues so the council can approve Phase II.
3. Jerry Waltrip stated that the east leg of the lake is a mess with sea weed and it is only an issue in front of the older homes. He has removed sea weed from the lake in front of his home and it comes back. Sea weed gets tangled up in his property when the City cuts it. He stated that he is going to make an issue out of the fact that the minutes for May 21st do not reflect everything he said.
4. Joe Anderson was present to discuss the gate closure on Ave. K. He was at last month's meeting and he wanted an update at this time. The Mayor has asked Omaha to consider moving the gazebo. Brooke Bench, the acting Parks Director in Omaha indicated that it cannot be moved. Omaha has requested additional police patrol in the area. Council member Parker still needs to find out how many calls have been made in the area. Council member Aldmeyer stated that the no parking signs have been installed. He will look into the placement of the signs. Mr. Anderson stated that it appears that the city has done a lot of work in the area of the new home on Ave. K. For example: two

City of Carter Lake
City Hall – 950 Locust St.
Proceedings: Monday, Aug. 20, 2012
Regular City Council Meeting – 7:00 PM

Regular City Council Meeting

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

The Pledge of Allegiance

- I. Roll Call: Present – Mayor Russell D. Kramer
Council members Barb Hawkins, Dave Huey, and Barb Melonis
Absent – Council members Ed Aldmeyer and Tim Parker
Also present – Attorney Rick Kimble and City Clerk Doreen Mowery
- II. Approval of the Agenda – Moved by council member Hawkins seconded by council member Melonis to approve the agenda as presented. Ayes: Unanimous.
- III. Consent agenda – Moved by council member Hawkins seconded by council member Huey to approve the consent agenda as presented. Ayes: Unanimous.
- IV. New Business
 - A. Communications from the Public
 1. Moved by council member Hawkins seconded by council member Melonis to approve renewal of the Shoreline Golf, LLC liquor license. Ayes: Unanimous.
 2. Council member Melonis questioned whether we have licensed the dancers, at Saries Lounge, LLC, as required by our ordinances. The judge had ruled against enforcing the ordinance in the past. Moved by council member Huey seconded by council member Hawkins to approve renewal of the liquor license for Sarie’s Lounge, LLC. Ayes: Hawkins, Huey. Nays: Melonis.
 3. Moved by council member Melonis seconded by council member Huey to approve renewal of the liquor license for the VFW Post 9661. Ayes: Unanimous.
 4. There are two commercial vehicle owners that did not inform the city of new vehicles when the vehicles were purchased. These were replacements not additional vehicles. Moved by council member Melonis seconded by council member Huey to approve renewal of the commercial vehicle permits that were submitted. Ayes: Unanimous.
 5. Haley Van Arsdale was not present to discuss parking on Ave. K.
 6. Patty Gibb was not present to discuss the parking ticket she received.
 7. Dennis Rochford was present to request council approval on Phase II of Nakoma Townhomes. He stated that he has met with Barry Palmer on several occasions. As of this time a set of plans with an engineer’s stamp on storm water has not been received by the City. Dennis has not been able to meet with the Attorney and the building inspector at the same time. Dennis has contacted the Iowa Stormwater Education Program. Kevin Seevers has been at the site. Ed Aldmeyer has also been on site to look at the property. Dennis is not clear on whether the city wants him to address pre or post construction

runoff. Dennis stated he had received a permit from the state for storm water control during construction. Dennis has had engineers on site looking at the project. He says his engineers do not know exactly what the city wants for storm water. He does not see an issue with storm water. The Mayor stated he doesn't feel the council can approve a final plat until they know what is going to be done with the storm water. Dennis stated all of the infrastructure and public improvements have been installed. He would like the council to go on site and look at the project. Moved by council member Melonis to approve the resolution adopting the final plat for phase II with the stipulation that phase III will not be given a go until the storm water issue is resolved. Motion seconded by council member Huey. The building inspector stated the storm water needs to be designed by the engineer. Dennis says the water will flow to the south and he will install a rain garden, if necessary. The Mayor stated Dennis is not offering any way to get rid of the storm water from this project. He feels putting trees on the south end of the project will address the storm water as a type of rain garden. Attorney Kimble stated that the building inspector sent a letter on Aug. 9th with two concerns. The first concern is the storm water issues. He requested a certified copy of a storm water plan from an engineer. The other issue is the lack of adequate area in the street for fire and ambulance to access the homes on the property. No parking signs may cover the concern over the width of the street. Dennis stated the original plan did contain a storm water solution. Dennis state the acceptance of phase II addresses splitting the lots and nothing more. Council member Hawkins would like to see the engineering plan for storm runoff. Mayor Kramer called for roll on the motion and second. Ayes: Huey, Melonis. Nays: Hawkins.

8. Jerry Waltrip complimented Ron Rothmeyer for having his crews run the lake harvester in front of his home. He stated that a portion of what gets mowed does not get picked up by the harvester. Deffenbaugh has been good about picking up what he takes out of the lake. Council member Melonis stated that 100 acres of the lake have been chemically treated for sea weed. Jerry Waltrip thinks the solution to the sea weed and lake issues is to put 20,000 grass carp back into the lake. Council member Hawkins stated that they are not finished with the lake projects.

B. Communications from the Departments

1. Moved by council member Hawkins seconded by council member Melonis to approve two new applications for the volunteer fire department. Ayes: Unanimous. Eric Bentzinger thanked all of the members of the department. There have been a lot of fire and ambulance calls in the past month. Council member Melonis asked about retention. The EMS Lt. has been put in charge of the retention committee. The department is currently updating their by-laws and constitution. Eric thanked Ron Rothmeyer and Chris Roseland for working with the department and for Chris Roseland's generous donation of the cube van to the water rescue team. Fire prevention week is in October. The department will be holding an open house on Oct. 6 from 10-2. There is also a pancake breakfast scheduled for Oct. 7th.

City of Carter Lake
City Hall – 950 Locust St.
Proceedings: Monday, Sept. 10, 2012
Special City Council Meeting -5:30 PM

Mayor Russ Kramer called the special city council meeting to order at 5:30 PM.

Roll Call: Present – Mayor Russ Kramer

Council members Barb Hawkins, Dave Huey, and Barb Melonis

Absent – Council members Ed Aldmeyer and Tim Parker

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

Dennis Rochford had requested a meeting with the Attorney, Building Inspector, Maintenance Supervisor and one council member. More than one council member showed an interest in meeting, so this special meeting was posted. Sherry Rydberg, Ron Rothmeyer, Brad Richardson, and Barry Palmer were all in attendance at this meeting. They are members of the Storm Water Committee. The original plans on Mr. Rochford's subdivision showed that he would install storm water lines and hook into the city's storm sewer. Mr. Rochford did not install storm lines as indicated on his original plans and he has stated that as an alternative he will install a retention pond to handle storm water runoff from his property. He has not provided the building inspector with an engineer certified plan for a retention pond. Ron Rothmeyer has met with Dennis on several occasions regarding different matters on his subdivision. There is a possibility that a rain garden will handle his storm water, however it has to be designed by an engineer. Ron spoke with the engineer on the project today and the engineer understands what is required. There is concern about the way he is doing his ground work and the possibility that it will cause issues to the abutting property owners. The prior motion by the council was that they would approve phase II but he could not move forward with the project without the engineer's stamped proposal to handle storm water for the subdivision. Council member Huey wanted to know who is watching the project to make sure he is meeting the city's requirements. Council member Hawkins pointed out that Carter Lake is not unique when it comes to having storm water requirements. Ron Rothmeyer reminded the council that the storm water plan also has to include information on who will maintain the storm water system once it is constructed and all of the lots are sold. Moved by council member Huey seconded by council member Hawkins to instruct the building inspector to notify Dennis Rochford in writing that no additional building permits will be issued for phase II or phase III construction in the subdivision, until a storm water plan, as has always been required, has been submitted and approved. He will also have to continue to comply with all other building requirements and ordinances.
Ayes: Unanimous.

The special council meeting was adjourned at 6:07 PM.

Doreen Mowery, City Clerk

Russell Kramer - Mayor

City of Carter Lake

City Hall – 950 Locust St.

Proceedings: Monday, Oct. 21, 2013

Regular City Council Meeting – 7:00 PM

4. Jeannine Poldberg expressed concerns over the utility billing practices for water bills. She has received a third notice for an unpaid water bill on her rental property. She was concerned that the water had not been shut off because there was sand in the meter pit. She expressed concerns regarding large water bills at other residences in Carter Lake. She thinks the business practices of the City are inadequate. Council member Melonis apologized and will check into the concerns that were expressed. The Mayor stated he will also check with PeopleService regarding the issues.
5. Dennis Rochford was present to discuss his new proposed plan for storm water drainage at his property on Ave. K. He stated he felt all of the issues that he brought up last month were resolved. He has met with the attorney and discussed the capacity of the existing lines and pumps. He plans on addressing the storm water in Phase III of his project. He is not going to pay the \$34,500 to hook into the existing system at 9th and Ave. K. He has paid to install the street, water and sewer lines. He was not sure who he should give his new engineered plans for a detention basin to for review. The attorney advised him to submit them to the clerk or the building inspector and they will be given to the City's engineer within a week of receiving them.

