

**AGENDA**  
**City of Carter Lake**  
**Regular City Council Meeting**  
**City Hall – 950 Locust St.**  
**Monday, July 15, 2019 AT 7:00 P.M.**

- I. Pledge Of Allegiance
- II. Roll Call
- III. Approval Of The Agenda
  - A. Additions
  - B. Deletions
- IV. Consent Agenda
- V. New Business
  - A. Mosquito Control of Iowa
  - B. Communications From Public
    - a. Laurel Hamilton – mosquito spraying
  - C. Communications From
    - 1. Department Supervisors
      - a. Lem Sheard – 9<sup>th</sup> Street Bike path
    - 2. Mayor Ron Cumberledge
      - a. Appointments to Library Board
        - i. Tyke Darveaux
        - ii. Donna Callender
      - b. Assignments
      - c. Update on Community Center
    - 3. Aaron Grell
      - a. Amend ordinance for Flag Poles
    - 4. Planning Board – Ray Pauly
      - a. Changes to language for agricultural uses
      - b. TSL and Praxair Waiver of architectural design
    - 5. Jackie Carl – City Clerk
      - a. Annual Maintenance Agreement for HVAC system at City Hall

- VI. Ordinances and Resolutions
  - A. Resolution to approve Tax Abatement Application for 1218 Willow Drive
  - B. Resolution to set wages for Charles Bennett
  - C. Resolution to set wages for Linda Tice
  - D. Resolution to approve transfers for 6-30-2019
- VII. Comments Mayor, City Council And Public (3 Minutes)
- VIII. Executive Session to discuss litigation 21.5 (1)(c)(j)
- IX. Adjourn

**CONSENT AGENDA**

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

# Carter Lake Fire Department Monthly Report

## Proudly Serving since 1956

Department Head: Chief Eric Bentzinger

Report done by: Coordinator Phillip Newton

Contact information: Station # 712-347-5900

Email: [clfire@carterlake-ia.gov](mailto:clfire@carterlake-ia.gov)

\*\*\* Check us out on Facebook—Carter Lake Fire & Rescue \*\*\*

Month: JUNE 2019

**Budget Performance:**

**Continuous Issues:**

**Employee and Organization Development:**

**Pancake Breakfast: Pancake Breakfast is October 6th, 2019 at the Fire Station**

6-4	Meetings:	6:30-Done	Officers: 8 members, Mass: 24 members, Smoke Eaters, 17 members
6-1	Fire training:	9-noon	Ops, pumping, 6 members
6-11	Fire training:	7-10pm	Ops and pumping 8 members
6-18	EMS Meeting/training:	7-10pm	Trauma 11 members

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

Safety Committee: Next Safety Meeting is JULY 3rd - 13:00 at City Hall.

Total Calls for the month:	2018 – 494 Total Calls	2016 - 384 Total Calls	2015 - total calls, 367
		2017 – 484 Total Calls	2014 - Total calls, 372

EMS (ambulance) calls: 27

Fire/Other calls: 6

**Other:** Additional Information for Mayor, City Council & Citizens:

- 1. Looking for In Town Volunteers, Call Phill at station number listed above**
2. New Breakfast schedule. Public breakfasts will now be 3 times a year. Breakfasts will be in February, May & October. We will also continue to do the breakfast in July for pancakes in the park. This will be held only in the park and only for the attendees of the church service.
3. Congrats to Misty & Allan Kuiper on their Fire Dept Retirement, Thanks For Your Service.





# 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	

Library Board Meeting  
Brooks-Fennell Multi-Purpose Room  
June 24, 2019  
6:00 p.m.

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

Bonnie called the meeting to order.

Minutes: Patti made the motion to accept the April minutes/ No meeting in May. Jo seconded. Motion passed.

Financial Report: April and May – Viki made the motion to pass the reports. Theresa will check with City Hall to see if Enrich Iowa has been amended so that it does not show a negative amount. Victor seconded. Motion passed.