B. Communications from the Departments

1. Fire Department Update – Moved by council member Aldmeyer seconded by council member Melonis to approve the four new applications for the fire department. Ayes: Unanimous.
2. Ray Pauly reported that the planning board met and approved the outdoor seating area for Spearmint Rhino. There will be no outdoor service within the fenced area. It will be used exclusively as a smoking area. They also approved the proposed landscaping for Sgt. Peffer's.
3. The council set a special meeting for Monday, October 28, 2013 at 4:30 PM to start working on counter proposals for the police and employee unions. The council would like to meet in a joint session with the planning board on Monday, November 11, 2013 to prioritize items in the comprehensive plan. The clerk will forward information to the planning board and council so they can review it prior to the meeting.

V. Resolutions

- A. Moved by council member Hawkins seconded by council member Huey to adopt a resolution placing liens for unpaid utility bills. Ayes: Unanimous.
- B. Moved by council member Parker seconded by council member Melonis to approve a resolution endorsing an application for RISE funds. Ayes: Unanimous. The Mayor stated that the RISE funds would be used to assist with additional development at the PVS property.

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

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

The Pledge of Allegiance

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

IV. New Business

A. Communications from the Public

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

City of Carter Lake

City Hall – 950 Locust St.

Proceedings: Monday, Nov. 18, 2013

Regular City Council Meeting – 7:00 PM

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

B. Communications from the Departments

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

V. Resolutions

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

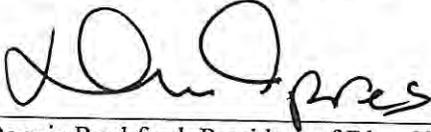
March 26, 2014

To the City Building Inspector:

I, Dennis Rochford, President of Blue Sky Inc, do hereby agree to follow the proposal of HGM Associates dated March 4, 2014 (attached) concerning the Nakoma Townhomes Phase III development that handles the storm water runoff of both Nakoma Townhomes Phase II & Phase III of the above projects.

I will complete the storm water system within one year of the issuance of the building permit to complete Nakoma Townhomes Phase II.

Dated this 26th day of March, 2014



Dennis Rochford, President of Blue Sky Inc

State of Iowa
County of Pottawattamie

Signed and Sworn to before me on this 26th day of March, 2014 by Dennis Rochford, President of Blue Sky Inc.


Lisa M Ruehle, Notary / Deputy City Clerk

Received on this 26th day of March, 2014 by:


Barry Palmer, Building Inspector
Ron Rothmeyer, Maintenance Supervisor



March 4, 2014

Joseph D. Thornton, Esq.
Smith, Peterson Law Firm, LLP
35 North Main Place
Council Bluffs, Iowa 51503

Subject: **Blue Sky Townhomes**
Detention Basin Sizing
HGM Project No. 115413

Dear Mr. Thornton,

HGM completed detention basin sizing for the Blue Sky Townhomes based on the existing and proposed impervious areas shown on the Preliminary Layout Plan dated 10-02-13 by EGA. The total project site is approximately 1.7 acres. Roughly the south half of the site, or 0.85 acres drains to the proposed detention basin. The proposed pervious area for Phase 2 and Phase 3 (per the EGA plan) is 15,240 square feet or 0.35 acres. Based upon an infiltration rate of 0.80 inches per hour (estimate provided by EGA) the following detention basin sizing was calculated:

Option 1 – Detain the 100-year storm event with no outlet.

- The Iowa Stormwater Management Manual (ISMM) recommends the design of dry detention ponds to be designed to control the 100-year storm event.
- Bottom of pond at elevation 976 and dimensions of 125' by 25' by 3' deep with 3:1 side slopes (Total Pond Volume = 8,018 cubic-feet not including 1' of freeboard).
- The ISMM recommends having an additional foot between the top of the pond and the water level during the design storm event. This design detains the 100-year event with the maximum elevation in the pond during that event at 977.97. Therefore the minimum elevation for the top of the detention basin should be 979.
- Considerations should be made for storm events larger than the 100-year event in order to prevent localized flooding.

Option 2 – Detain the 25-year storm event released at the 5-year pre-developed rate.

- The ISMM requires a minimum design of dry detention ponds to be designed to the 25-year storm event with the recommendation for outlet control.
- Outlet control would be the 100-year event released at the 5-year pre-developed rate.

Joseph D. Thornton, Esq.

March 4, 2014

Page 2 of 2

- Storm sewer would need to be installed to connect the pond to the existing storm sewer network.
- An outlet structure would need to be designed consisting of a weir, orifice, outlet pipe, combination outlet, or other acceptable control structure. Small outlets that will be subject to clogging or are difficult to maintain are not acceptable.
- Bottom of pond at elevation 976 and dimensions of 60' by 10' by 3' deep with 3:1 side slopes (Total Pond Volume = 2,287 cubic-feet not including 1' of freeboard).
- Detains the 25-year event while releasing storm water at the 5-year pre-developed rate.
- The ISMM recommends having an additional foot between the top of the pond and the water level during the design storm event. The maximum elevation during this storm event will be 978.08. Therefore the minimum elevation for the top of the detention basin should be 979.
- Considerations should be made for storm events larger than the 25-year event in order to prevent localized flooding.

Pond size layouts can be adjusted as needed, however, the required storage shown above for each option is based on the specific dimensions listed. Minor changes to pond depth or layout should not drastically affect the total volume of storage required but should be reevaluated.

Sincerely,
HGM Associates Inc.



John E. Jorgensen, P.E.
Senior Project Engineer

RESIDENTIAL BUILDING PERMIT

PERMIT # 183120

CITY OF CARTER LAKE

950 Locust Street
Carter Lake, IA 51510

DATE: _____

EXPIRES: 4-1-15

PERMISSION IS HEREBY GRANTED TO: Blair Johnson

Blair Johnson 702 (57) 1571

TO ERECT - ENLARGE - ALTER - A STRUCTURE AT: 301 3012th St Carter Lake

AS FOLLOWS: New Duplex

Building Fees	<u>1634.50</u>
Electrical Fees	<u>329.54</u>
Temporary Power	<u>25.00</u>
Plumbing Fees	<u>171.00</u>
Mechanical Fees	<u>172.00</u>
Dirt Haul Deposit	<u>—</u>
Postage Fees	<u>—</u>
Other Fees	<u>—</u>
Water Meter/Remote	<u>410.00</u>
Water Hookup	<u>500.00</u>
Sewer Hookup	<u>1200.00</u>
MUD Capital Fac Fees	<u>2508.00</u>
TOTAL	<u><u>6343.04</u></u>

Handwritten notes: 10' 3" x 21' - 1' 11" 11' 8" 7'

Barney Palmer

Building Inspector
City of Carter Lake, Iowa
(712) 847-0535

This is inside the regularly established fire limits as fixed by ordinance and all work must conform to all the regulations of said ordinance.

This permit does not include permission to obstruct any street or alley with material or machinery during construction. Scrap material must be containerized and premises maintained in an acceptable appearance.

Handwritten: 4-14-14
12137

RESIDENTIAL BUILDING PERMIT

PERMIT # R479-13

CITY OF CARTER LAKE

950 Locust Street
Carter Lake, IA 51510

DATE: 10/29/14

EXPIRES: 10/29/15

PERMISSION IS HEREBY GRANTED TO:

Blue Sky Inc

402-689-1576

TO ERECT - ENLARGE - ALTER - A STRUCTURE AT:

3005 + 3007 Nakoma Ln

AS FOLLOWS:

New Construction Duplex

Building Fees
Electrical Fees
Temporary Power
Plumbing Fees
Mechanical Fees
Dirt Haul Deposit
Postage Fees
Other Fees
Water Meter/Remote
Water Hookup
Sewer Hookup
MUD Capital Fac Fees

1034.50

278.54

—

27.00

200.00

—

—

—

—

500.00

1200.00

2502.00

TOTAL 5742.04

1540.04

HAS OWN

CALL OPPD with

Permit # for Dennis

Barry Palmer

Building Inspector
City of Carter Lake, Iowa
(712) 847-0535

This is inside the regularly established fire limits as fixed by ordinance and all work must conform to all the regulations of said ordinance.

This permit does not include permission to obstruct any street or alley with material or machinery during construction. Scrap material must be containerized and premises maintained in an acceptable appearance.

From: [Doreen Mowery](#)
To: [Gerald Waltrip](#); [Edward](#); [Dave Huey](#); rcumberledge@cox.net; [Barb Melonis](#); [Hawkins, Barbara](#); [Thornton, Joseph](#); [Nice, Susan](#)
Cc: [Ed Palandri](#); jacleen4849@gmail.com; momsgizmo@cox.net; kathrynd59@me.com; aitotermhm@aol.com; [Jay Gundersen \(t.jay@cox.net\)](mailto:Jay Gundersen (t.jay@cox.net)); rdpaul@cox.net; [Lisa Ruehle](#)
Subject: Rochford
Date: Tuesday, July 21, 2015 4:13:16 PM

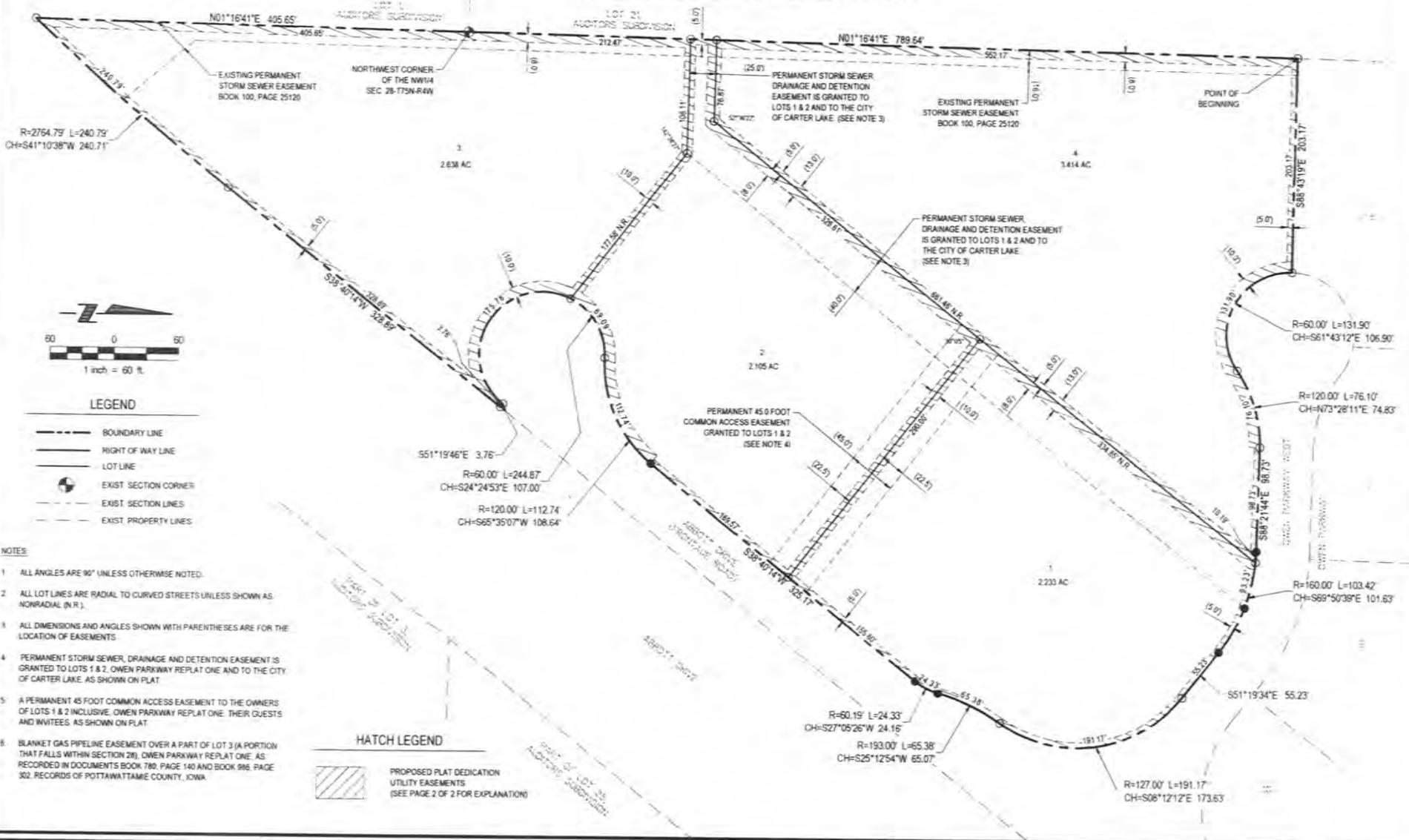
On Friday, July 10 Dennis Rochford delivered his Final Plat for Phase III of Nakoma Town Homes. He needs final approval by the Planning Board and City Council in order to file it with the County. I will place it on your August agendas. I have attached the minutes of the council and planning board, leading up to the final plans. I also made an copy of the description and the map for you. I have the full map on file in my office. They are available for you to review at any time.

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

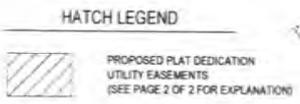
OWEN PARKWAY REPLAT ONE

LOTS 1 THRU 4 INCLUSIVE

BEING A REPLAT OF LOTS 1 THROUGH 5, OWEN PARKWAY, A SUBDIVISION LOCATED IN PART OF THE SW1/4 OF THE SW1/4 OF SECTION 21, TOWNSHIP 75 NORTH, RANGE 44 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA



- NOTES**
- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
 - ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL (N.R.).
 - ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.
 - PERMANENT STORM SEWER, DRAINAGE AND DETENTION EASEMENT IS GRANTED TO LOTS 1 & 2, OWEN PARKWAY REPLAT ONE AND TO THE CITY OF CARTER LAKE, AS SHOWN ON PLAT.
 - A PERMANENT 45 FOOT COMMON ACCESS EASEMENT TO THE OWNERS OF LOTS 1 & 2 INCLUSIVE, OWEN PARKWAY REPLAT ONE, THEIR GUESTS AND INVITEES, AS SHOWN ON PLAT.
 - BLANKET GAS PIPELINE EASEMENT OVER A PART OF LOT 3 (A PORTION THAT FALLS WITHIN SECTION 28), OWEN PARKWAY REPLAT ONE, AS RECORDED IN DOCUMENTS BOOK 780, PAGE 140 AND BOOK 986, PAGE 302, RECORDS OF POTTAWATTAMIE COUNTY, IOWA.



Proj No:	P2015.070.003
Date:	05/12/2015
Designed By:	JRS
Drawn By:	
Scale:	1" = 60'
Sheet:	1 of 2

Revisions:	
Date	Description

PRELIM PLAT

OWEN PARKWAY REPLAT ONE
POTTAWATTAMIE COUNTY, IOWA



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154
Phone 402.895.4700 Fax 402.895.3599
www.eacg.com

DETENTION POND MAINTENANCE AGREEMENT

This Detention Pond Maintenance Agreement (this "Agreement") is made and entered into as of this ____ day of _____ 2015, by and between the City of Carter Lake, Iowa, a municipality (hereinafter referred to as the "City"), and OMA Lodging, LLC, an Iowa limited liability company, and its successors and assigns (hereinafter referred to as "Developer").

RECITALS

WHEREAS, the City and Developer on _____, 2015, entered into an Agreement for Private Development ("Development Agreement") with respect to the development of the real property ("Developer Property") located in Carter Lake, Pottawattamie County, Iowa and legally described as:

Lots Two (2), Three (3), and Four (4), Owen Parkway, a subdivision of the City of Carter Lake, Pottawattamie County, Iowa; and

Part of Lots One (1) and Five (5), Own Parkway, a subdivision located in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 21 and part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 28, all in Township 75 North, Range 44 West of the 5th P.M., City of Carter Lake, Pottawattamie County, Iowa, exact legal description to be determined by a current Plat of Survey and Lot Split Approval by the City of Carter Lake, Iowa.

WHEREAS, the Development Agreement defines the Developer's responsibilities regarding the construction and maintenance of a detention pond (the "Detention Pond") on the Developer Property. The location of the Detention Pond is depicted on Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, as an inducement for the City to enter into the Development Agreement and reimburse Developer for the cost to construct the Detention Pond, the City requires that Developer assume, and Developer agrees to assume, responsibility for the maintenance of the Detention Pond.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Construction of the Detention Pond. Developer shall construct the Detention Pond in accordance with the terms of the Development Agreement. Developer shall be responsible for all cost associated with the construction of the Detention Pond subject to reimbursement as provided in the Development Agreement.

2. Maintenance of the Detention Pond. The Developer, at its sole cost and expense, shall maintain the Detention Pond in good order and state of repair (including removal of litter, debris and other obstructions) so as to prevent deterioration thereof.

3. Notice of Lack of Repair. The City shall give Developer thirty (30) days written notice regarding any City-observed lack of repair of the Detention Pond.