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

Librarian' Report: Patti made the motion to accept the report. Viki seconded. Motion passed.

	April/May 2019 Statistics
New Adult Cards	21
New Juvenile Cards	14
Makerspace Usage	118 Juvenile
Book Club	22 Adults
Preschool Storytime	32 Adults 32 Juvenile
Homebound Service	5
Notary	7
Tech Help	19
Lauritzen Garden Pass	4 checkouts
Omaha Children's Museum	17 passes
Fontenelle Forest	2 checkouts

**Other Meetings/Events**

Supervised Visits	3 Adults 2 Juvenile
Tutor	4 Adult 5 Juvenile
Legislative Coffee	6 Adult
Boy's Town	7 Adult
School Board	3 Adult

Genevieve has completed Public Library Management 2 and has received her certificate from the State Library.

Certification is good for 3 years during which she will have to take 45 hours of continuing education classes.

Coffee Club will hold their meetings at the library every Wednesday morning at 10:00 a.m. Games with the Senior Center will start again in the fall but are looking at collaborating with the Parks Department the Boys/Girls Club and the Senior Center to have kids/senior activities at the library Monday, July 8<sup>th</sup> and Wednesday, August 7<sup>th</sup>.

Julie McKillip donated a palm tree and piano to the library.

Maintenance Department has finished all work orders.

Theresa CE classes

Thursday, June 20 10:00 – 11:30 am – Presentation Pointers: Eye Popping Publications (Webinar)

Thursday, June 27 10:00 – 11:30 am - Check It Out! New Books for Ages 0-18 (Webinar)

Tuesday, July 16 10:00 – 11:30 am - Presentation Pointers: Digital Storytelling (Webinar)

Unfinished Business:

None

New Business:

Library Hours: Jo made the motion to change library open hours effective July 1, 2019. Patti seconded. Motion passed.

Transfer FY18/19 money into Library CIP: Viki made the motion to transfer any remaining money in the library FY18/19 budget into the library CIP account. Patti seconded. Motion passed.

Victor made the motion to adjourn. Tyke seconded. Meeting adjourned 7:45 p.m.

Submitted

Viki Hawkins, Secretary

June 25, 2019

# Carter Lake Parks Board

## Meeting July 2,2019

Roll Call

1.Approve Minutes from last meeting

2.Additions or deletions to Agenda

3.Approve Agenda

4.Dans first Projects

6. Concession report

Schedule next meeting

Adjorn

**CARTER LAKE PARKS AND RECREATION BOARD MEETING**  
**SUNDAY MAY 19, 2019 4:00 P.M.**

The Carter Lake Parks and Recreation board met on Sunday May 19, 2019, 4:00 P.M. at City Hall. Those in attendance were Secretary Cheryl Calabretto, Chairman Keebie Kessler and Bob Wahl. Absent was Barb Hawkins, Kendra Hollenbeck, Ricky Komor and Wayne Piper. Also in attendance was Jackie Wahl.

Chairman Keebie called the meeting to order at 4:07 P.M.

No additions or deletions to the agenda. Bob made a motion to approve the agenda as posted; Keebie seconded the motion and the motion passed.

Keebie made a motion to approve the minutes of the April 14, 2019 board meeting as printed. Bob seconded the motion and the motion passed.

1. Keebie gave a report on the Parade and Festival. They met with Bryan Hill to finalize the festival games and rides. They will be switching it up and having some games and rides for older kids this year. Some games or rides will be Hungry Hungry Hippo, Pie in the Face, the Hammer, Fishing Pond and others. No more cheap prizes. They will have better prizes and punch cards for redemption.
2. The new Recreation Director will probably start after June 1. Keebie will hang around as long as they need him to help out.
3. Schedule for the first round of Triple Crown are out and Keebie passed out a copy to everyone. There are 4 sessions but we will probably only host two of them. For the first session there are games scheduled for every field.
4. The Carter Lake Invitational Tournament will begin the Monday after the 4<sup>th</sup> of July.
5. Cheryl passed out a concessions report with copies of the menus, amount spent, amount deposited and a breakdown of cost and profit for each item.
6. The 5 year plan was tabled until we have more board members present.

Next meeting is scheduled for Sunday June 23, 2019 at 4:00 P.M.

Meeting was adjourned at 4:39 P.M.

Respectfully submitted by,

Cheryl J. Calabretto

PLANNING BOARD MEETING  
Monday, July 8, 2019 7:00 P.M.

The Planning Board meeting was called to order at 7:13 p.m. by Chairman Kathy Dueling.

Roll Call: Present: Kathy Dueling, Ed Palandri, Ray Pauly, Nate Bradburn; Absent: Jay Gundersen, Tim Podraza and Scott Crowder. Building Inspector Lem Sheard was also present.

Palandri moved to approve of the agenda, seconded by Bradburn; Unanimous approval.

Palandri moved to approve consent agenda, seconded by Bradburn; Unanimous approval.

New Business:

Praxair project, is to replace the west portion of the facility with a new building, parking lots and loading docks to make moving the pallets of bottles easier and safer. Palandri complemented the consultant they used was very thorough with full set of plans; Recommending approval, but wants to make sure the Council approves a waiver because the building does not meet the certain architectural requirements of that district; Palandri does not believe it really apply here because the company is trying to match an existing facility.; seconded by Pauly. Unanimous approval.

TSL project to build a pre-engineered building to enclose the unloading area and auger that moved the product into trailers for transport.

Ed Palandri, first motion would be to recommend that a new definition be added to the zoning ordinance under agricultural industries to include this type of operation and request recommendation from the city attorney. Since it is an administrative change, Palandri does not believe it requires the public hearing

Since the developer has not purchased the building and auger, the business owner cannot have access a full set of plans with electrical drawing for the auger system.

Palandri moved to approve the project conceptually for a pre-engineered building with the following sub-stipulations: 1. Develop and submit a maintenance plan as part of the permit application; 2. Obtain the council support to waive the architectural building requirements for the project; 3. At least provide a letter addressing the drainage and storm water issues and what that recommendation is; 4. Upon completion of the building, present in person and writing to the Building Inspector, a plan of how the company will combat the odor problems and prevent the product from not leaving those buildings except through containers. Motion was seconded by Nate. Roll Call: Yes: Bradburn, Pauly, Dueling, Palandri.

Concerned about adding additional language to address Agricultural uses in the Land Development Ordinances because there may be no end to the possible changes at the site. We cannot predict what will happen in 20 years; Add definitions and guidance for future development.

The Board moved onto discussing old business of the Comprehensive Plan updates to prepare for updating and approval.

With no further comments, Palandri moved to adjourn seconded by Pauly at 7:57 p.m.

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Kathy Dueling, Chairman

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Jackie Carl, City Clerk

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

Name: LAUREL HAMILTON

Address: 812 LOCUST ST

CARTER LAKE IA

Phone: \_\_\_\_\_

Meeting Date Requested: JUNE 17 2019

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

Or Fax to: 712-347-5454

Or Email to:  
[Jackie.Stender@carterlake-ia.gov](mailto:Jackie.Stender@carterlake-ia.gov)

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

REQUESTING THE CITY TO HALT MOSQUITO  
SPRAYING IMMEDIATELY.

THE ATTACHED STATEMENT IS TO BE READ AT THE  
MEETING BY A STAFF MEMBER IN MY ABSENCE.

Please submit any supporting documents with this application.

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

Signature:  Date: 07 JUNE 2019

For Office Use Only:

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

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

THIS STATEMENT IS TO BE READ AT THE JUNE 17 CITY COUNCIL MEETING ON MY BEHALF DUE TO MY ABSENCE.

I apologize for my absence, as I would prefer to make my public statement in person.