4. Failure to Maintain. In the event Developer fails to timely repair the Detention Pond after receiving thirty (30) days written notice from the City to perform needed repairs, the City may perform said work and Developer will bear and pay the entire cost of repairing the Detention Pond. Developer will reimburse the City for the actual costs incurred by the City in connection with such repairs within thirty (30) days of receipt of a detailed statement reflecting such costs. Developer shall and does hereby grant the City permission and license to enter upon the Developer Property to perform such repair of the Detention Pond.

5. Letter of Credit. Developer shall provide to the City a Letter of Credit for the benefit of the city in the amount of \$5000 on an annual basis for five (5) consecutive years commencing with the year of completion of the detention pond to provide security to the City of Developer's obligation to perform its obligations under this Agreement to maintain the detention pond. In the event that Developer fails or neglects to properly maintain the detention pond as required herein after the City has delivered the Notice of Lack of Repair required under paragraph 3 above, the City shall be entitled to draw on the Letter of Credit in accordance with the terms described therein.

6. Indemnification by Developer. Developer shall, to the maximum extent allowed by law, fully release, indemnify, defend, save and keep harmless the City from and against all claims, losses, damages, or expenses, including but not limited to attorney fees, for any injury, sickness, disease, or death of persons or damage to, destruction of or loss of use of tangible or intangible property on account of, arising out of or resulting from Developer's construction, maintenance, repair and/or removal of the Detention Pond performed by Developer, its contractors, employees, agents or others acting on behalf of Developer. Provided,

Developer's indemnification obligations set forth in this Section shall not apply to any work performed by the City as described in Section 4 of this Agreement.

7. Notices and Demands. A notice by a party to the other party shall be deemed delivered on the date it is postmarked, sent postage prepaid, certified or registered mail, or delivered personally to the address set forth in the Development Agreement, or at such other address that Developer may from time to time designate in writing.

8. Binding Effect. This Agreement shall run with Developer's interest in the Developer Property and shall be binding upon Developer and Developer's successors or assigns in interest.

9. Agreement Runs with the Developer Property. This Agreement and the provisions hereof shall run with the Developer Property and shall be binding upon Developer and its successors and assigns.

10. Business Improvement District. In the event the City creates a business improvement district that includes the maintenance of the Detention Pond, then the Developer's obligations and duties hereunder shall be eliminated to the extent such obligations and duties become part of the created business improvement district.

11. Defined Terms. Capitalized terms used in this Agreement shall have the same definitions as contained in the Development Agreement unless specifically defined otherwise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

“CITY”

ATTEST:

CITY OF CARTER LAKE, IOWA
a municipality

Doreen Mowery, City Clerk

Gerald Waltrip, Mayor

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

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

Notary Public in and for the State of Iowa

Agenda Items

Business area development

Take Problems & contacts

Swiss main into each

& also walks at ~~contacts~~

Track work behind the
library

Track such Problems

~~Problems with locusts~~
Island



CARTER LAKE POLICE

OFFICE OF CHIEF OF POLICE
950 E. Locust Street
Carter Lake, Iowa 51510
Ph. (712) 347-5920

August 12, 2015

To: Mayor and City Council
From: Chief Kannedy
Re: Sale of Property

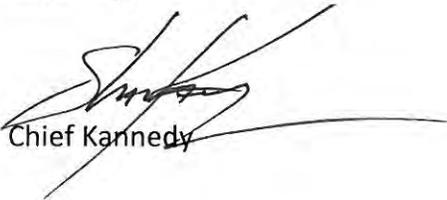
Mayor and Council,

The Police Department has acquired several bicycles over the past year that have been turned in as found property. They have been piling up in the Maintenance Department and need to be removed. In the past we have taken them over to the junkyard and sold them for scale weight.

I have had one gentleman request to purchase a bike for his son. With your approval I would let him look at them and choose a bike for a minimal price then have the rest of the bikes hauled to the junkyard.

The second item is a motorcycle that was seized several years ago that we have finally acquired the title. I would like to sell this with a sealed bid with a minimum bid of \$1200. This money would have to go into the police forfeiture fund.

Sincerely,



Chief Kannedy

Memorandum

To: Senior Center Managers
From: Sherri Carson
Date: 8/3/2015
Re: FY'16 Center Agreements

Enclosed are two copies of the FY'16 Center Agreements. Please give to the individual in charge of reviewing and signing the agreement for your center. After signing both copies return one to Connections for our files.

If you have any questions please give me a call.

Thank you!

- (e) Contractor shall at its expense keep the premises in good repair and shall at all times comply with all city, state and federal laws, ordinances, rules and regulations as regards said premises.
- (f) Contractor will make available to CONNECTIONS a storage area within said premises. Storage area will be for the exclusive use of CONNECTIONS.
- (g) The Contractor shall secure at its expense fire and extended coverage insurance on the premises (including improvements and betterment's made therein during the term of this lease) and insurance against its liability growing out of the use of the premises. All insurance policies shall show the interest of the parties as they appear in this Agreement.
- (h) The Contractor agrees CONNECTIONS, its employees and patrons shall have the use of the parking facilities during the times listed, as programs are being conducted.
- (i) The Contractor agrees that the premises shall be posted, in the appropriate places, with fire exit signs so that there is proper notice to CONNECTIONS, its employees and patrons, of access areas to leave said building in the event of a fire. Further, The Contractor shall allow CONNECTIONS, to place within the kitchen area or such other places within the premises, as are necessary, proper fire extinguishers and fire blankets for the safety of CONNECTIONS, its employees and patrons during the time of its use of the premises.
- (j) The Contractor shall keep the furnaces, air conditioners, and other machinery and devices on said property, as well as all electrical wiring, which belongs to the Contractor in good working order. However, the Contractor shall not be liable to CONNECTIONS for any failures of such furnaces, equipment, devices or machinery beyond its control.

In carrying out the terms of the Agreement, CONNECTIONS agrees to the following:

- (a) CONNECTIONS shall secure at its own expense fire and extended coverage insurance on its own property and equipment and insurance against its liability growing out of the use of the premise.
- (b) Leave the premises clean after its use.
- (c) CONNECTIONS will provide a grant to Contractor in the amount of \$13,509.28. On the 25th of each month, a check will be released to the Contractor in the

amount of \$1,125.77. The grant is in consideration for hiring and paying a senior center manager and for operational expenses. Operational expenses shall include electric, gas, garbage, water, sewer, and landfill charges. A copy of operational expenses must be kept on file and open to audit by CONNECTIONS. Periodic audits will be conducted to assure that the operational expense payments are justified. Failure to maintain such records and provide access for audit may result in suspension of reimbursement by CONNECTIONS.

LAW: This Agreement shall be governed by the laws of the State of Iowa as well as all Federal and local laws; also, the Older Americans Act 1965 as amended 1973, 1978, 1991, 2000 and 2006.

DISCLAIMER: Funding for this agreement is contingent upon receipt by Connections Area Agency of an approved Notice of Grant Award and subsequent funding through the Iowa Department on Aging at the prescribed levels for the agreement period.

TERMINATION: Either party may, at any time during the life of this Agreement, terminate this Agreement by giving sixty (60) days written notice of its intention to do so.

IN WITNESS THEREOF, the parties hereto have signed this instrument on the date set forth above.

CONNECTIONS AREA AGENCY ON AGING:

BY: [Signature]

WITNESS: Joyce Kodenburg

DATE: 8-1-15

THE CITY OF CARTER LAKE:

BY: _____

WITNESS: _____

DATE: _____

Doreen Mowery

From: Karna Loewenstein [kloewenstein@mapacog.org]
Sent: Thursday, August 06, 2015 3:01 PM
To: Doreen Mowery
Subject: Heartland 2050 Funding Request - City of Carter Lake

Doreen,

I am reaching out in follow up to the Heartland 2050 Regional Vision funding request to the City of Carter Lake sent June 24, 2015 for 500. This request represents approximately 15-cents per capita and will apply to Heartland 2050 activities for FY-2016 (July 1, 2015-June 30, 2016).

Your support of Heartland 2050 is critical to ensure that the initial momentum from the Visioning Process continues and the Implementation Phase launches successfully. If you have any questions please don't hesitate to contact me. i look forward to working with you and the City of Carter Lake.

Sincerely,
Karna Loewenstein

Karna Loewenstein
Project Coordinator Heartland 2050 Regional Vision
Metro Area Planning Agency (MAPA)
2222 Cuming St
Omaha NE 68102
402.444.6866 ex 225
kloewenstein@mapacog.org

I move that the requirement that an ordinance must be considered and voted upon for passage at two council meetings prior to the meeting at which it is to be finally passed be suspended pursuant to Section 380.3 of the Code of Iowa, 1983.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE UNIFIED LAND DEVELOPMENT ORDINANCES
OF THE CITY OF CARTER LAKE, IOWA**

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

Section 1. That, pursuant to Section 2904 of the Code of Ordinances of the City of Carter Lake, Iowa, the Unified Land Development Ordinances of the City of Carter Lake, Iowa, are hereby amended as follows:

A. Section 309 is amended to add the following new sub-section n:

“n. Warehousing (Enclosed-Limited)

Uses including storage, distribution, and handling of goods and materials that are enclosed in contained packaging, conducted within an enclosed structure, without noticeable odor effects across property lines, and without generating sound levels in excess of those specified in Table 2308 at the boundary of a residential district. The uses shall be conducted so that a total of not more than ten (10) trucks or other vehicles used to transport the goods and materials per day shall travel to or leave the facilities.”