As a citizen of Carter Lake, I am appalled at the hasty and irresponsible decision the City Council has made to have permethrin, which is a neurotoxin, a "likely carcinogen" as characterized by the EPA, and highly toxic to aquatic systems, to be fogged throughout our town through September.

The CDC and WHO (World Health Organization) DO NOT advocate chemical application for mosquito control unless an area is at or nearing an epidemic. Nebraska's Douglas County Health Department has been monitoring mosquito and West Nile Virus numbers for the last 12 years, including a location on the Omaha side of Carter Lake, and also DOES NOT advocate chemical spraying. Sadly 4 deaths have occurred in Douglas County in 2018 and is the highest on record. As a result, the Douglas County Health Department promotes public awareness and education on mosquito borne illnesses and stresses citizens should practice personal preventive measures.

Instead of public awareness, the City of Carter Lake has contracted \$16,000 on chemical mosquito abatement BEFORE results from local mosquito monitoring have been completed.

Weekly fogging efforts are only effective short term with mosquito eggs hatching and larvae morphing daily. In addition, mosquitoes can travel up to 3 miles in search for a blood meal, coming from beyond the borders of the City. I am concerned that fogging efforts will make residents complacent and offers a false sense of security, ironically resulting in increased exposure to disease.

The City has also chosen to put the health of the residents at risk with exposure to the chemical mixture. The 4% permethrin is a relatively low concentration with low toxicity from a single exposure, while side effects can be developed with chronic exposure. HOWEVER, the material safety data sheet states that 90% of the remaining mixture is of "UNKNOWN ACUTE TOXICITY". In addition, the EPA chemical fact sheet only permits use on a specific list of crops rendering many home gardens contaminated.

The City has also chosen to put the health of our local environment at risk. A single exposure of the fog is lethal to all exposed small insects, and sustained exposure harms larger insects. Just three examples include non-hive and non-cavity nesting bees who roost overnight on plant foliage, monarch caterpillars, and dragonflies. Monarch caterpillars consume the contaminated milkweed leaves which can remain toxic on the shady underside for up to three weeks. Consumption of the contaminated milkweed results in the caterpillar dying during pupation. This is highly alarming as the monarch population has reached critical lows over the last few years and as the monarch migration

is just now reaching Carter Lake. Lastly, dragonflies are a natural predator of mosquitoes and are also susceptible to the chemical permethrin. Although not immediately lethal when exposed due to having a larger biomass, the reproductive cycle of a dragonfly is disrupted due to exposure and results in a decrease in dragonfly populations.

The lack of public awareness of mosquito borne illness and personal preventive measures and the lack of public outreach regarding the chemical's adverse effects and spraying process is an outrage. The City is doing a disservice to the citizens of Carter Lake by continuing the mosquito spray program.

The carelessness of the City's action and lack of logical decision making outrages me. After sitting down with the Mayor on June 06, I was told this was the City's approach to being proactive. Mr. Mayor and Council members, I CAN NOT accept your support of a hasty and uninformed decision which is harming citizens and the environment as a "proactive approach" to public safety. I am loosing confidence in the logical decision making of our public representatives.

I request the City immediately halt mosquito spraying and work with the Douglas and Pottawattamie Counties Health Departments to develop a mosquito management plan that includes public awareness of mosquito borne illnesses, details personal protective measures, fosters habitat and populations of natural mosquito predators, and that relies on results of mosquito monitoring. Mr. Mayor, THIS is a proactive approach that favors public safety. Due to my absence I seek a written response to this complaint and to the requests included in this statement by June 21st.

Respectfully,

Ms. Laurel Hamilton

**City of Carter Lake**

950 Locust Street

Carter Lake, IA 51510

Phone: (712) 347-6320 Fax: (712) 347-5454

Website: <http://www.cityofcarterlake.com/>

**Citizen Complaint Form & Procedure**

Please complete the following information so that the City can investigate your complaint. If the City finds that your complaint is appropriate, the information contained on this form will be used to properly prepare an abatement notice. The abatement notice will be sent to the property owner upon which the nuisance is located. Please print clearly.

YOU ARE NOT REQUIRED TO PROVIDE INFORMATION MARKED "OPTIONAL."

**OPTIONAL**

Name LAUREL HAMILTON

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Date 6/3/2019

**OPTIONAL**

If requested will you attend a City Council meeting or meet with City officials to explain your complaint? Yes  No

Nature of Complaint: (include the date, time, place, and facts of your complaint)

SEE ATTACHED LETTER

**OPTIONAL**

Should a citation be issued, you may be requested to testify to the above complaint in a Court of Law. Do you agree to so testify? Yes  No

City Hall Office Use Only:	
Received by _____	Date _____

03 June, 2019

Mayor Cumberledge and City Council,

Please accept this letter as a formal complaint against the City of Carter Lake. I am a resident of Carter Lake, a municipal voter, a taxpayer, and mother to two young children. I am deeply concerned about the lack of notification and the immediate risk the City has placed on its residents via a 2019 mosquito spraying initiative.

This complaint is in regards to the recent mosquito spraying plan using the insecticide Permethrin. The City released a notice of its mosquito spraying initiative via social media the afternoon of Friday, May 31. Upon a phone call that afternoon with Ms. Jackie Carl, City Clerk, it is my understanding that the City commenced mosquito spray application at the Ball Fields and a secondary location that very evening. This action violates the City's own procedures to post notification of spray the morning of application, as no notification was made public via the social media and email outlets stated.

Due to the high potential for drift and devastating environmental impacts of Permethrin, the lack of public notification and outreach is alarming. The lack of transparency and utter hastiness of the mosquito spray initiative is disrespectful and harmful to Carter Lake citizens.

I demand public notification regarding all areas of spray within the City until the mosquito abatement is terminated.

Respectfully,

Laurel Hamilton

**City of Carter Lake**

950 Locust Street

Carter Lake, IA 51510

Phone: (712) 347-6320 Fax: (712) 347-5454

Website: <http://www.cityofcarterlake.com/>

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**OPTIONAL**

Name LAUREL HAMILTON

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Date 6/3/2019

**OPTIONAL**

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Nature of Complaint: (include the date, time, place, and facts of your complaint)

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Received by _____	Date _____

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The City released a notice of its mosquito spraying initiative via social media the afternoon of Friday, May 31. Upon a phone call and email correspondence with Ms. Jackie Carl, City Clerk, it is my understanding that the City acted in haste to vote on (via poll), acquire services, and perform aerosol chemical mosquito abatement methods throughout the entire city. I was told Ms. Carl fielded phone calls regarding mosquito abatement inquiries which prompted the action, however there are no formal complaints on file to date. It is also my understanding that the action to proceed with chemical application was based on a suggestion, and no review by the City Council was conducted and the citizens were not involved nor notified prior to the contract with the abatement company being accepted.

The crux of this complaint is that the Mayor and City Council

1. acted in haste conducting little or no research on the chemical Permethrin, the application process, EPA restrictions of the chemical and its application means, human exposure risks, nor the adverse impacts on aquatic systems, beneficial insects, and other non-target organisms. Similarly to my understanding, a literature review linking nocturnal Permethrin spray to a measurable reduction in mosquito borne illness has not been conducted.
2. has not provided adequate public outreach and education regarding Permethrin and its adverse effects. The public has not been made aware that Permethrin is listed as a "Likely to be Carcinogenic to Humans", per EPA classification and that, per the EPA REG. NO. 34704-873, the chemical
  - a. applied areas are not to be entered by applicators for 12 hours after application without proper personal protective equipment to include layers of clothing and chemical resistant gloves,
  - b. should not be used near aquatic habitats, including lakes and fish ponds, due to its high toxicity on fish,
  - c. should not be used on vegetables/fruits not explicitly listed,
  - d. use on listed produce should meet the pre-harvest interval (PHI) prior to consumption, which ranges from 1 to 30 days, and
  - e. is highly toxic to exposed insects. During night applications, this includes all non-hive and non-cavity nesting insects, such as roosting male bees (all species), butterflies, moths, lightning bugs, dragonflies, caterpillars, and many others. Additional research proves that birds consuming exposed insects at high doses can be affected, and permethrin residue can remain on plant surfaces (for length in shady areas) and poison insects hosting on contaminated plant material, such as monarch caterpillars. This