B. Table 4-1: Use Matrix: Industrial and Transportation Uses is amended to read as per the attached Figure.

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.

Attest:

PASSED
AND _____, 2015
APPROVED

DOREEN MOWERY, City Clerk

GERALD WALTRIP, Mayor

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:

all within the limits of the City of Carter Lake, Iowa.

DOREEN MOWERY, City Clerk

FIRST CONSIDERATION: _____

SECOND CONSIDERATION: _____

THIRD CONSIDERATION: _____

Use Matrix: Industrial and Transportation Uses

Use Types	R-1	R-2	R-3	R/CC	RM	C/L	C-1	C-2	TC	C/A	BP	M-1	M-2	Addl Reg
Industrial Uses														
Agricultural Industry*												C	C	
Auto rental/Sales*												C		
Construction Yards*												C	C	
Custom														
Manufacturing						C		C	C	C		P	P	
Equip rental/Sales												C	C	
Light Industry												P	P	
General Industry*												P	P	
Heavy Industry*													C	
Recycling Collection*													C	
Recycling Processing*													C	
Vehicle Storage (Long-term)*												C	C	
Warehousing (Enclosed)												P	P	
Warehousing (Enclosed-Limited)							C					P	P	
Warehousing (Open)*												C	C	
Aviation*											C	C	P	
Railroad Facilities													C	
Truck Terminal*												C	P	
Transportation Terminal*								P		P		P	P	
Alternative Energy Production Devices													C	
Amateur Radio Tower	C	C	C	C	C									
Communications Tower*												C	C	
WECS*													C	

P Permitted by right or by right subject to supplemental regulations.

C Permitted by Conditional Use Permit

***** Use Permitted after Site Plan Approval

Blank Use not permitted in zoning district, unless established as a lawful nonconforming use

*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

Current
Ordinance

Repeal
and Replace
entire
Chapter

TITLE II – COMMUNITY PROTECTION
DIVISION 2 – ENFORCEMENT: ANIMAL PROTECTION AND CONTROL

CHAPTER 87

PIT BULL DOGS

87.01 Definitions
87.02 Pit Bulls Prohibited

87.03 Seizure and Impoundment

87.01 DEFINITIONS. The following additional terms are defined for use in this chapter.

1. “Muzzled” means that the jaws of the pit bull are confined by a device that prevents the pit bull from biting.
2. “Owner” means any person who owns, possesses, keeps, exercises control over, maintains, harbors, transports or sells an animal.
3. “Pit bull” means any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits of any one or more of the above breeds (more so than any other breed), or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.
4. “Secure temporary enclosure” means an enclosure used for purposes of transporting a pit bull and which includes a top and bottom permanently attached to the sides except for a “door” for removal of the pit bull. Such enclosure must be constructed so that the pit bull cannot exit the enclosure on its own.

87.02 PIT BULLS PROHIBITED. It is unlawful for any person to own, possess, keep, exercise control over, maintain, harbor, transport, or sell any pit bull within the City except as provided herein.

1. The Animal Control Officer may temporarily harbor and transport any pit bull for purposes of enforcing the provisions of this chapter.
2. A person may temporarily transport into and hold in the City a pit bull only for the purpose of showing such pit bull in a place of public exhibition, contest or show sponsored by a dog club association or similar organization. However, the sponsor of the exhibition, contest, or show must receive written permission from the Animal Control Officer, must obtain any other permits or licenses required by the City and must provide protective measures adequate to prevent pit bulls from escaping or injuring the public. The person who transports and holds a pit bull for showing shall, at all times when the pit bull is being transported within the City to and from the place of exhibition, contest, or show, keep the pit bull confined in a secure temporary enclosure.
3. The owner of any pit bull, currently licensed as of the effective date of the ordinance codified in this chapter (November 17, 2004), shall be allowed to keep such pit bull within the City only if the owner complies with and provides sufficient evidence that the owner is in compliance with all of the following regulations:

A. The owner of the pit bull shall keep the license for such pit bull current through annual renewal. Such license is not transferable and shall be renewable only by the holder of the license or by a member of the immediate family of such licensee who is at least eighteen (18) years of age.

B. The owner of a pit bull must be at least eighteen (18) years of age.

C. The owner shall present to the City Clerk proof that the owner has procured liability insurance in the amount of at least one hundred thousand dollars (\$100,000), covering any damage or injury that may be caused by a pit bull during the duration of its license. The policy shall contain a provision requiring the insurance company to provide written notice to the Clerk not less than fifteen (15) days prior to any cancellation, termination or expiration of the policy.

D. The owner shall, at the owner's own expense, have the pit bull spayed or neutered and shall present to the Clerk or Animal Control Officer written proof from a licensed veterinarian that this sterilization has been performed.

E. The owner shall have an identifying microchip inserted beneath the skin of the pit bull by the Council Bluffs Animal Shelter. The Council Bluffs Animal Shelter shall maintain a file containing the registration numbers and names of the pit bulls and the names and addresses of the owners. The owner shall notify the Council Bluffs Animal Shelter and City Clerk of any change of address.

F. When a pit bull is on the property of the owner, the owner shall at all times keep the pit bull confined indoors or in a securely enclosed and locked pen or structure upon the premises which shall be set back at least ten (10) feet from the nearest property line. Such pen or structure must have secure sides embedded into the ground no less than one foot or secured into a concrete slab, and a secure top. At all times when a pit bull is away from the property of the owner the owner shall keep the pit bull, either securely leashed with a leash of a fixed length no longer than four feet, and muzzled, or in a secure temporary enclosure.

G. The owner shall not sell or otherwise transfer the pit bull to any person except a member of the owner's immediate family who is at least eighteen (18) years of age, who will then become the owner and will be subject to all of the provisions of this chapter. The owner shall notify the Clerk or Animal Control Officer within five days in the event that the pit bull is lost, stolen, dies, or has a litter. In the event of a litter, the owner must deliver the puppies to the Council Bluffs Animal Shelter for destruction or permanently remove the puppies from the City and provide sufficient evidence of such removal by the time the puppies are weaned, but in no event shall the owner be allowed to keep in the City a pit bull puppy born after the effective date of the ordinance codified in this chapter (November 17, 2004), that is more than eight weeks old. Any pit bull puppies kept contrary to the provisions of this subsection are subject to immediate impoundment and disposal pursuant to Section 87.03 of this chapter.

H. The owner shall have posted at each possible entrance to the owner's property where the pit bull is kept, a conspicuous and clearly legible pit bull sign. Such pit bull sign must be at least eight inches by ten inches in

rectangular dimensions and shall contain only the words "PIT BULL DOG" in lettering not less than two inches in height.

Failure by the owner to comply and remain in compliance with any of the terms of any applicable exception shall subject the pit bull to immediate impoundment and disposal, and shall operate to prevent the owner from asserting such exception as a defense in any prosecution.

87.03 SEIZURE AND IMPOUNDMENT.

1. Notwithstanding any provisions to the contrary, the Animal Control Officer is authorized to immediately impound any pit bull found in the City which does not fall within the exceptions listed in Section 87.02, and the Council Bluffs Animal Shelter may house or dispose of such pit bull in such manner as the Animal Control Officer may deem appropriate, except as the procedures in subsection 2 below otherwise require.
2. When the Animal Control Officer has impounded any pit bull dog pursuant to this section, and the owner of such dog disputes the classification of such dog as a pit bull, the owner of such dog may file a written petition with the Animal Control Officer for a hearing concerning such classification no later than seven days after impoundment. Such petition shall include the name and address, including mailing address, of the petitioner. The Animal Control Officer will then issue a notice of hearing date by mailing a copy to the petitioner's address no later than ten (10) days prior to the date of the hearing. When no written request from the owner for a hearing is received by the Animal Control Officer within seven days of impoundment, the pit bull shall be humanely destroyed.
3. The hearing, if any, will be held before the Animal Control Officer. The appellant-owner of such dog shall bear the burden of proof. Any facts that the petitioner wishes to be considered shall be submitted under oath or affirmation, either in writing or orally at the hearing. The Animal Control Officer shall make a final determination whether the dog is a pit bull. Such final determination shall be considered a final order of the Animal Control Officer subject to review as provided in Section 85.18(7) and (8) of this Code of Ordinances.
4. If the dog is found to be a pit bull, it shall be humanely destroyed, unless the owner produces evidence deemed sufficient by the Animal Control Officer that the pit bull is to be permanently taken out of the City, and the owner pays the cost of impoundment. If the dog is found not to be a pit bull, the dog shall be released to the owner.
5. The procedures in this section shall not apply, and the owner is not entitled to such a hearing with respect to any dog that was impounded as the immediate result of an attack or bite. In those instances, the dog shall be handled, and the procedures governed by the provisions of Section 85.18 of this Code of Ordinances.