blatantly contradicts the City's encouragement to citizens to plant 'native plant and rain gardens to benefit wildlife' as advertised in monthly newsletters.

3. has provided the name of the abatement company and an image of the site link but has not mentioned the pesticide name that will be applied in Carter Lake. The Mosquito Control of Iowa website is convoluted and full of broken links, none of which link to the material safety data sheet and chemical labels as implied. Extra effort was necessary to determine that Permethrin will be used with a fogging method and to obtain the corresponding Permethrin MSDS and label.

Due to the high potential for drift of Permethrin, the absence of notification is alarming. The lack of transparency and utter hastiness of the mosquito spray initiative is disrespectful to Carter Lake citizens and puts the City at immediate risk of legal action similar to recent cancer-causing-herbicide suits settled in favor of plaintiffs (see attached news article).

I demand an immediate injunction halting all City mosquito spraying for reasons aforementioned and request a response to this demand by June 18. I am willing to discuss this with you in further detail, should you have any questions.

Respectfully,

Laurel Hamilton

<https://www.npr.org/2019/05/13/723056453/california-jury-awards-2-billion-to-couple-in-roundup-weed-killer-cancer-trial>

## California Jury Awards \$2 Billion To Couple In Roundup Weed Killer Cancer Trial

May 13, 2019 10:07 PM ET

Richard Gonzales

Containers of Roundup are displayed on a store shelf in San Francisco. The verdict is the third recent court decision in California involving the glyphosate-based Roundup weed killer.

Haven Daley/AP

A California jury has awarded a couple more than \$2 billion in a verdict against Monsanto, a subsidiary of Bayer. This is the third recent court decision involving claims that the company's Roundup weed killer caused cancer.

The jury in Alameda County, just east of San Francisco, ruled that the couple, Alva and Alberta Pilliod of Livermore, Calif., contracted non-Hodgkin's lymphoma because of their use of the glyphosate-based herbicide. They were each awarded \$1 billion in punitive damages and an additional \$55 million in collective compensatory damages.

Many legal experts believe the damages will be drastically reduced on appeal.

The verdict represents the third such legal setback for the company in California since mid-2018. In March, a San Francisco jury awarded \$80 million to a man who blamed his cancer on his extensive use of Roundup. In August 2018, another San Francisco jury awarded \$289 million to a fourth plaintiff. On appeal a judge later slashed that payout to \$78 million. Bayer is appealing each of these verdicts. The company insists there is no link between Roundup and non-Hodgkin's lymphoma.

Article continues after sponsor message

"Bayer is disappointed with the jury's decision and will appeal the verdict in this case, which conflicts directly with the U.S. Environmental Protection Agency's interim registration review decision released just last month, the consensus among leading health regulators worldwide that glyphosate-based products can be used safely and that glyphosate is not carcinogenic, and the 40 years of extensive scientific research on which their favorable conclusions are based," the company said in a statement.

At least one environmental group praised the verdict.

Ken Cook, president of the Environmental Working Group, said: "The cloud hanging over Bayer will only grow bigger and darker, as more juries hear how Monsanto manipulated its own research, colluded with regulators and intimidated scientists to keep secret the cancer risks from glyphosate."