**TITLE II – COMMUNITY PROTECTION
DIVISION 2 – ENFORCEMENT: ANIMAL PROTECTION AND CONTROL
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

Formerly pit bull ban

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 Carter Lake Animal Control.

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) micro-chipping, 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.

RESOLUTION NO. _____

WHEREAS, the City of Carter Lake, Iowa has adopted ordinances allowing for charges for 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 17th day of August 2015.

Gerald Waltrip, Mayor

ATTEST:

Doreen Mowery, City Clerk

WATER LIENS - August 2015

05-207350-05

1524 Willow Dr

88.89

5/15

**RESOLUTION OF THE CITY OF CARTER LAKE FBP BOARD OF DIRECTORS FOR THE
ADOPTION OF THE CITY OF CARTER LAKE FBP CAFETERIA PLAN**

On this date, the CITY OF CARTER LAKE FBP Board of Directors did meet to discuss the implementation of CITY OF CARTER LAKE FBP Flexible Benefits Plan to be effective, May 01 2015. Let it be known that the following resolutions were duly adopted by the CITY OF CARTER LAKE FBP Board of Directors and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that the form of Cafeteria Plan, as authorized under Section 125 of the Internal Revenue Code of 1986, presented to this meeting is hereby adopted and approved and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Plan Administrator one or more copies of the Plan.

RESOLVED, that the Plan Year shall be for a period beginning on May 01 2015 and ending April 30 2016.

RESOLVED, that the Employer shall contribute to the Plan amounts sufficient to meet its obligation under the Cafeteria Plan, in accordance with the terms of the Plan Document and shall notify the Plan Administrator to which periods said contributions shall be applied.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify employees of the adoption of the Cafeteria Plan by delivering to each Employee a copy of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned certifies that attached hereto as Exhibits A and B respectively are true copies of the Plan Document, and Summary Plan Description for CITY OF CARTER LAKE FBP's Flexible Benefits Plan approved and adopted in the foregoing resolutions.

The undersigned further certifies and attests that the above resolutions were made with the consent of the full Board of Directors, each of whom were in attendance on this date:

Signature/Title

Date

**THE CITY OF CARTER LAKE FBP
CAFETERIA PLAN**

ARTICLE I. Introductory Provisions

CITY OF CARTER LAKE FBP ("the Employer") hereby establishes the CITY OF CARTER LAKE FBP Cafeteria Plan ("the Plan") effective May 01 2015 ("the Effective Date"). Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is designed to allow an Eligible Employee to pay for his or her share of Contributions under one or more Insurance Plans on a pre-tax Salary Reduction basis.

This Plan is intended to qualify as a "cafeteria plan" under Code § 125 and the regulations issued thereunder. The terms of this document shall be interpreted to accomplish that objective.

Although reprinted within this document, the different components of this Plan shall be deemed separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed on such components by the Code.

ARTICLE II. Definitions

"Benefits" means the Premium Payment Benefits.

"Benefit Package Option" means a qualified benefit under Code § 125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an indemnity option, an HMO option, or a PPO option under an accident or health plan).

"Change in Status" has the meaning described in Section 4.6.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contributions" means the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits.

"Committee" means the Benefits Committee (or the equivalent thereof) of CITY OF CARTER LAKE FBP

"Compensation" means the wages or salary paid to an Employee by the Employer, determined prior to (a) any Salary Reduction election under this Plan; (b) any salary reduction election under any other cafeteria plan; and (c) any compensation reduction under any Code § 132(f)(4) plan; but determined after (d) any salary deferral elections under any Code § 401(k), 403(b), 408(k), or 457(b) plan or arrangement. Thus, "Compensation" generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a), (b), or (c) of the preceding sentence.

"Dependent" means any individual who is a tax dependent of the Participant as defined in Code § 152, with the following exceptions: (a) for purposes of accident or health coverage (to the extent funded under the Premium Payment Component, and for purposes of the Health FSA Component), (1) a dependent is defined as in Code § 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof; and (2) any child to whom IRS Rev. Proc. 2-008-48 applies. Furthermore, notwithstanding anything in the foregoing that may be to the contrary, a "Dependent" shall also include for purposes of any accident or health coverage provided under this plan a child of a Participant who has not attained age 27 by the end of any given taxable year.

"Disability Insurance Benefits" means the Employee's Disability Insurance Plan coverage for purposes of this Plan.

“Disability Insurance Plan(s)” means the plan(s) that the Employer maintains for its Employees providing benefits through either or both a short-term or long-term disability insurance policy or policies in the event the disability of a covered Participant. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“Earned Income” means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includible in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity or pursuant to workers’ compensation.

“Effective Date” of this Plan has the meaning described in Article 1.

“Election Form/Salary Reduction Agreement” means the form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for Premium Payment Benefits. This form may be in either paper or electronic form at the Employer’s discretion in accordance with the procedures detailed in Article IV.

“Eligible Employee” means an Employee eligible to participate in this Plan, as provided in Section 3.1.

“Employee” means an individual that the Employer classifies as a common-law employee and who is on the Employer’s W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer’s W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) ****reserved;**** (d) any self-employed individual; (e) any partner in a partnership; (f) any more-than-2% shareholder in a Subchapter S corporation. The term “Employee” does include “former Employees” for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

“Employer” means CITY OF CARTER LAKE FBP, and any Related Employer that adopts this Plan with the approval of CITY OF CARTER LAKE FBP. Related Employers that have adopted this Plan, if any, are listed in Appendix A of this Plan. However, for purposes of Articles XI and XIV and Section 15.3, “Employer” means only CITY OF CARTER LAKE FBP.

“Employment Commencement Date” means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended. CITY OF CARTER LAKE FBP is not subject to ERISA nor does CITY OF CARTER LAKE FBP adopt ERISA. Any references to ERISA herein are for reference purposes only

“FMLA” means the Family and Medical Leave Act of 1993, as amended.

“Health Insurance Benefits” means any insurance benefits providing medical or other health insurance coverage through a group insurance policy or policies.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“**HMO**” means the health maintenance organization Benefit Package Option under the Medical Insurance Plan.

“**Hospital Indemnity Benefits**” means the Employee’s Hospital Indemnity Plan coverage for purposes of this Plan.

“**Hospital Indemnity Plan(s)**” means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing certain indemnity benefits in the event of hospitalization or other similar medical event through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“**HRA**” means a health reimbursement arrangement as defined in IRS Notice 2002-45.

“**Insurance Benefits**” means benefits offered through the Insurance Plans.

“**Insurance Plan(s)**” means a plan or plans offering benefits through a group insurance policy or policies.

“**Life Insurance Benefits**” means the Employee’s Life Insurance Plan coverage for purposes of this Plan.

“**Life Insurance Plan(s)**” means the plan(s) that the Employer maintains for its Employees providing benefits through a group term life insurance policy or policies in the event of the death of a covered Participant. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“**Medical Insurance Benefits**” means the Employee’s Medical Insurance Plan coverage for purposes of this Plan.

“**Medical Insurance Plan(s)**” means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing major medical type benefits through a group insurance policy or policies (with HMO and PPO options). The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“**Open Enrollment Period**” with respect to a Plan Year means any period before the beginning of the Plan Year that may be prescribed by the Administrator as the period of time in which Employees who will be Eligible Employees at the beginning of the Plan Year may elect benefits.

“**Participant**” means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include (a) those who elect one or more of the Medical Insurance Benefits and (b) those who elect instead to receive their full salary in cash and to pay for their share of their Contributions under the Medical Insurance Plan.

“**Period of Coverage**” means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Section 3.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 3.2.

“**Plan**” means the CITY OF CARTER LAKE FBP Cafeteria Plan as set forth herein and as amended from time to time.

“**Plan Administrator**” means the CITY OF CARTER LAKE FBP Human Resources Manager or the equivalent thereof for CITY OF CARTER LAKE FBP, who has the full authority to act on behalf of the Plan Administrator, except with

respect to appeals, for which the Committee has the full authority to act on behalf of the Plan Administrator, as described in Section 13.1.

“Plan Year” means the 12-month period commencing May 01 2015 and ending on April 30 2016, except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.

“PPO” means the preferred provider organization Benefit Package Option under the Medical Insurance Plan.

“Premium Payment Benefits” means the Premium Payment Benefits that are paid for on a pre-tax Salary Reduction basis as described in Section 6.1.

“Premium Payment Component” means the Component of this Plan described in Article VI.

“QMCSO” means a qualified medical child support order, as defined in ERISA § 609(a).

“Related Employer” means any employer affiliated with CITY OF CARTER LAKE FBP that, under Code § 414(b), § 414(c), or § 414(m), is treated as a single employer with CITY OF CARTER LAKE FBP for purposes of Code § 125(g)(4).

“Salary Reduction” means the amount by which the Participant's Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable Component, before any applicable state and/or federal taxes have been deducted from the Participant's Compensation (i.e., on a pre-tax basis).

“Specified Disease or Illness Insurance Benefits” means the Employee's Specified Disease or Illness Insurance Plan coverage for purposes of this Plan.

“Specified Disease or Illness Insurance Plan(s)” means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing certain benefits with regard to a particular critical illness or illnesses (e.g., a “cancer policy” or the like) through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“Spouse” means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code).

ARTICLE III. Eligibility and Participation

3.1 Eligibility to Participate

An individual is eligible to participate in this Plan if the individual: (a) is an Employee; (b) is working 30 hours or more per week; and (c) has been employed by the Employer for a consecutive period of 60 days, counting his or her Employment Commencement Date as the first such day. Eligibility for Premium Payment Benefits may also be subject to the additional requirements, if any, specified in the Medical Insurance Plan. Once an Employee has met the Plan's eligibility requirements, the Employee may elect coverage effective the first day of the next calendar month, in accordance with the procedures described in Article IV.

3.2 Termination of Participation

A Participant will cease to be a Participant in this Plan upon the earlier of:

- the termination of this Plan; or
- the date on which the Employee ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee. Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for certain periods on the terms and subject to the restrictions described in Section 6.4 for Insurance Benefits.

Termination of participation in this Plan will automatically revoke the Participant's elections. The Medical Insurance Benefits will terminate as of the date specified in the Medical Insurance Plan.

3.3 Participation Following Termination of Employment or Loss of Eligibility

If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.1. Notwithstanding the above, an election to participate in the Premium Payment Component will be reinstated only to the extent that coverage under the Medical Insurance Plan (here, major medical insurance) is reinstated. If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

3.4 FMLA Leaves of Absence

(a) *Health Benefits.* Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Health Insurance Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require participants to continue all Health Insurance Benefits coverage for Participants while they are on paid leave (provided that Participants on non-FMLA paid leave are required to continue coverage). If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (for instance, on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her Health Insurance Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue Health Insurance Benefits during an unpaid FMLA leave, then the

Participant may elect to discontinue payment of the Participant's required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant's Health Insurance Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Medical Insurance Benefits upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Health Insurance Benefits coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage.

(b) Non-Health Benefits. If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits is to be determined by the Employer's policy for providing such Benefits when the Participant is on non-FMLA leave, as described in Section 3.5. If such policy permits a Participant to discontinue contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant or as the Plan Administrator otherwise deems appropriate.

3.5 Non-FMLA Leaves of Absence If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules detailed in Article IV will apply.

ARTICLE IV. Method and Timing of Elections; Irrevocability of Elections

4.1 Elections When First Eligible

Unless an Employee who becomes an Eligible Employee mid-Plan Year informs the Employer in writing (or in an electronic form accepted by Employer) that he or she does not want to be enrolled in any benefits under the Plan, such Employee will be automatically enrolled in the benefits on the first day of the month after the eligibility requirements have been satisfied. An Employee who refuses to allow for his or her automatic enrollment be barred from enrollment until the next Open Enrollment Period, unless an event occurs that would justify a mid-year election change, as described in Article IV.

Benefits shall be subject to the additional requirements, if any, specified in the Medical Insurance Plan. The provisions of this Plan are not intended to override any exclusions, eligibility requirements, or waiting periods specified in any Insurance Plans.

4.2 Rolling Elections

During each Open Enrollment Period for a following Plan Year, Participants shall be deemed to have elected the same benefits at the same levels as in the Plan Year in which the Open Enrollment Period occurs, unless a Participant informs the Employer of a different intention in writing (or in an electronic form accepted by Employer).

4.3 *RESERVED*****

4.4 Irrevocability of Elections

Unless an exception applies (as described in this Article IV), a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates.

Unless otherwise noted in this section, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

- Participation in this Plan;
- Salary Reduction amounts; or
- election of particular Benefit Package Options.

4.5 Procedure for Making New Election If Exception to Irrevocability Applies

(a) Timeframe for Making New Election. A Participant (or an Eligible Employee who, when first eligible under Section 3.1 or during the Open Enrollment Period, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 4.6 or 4.7, as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event and if the election is made within any specified time period (e.g., for Sections 4.7(d) through 4.7(j), within 30 days after the events described in such Sections unless otherwise required by law). Notwithstanding the foregoing, a Change in Status (e.g., a divorce or a dependent's losing dependent status) that results in a beneficiary becoming ineligible for coverage under the Medical Insurance Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period.

(b) Effective Date of New Election. Elections made pursuant to this Section 4.5 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 4.7(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that the coverage in the applicable Benefit Package Option commences later).

4.6 Change in Status Defined

Participant may make a new election upon the occurrence of certain events as described in Section 4.7, including a Change in Status, for the applicable Component. "Change in Status" means any of the events described below, as well as any other events included under subsequent changes to Code § 125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

(a) Legal Marital Status. A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;

(b) Number of Dependents. Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;

(c) Employment Status. Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan, such as if a plan only applies to salaried employees and an employee switches from salaried to hourly-paid, union to non-union, or full-time to

part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan;

(d) Dependent Eligibility Requirements. An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, or any similar circumstance; and

(e) Change in Residence. A change in the place of residence of the Participant or his or her Spouse or Dependents.

4.7 Events Permitting Exception to Irrevocability Rule

A Participant may change an election as described below upon the occurrence of the stated events for the applicable Component of this Plan:

(a) Open Enrollment Period. A Participant may change an election during the Open Enrollment Period.

(b) Termination of Employment. A Participant's election will terminate under the Plan upon termination of employment in accordance with Sections 3.2 and 3.3, as applicable.

(c) Leaves of Absence. A Participant may change an election under the Plan upon FMLA leave in accordance with Section 3.4 and upon non-FMLA leave in accordance with Section 3.5.

(d) Change in Status. A Participant may change his or her actual or deemed election under the Plan upon the occurrence of a Change in Status (as defined in Section 4.6), but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.

(1) Loss of Spouse or Dependent Eligibility; Special COBRA Rules. For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer's plan (and the Participant remains a Participant under this Plan in accordance with Section 3.2), then the Participant may increase his or her election to pay for such coverage (this rule does not apply to a Participant's Spouse who becomes eligible for COBRA or similar coverage as a result of divorce, annulment, or legal separation).

(2) Gain of Coverage Eligibility Under Another Employer's Plan. For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

(e) HIPAA Special Enrollment Rights. If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code § 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election (including, when required by HIPAA, an election to enroll in another benefit package under a group health plan), provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right

will arise in the following circumstances:

- a Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because: (1) the coverage was provided under COBRA and the COBRA coverage was exhausted; or (2) the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; or
- a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).

For purposes of this Section 4.7(e), the term "loss of eligibility" includes (but is not limited to) loss of eligibility due to legal separation, divorce, cessation of dependent status, death of an employee, termination of employment, reduction of hours, or any loss of eligibility for coverage that is measured with reference to any of the foregoing; loss of coverage offered through an HMO that does not provide benefits to individuals who do not reside, live, or work in the service area because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual), and in the case of HMO coverage in the group market, no other benefit package is available to the individual; a situation in which an individual incurs a claim that would meet or exceed a lifetime limit on all benefits; and a situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes the individual.

(f) Certain Judgments, Decrees and Orders. If a judgment, decree, or order (collectively, an "Order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health coverage (including an election for Health FSA Benefits) for a Participant's child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change his or her election to provide coverage for the child (provided that the Order requires the Participant to provide coverage); or (2) change his or her election to revoke coverage for the child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan and such coverage is actually provided.

(g) Medicare and Medicaid. If a Participant or his or her Spouse or Dependent who is enrolled in a health or accident plan under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.

(h) Change in Cost. For purposes of this Section 4.7(h), "similar coverage" means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage.

(1) Increase or Decrease for Insignificant Cost Changes. Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.

(2) Significant Cost Increases. If the Plan Administrator determines that the cost charged to an Employee of a Participant's Benefit Package Option(s) significantly increases during a Period of Coverage, then the Participant may (a)

make a corresponding prospective increase in his or her elective contributions (by increasing Salary Reductions); (b) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package Option that provides similar coverage; or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.

(3) Significant Cost Decreases. If the Plan Administrator determines that the cost of any Benefit Package Option significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants enrolled in that Benefit Package Option may make a corresponding prospective decrease in their elective contributions (by decreasing Salary Reductions); (b) Participants who are enrolled in another Benefit Package Option may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost Medical Insurance Plan); or (c) Employees who are otherwise eligible under Section 3.1 may elect the Benefit Package Option that has decreased in cost on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.

(i) Change in Coverage. The definition of "similar coverage" under Section 12.4(h) applies also to this Section 12.4(i).

(1) Significant Curtailment. If coverage is "significantly curtailed" (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage curtailment results in a "Loss of Coverage" (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is "significant," and whether a Loss of Coverage has occurred.

(a) Significant Curtailment Without Loss of Coverage. If the Plan Administrator determines that a Participant's coverage under a Benefit Package Option under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under an accident or health plan during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage. Coverage under a plan is deemed to be "significantly curtailed" only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.

(b) Significant Curtailment With a Loss of Coverage. If the Plan Administrator determines that a Participant's Benefit Package Option coverage under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke his or her election for the affected coverage and may either prospectively elect coverage under another Benefit Package Option that provides similar coverage or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.

(c) Definition of Loss of Coverage. For purposes of this Section 4.7(i)(1), a "Loss of Coverage" means a complete loss of coverage (including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or his or her Spouse or Dependent resides, or a Participant or his or her Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation). In addition, the Plan Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:

- a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO for the Medical Insurance Plan or in an HMO);
- a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or

- any other similar fundamental loss of coverage.

(2) Addition or Significant Improvement of a Benefit Package Option. If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 3.1 may elect the newly added or significantly improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

(3) Loss of Coverage Under Other Group Health Coverage. A Participant may prospectively change his or her election to add group health coverage for the Participant or his or her Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code § 7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s).

(4) Change in Coverage Under Another Employer Plan. A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during his or her employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance. A Participant entitled to change an election as described in this Section 4.7 must do so in accordance with the procedures described in Section 4.5.

(j) Revocation Due to Reduction in Hours

A Participant may revoke his or her Major Medical coverage, along with that of any related individuals, if the Participant experiences a reduction of hours such that he or she will be reasonably expected to work fewer than 30 hours a week on a regular basis and the Participant intends to enroll, along with any such related individuals, in another plan no later than the first day of the second full month following the revocation.

(k) Revocation of Coverage for Purposes of Enrolling in Marketplace Coverage

A Participant may revoke his or her Major Medical coverage if he or she is seeking to enroll, along with any related individuals who cease coverage due to such revocation, in Marketplace coverage (either during the Marketplace's annual open enrollment period or during a special enrollment period) immediately after the revoked coverage ends.

(l) CHIP Special Enrollment Rights

Notwithstanding anything else in this document to the contrary, special enrollment rights shall be made available as a result of a loss of eligibility for Medicaid or for coverage under a state children's health insurance program (SCHIP) or as a result of eligibility for a state premium assistance subsidy under the plan from Medicaid or SCHIP.

4.8 *Reserved*****

4.9 Election Modifications Required by Plan Administrator

The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

ARTICLE V. Benefits Offered and Method of Funding

5.1 Benefits Offered

When first eligible or during the Open Enrollment Period as described under Article IV, Participants will be given the opportunity to elect Premium Payment Benefits, as described in Article VI.

5.2 Employer and Participant Contributions

(a) Employer Contributions. For Participants who elect Insurance Benefits described in Article VI, the Employer may contribute a portion of the Contributions as provided in the open enrollment materials furnished to Employees and/or on the Election Form/Salary Reduction Agreement.

(b) Participant Contributions. Participants who elect any of the Medical Insurance Benefits described in Article VI may pay for the cost of that coverage on a pre-tax Salary Reduction basis, or with after-tax deductions, by completing an Election Form/Salary Reduction Agreement.

5.3 Using Salary Reductions to Make Contributions

(a) Salary Reductions per Pay Period. The Salary Reduction for a pay period for a Participant is, for the Benefits elected, (1) an amount equal to the annual Contributions for such Benefits (as described in Section 6.2 for Premium Payment Benefits; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage in reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate).

(b) Considered Employer Contributions for Certain Purposes. Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Premium Payment Benefits are considered to be Employer contributions.

(c) Salary Reduction Balance Upon Termination of Coverage. If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the Participant's required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional taxable wages or recoup the due Salary Reduction amounts from any remaining Compensation.

(d) After-Tax Contributions for Premium Payment Benefits. For those Participants who elect to pay their share of the Contributions for any of the Medical Insurance Benefits with after-tax deductions, both the Employee and Employer

portions of such Contributions will be paid outside of this Plan.

5.4 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets (except for Premium Payment Benefits paid as provided in the applicable insurance policy), it may hire an unrelated third-party paying agent to make Benefit payments on its behalf. The maximum contribution that may be made under this Plan for a Participant is the total of the maximums that may be elected as Employer and Participant Contributions for Premium Payment Benefits, as described in Section 6.2.

ARTICLE VI. Premium Payment Component

6.1 Benefits

The only Insurance Benefits that are offered under the Premium Payment Component are benefits under the Accident, Bridge, Disability, Group Term Life, Hospital Indemnity, Specific Disease or Condition Insurance Plan(s). Notwithstanding any other provision in these Plan(s), these benefits are subject to the terms and conditions of the Insurance Plan(s), and no changes can be made with respect to such Insurance Benefits under this Plan (such as mid-year changes in election) if such changes are not permitted under the applicable Insurance Plan. An Eligible Employee can (a) elect benefits under the Premium Payment Component by electing to pay for his or her share of the Contributions for Medical Insurance Benefits on a pretax Salary Reduction basis (Premium Payment Benefits); or (b) elect no benefits under the Premium Payment Component and to pay for his or her share of the Contributions, if any, for Medical Insurance Benefits with after-tax deductions outside of this Plan. Unless an exception applies (as described in Article IV), such election is irrevocable for the duration of the Period of Coverage to which it relates.

The Employer may at its discretion offer cash in lieu of benefits for Participants who do not choose Insurance Benefits.

6.2 Contributions for Cost of Coverage

The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer, which may or may not be the same amount charged by the insurance carrier.

6.3 Insurance Benefits Provided Under Insurance Plans

Insurance Benefits will be provided by the Insurance Plans, not this Plan. The types and amounts of Insurance Benefits, the requirements for participating in the Insurance Plans, and the other terms and conditions of coverage and benefits of the Insurance Plans are set forth in the Insurance Plans. All claims to receive benefits under the Insurance Plans shall be subject to and governed by the terms and conditions of the Insurance Plans and the rules, regulations, policies, and procedures adopted in accordance therewith, as may be amended from time to time.

6.4 Health Insurance Benefits; COBRA

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Health Insurance Benefits because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA), shall be given the opportunity to

continue on a self-pay basis the same coverage that he or she had under the Health Insurance Plan(s) the day before the qualifying event for the periods prescribed by COBRA.

Such continuation coverage shall be subject to all conditions and limitations under COBRA. Contributions for COBRA coverage for Health Insurance Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction in hours; or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Health Insurance Benefits shall be paid on an after-tax basis (unless may be otherwise permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

ARTICLES VII. – XII. *RESERVED*****

ARTICLE XIII. Appeals Procedure

13.1 Procedure If Benefits Are Denied Under This Plan

If a claim for reimbursement under this Plan is wholly or partially denied, then claims shall be administered in accordance with the claims procedure set forth in the summary plan description for this Plan. The Committee acts on behalf of the Plan Administrator with respect to appeals.

13.2 Claims Procedures for Insurance Benefits

Claims and reimbursement for Insurance Benefits shall be administered in accordance with the claims procedures for the Insurance Benefits, as set forth in the plan documents and/or summary plan description(s) for the Insurance Plan(s).

ARTICLE XIV. Recordkeeping and Administration

14.1 Plan Administrator

The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

14.2 Powers of the Plan Administrator

The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

(a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and

related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that, notwithstanding the first paragraph in this Section 14.2, the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 13.1);

(b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;

(c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;

(d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;

(e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;

(f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;

(g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;

(h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;

(i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and

(j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

14.3 Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

14.4 *Reserved*****

14.5 Fiduciary Liability

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

14.6 Compensation of Plan Administrator

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses

This Plan shall be construed, administered, and enforced according to the laws of the State of Iowa, to the extent not superseded by the Code, ERISA, or any other federal law.

15.5 Code and ERISA Compliance

It is intended that this Plan meet all applicable requirements of the Code , ERISA (if ERISA is applicable) and of all regulations issued thereunder. This Plan shall be construed, operated, and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA (if ERISA is applicable), the provisions of the Code and ERISA (if ERISA is applicable) shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict.

15.6 No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

15.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

15.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

15.9 Headings

The headings of the various Articles and Sections are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

15.10 Plan Provisions Controlling

In the event that the terms or provisions of any summary or description of this Plan are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

15.11 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the CITY OF CARTER LAKE FBP Salary Reduction Plan, CITY OF CARTER LAKE FBP has caused this Plan to be executed in its name and on its behalf, on this ____ day of _____, 20__.

By: _____

Its: _____