Four years ago, a United Nations-sponsored scientific agency declared that Roundup probably causes cancer. As NPR's Dan Charles reported, the finding from the International Agency for

Research on Cancer caused Monsanto to launch a fierce campaign to discredit the IARC's conclusions.

"Internal company emails, released as part of a lawsuit against the company, show how Monsanto recruited outside scientists to co-author reports defending the safety of glyphosate, sold under the brand name Roundup. Monsanto executive William Heydens proposed that the company 'ghost-write' one paper. In an email, Heydens wrote that 'we would be keeping the cost down by us doing the writing and they would just edit & sign their names so to speak.' Heydens wrote that this is how Monsanto had 'handled' an earlier paper on glyphosate's safety."

More than 13,000 other lawsuits have been filed against its subsidiary, Monsanto, the maker of Roundup.

After three jury verdicts in California, a trial is scheduled for August in St. Louis County in Missouri, the site of Monsanto's former headquarters.

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Please complete the following information so that the City can investigate your complaint. If the City finds that your complaint is appropriate, the information contained on this form will be used to properly prepare an abatement notice. The abatement notice will be sent to the property owner upon which the nuisance is located. Please print clearly.

YOU ARE NOT REQUIRED TO PROVIDE INFORMATION MARKED "OPTIONAL."

**OPTIONAL**

Name Bob Hamilton

Address 812 Locust St City/State/Zip Carter Lake IA 51510

Phone Number \_\_\_\_\_ Date 6/7/19

**OPTIONAL**

If requested will you attend a City Council meeting or meet with City officials to explain your complaint? Yes \_\_\_\_\_ No

Nature of Complaint: (include the date, time, place, and facts of your complaint)

Not pleased that the city sprayed pesticides thru out the city

**OPTIONAL**

Should a citation be issued, you may be requested to testify to the above complaint in a Court of Law. Do you agree to so testify? Yes \_\_\_\_\_ No \_\_\_\_\_

**City Hall Office Use Only:**

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

Date \_\_\_\_\_

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

**RECEIVED**  
JUL 10 2019  
BY: *[Signature]*

Name: Laurel Hamilton

Address: 912 Locust St  
Carter Lake IA

Phone: 4023199445

Meeting Date Requested: July 15 2019

Mail request to:  
City Clerk  
950 Locust Street  
Carter Lake, IA 51510  
  
Or Fax to: 712-347-5454  
  
Or Email to:  
[Jackie.Stender@carterlake-ia.gov](mailto:Jackie.Stender@carterlake-ia.gov)

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

Request to halt mosquito spraying  
in the absence of input from a public health  
official and an integrated mosquito control plan.

**Please submit any supporting documents with this application.**

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

Signature: Laurel Hamilton

Date: 7/9/2019

**For Office Use Only:**

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

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

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

Name: LAUREL HAMILTON

Address: 812 LOCUST ST

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Meeting Date Requested: July 01 2019

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

Or Fax to: 712-347-5454

Or Email to:  
[Jackie.Stender@carterlake-ia.gov](mailto:Jackie.Stender@carterlake-ia.gov)

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

REQUEST TO

HALT MOSQUITO FOGGING

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please submit any supporting documents with this application.

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

Signature: 

Date: 23 June 2019

For Office Use Only:

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

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

**City of Carter Lake**  
950 Locust Street  
Carter Lake, IA 51510  
Phone: (712) 347-6320 Fax: (712) 347-5454  
Website: <http://www.cityofcarterlake.com/>

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**Citizen Complaint Form & Procedure**

Please complete the following information so that the City can investigate your complaint. If the City finds that your complaint is appropriate, the information contained on this form will be used to properly prepare an abatement notice. The abatement notice will be sent to the property owner upon which the nuisance is located. Please print clearly.

YOU ARE NOT REQUIRED TO PROVIDE INFORMATION MARKED "OPTIONAL."

OPTIONAL

Name LAUREL HAMILTON

Address 812 LOCUST ST City/State/Zip CARTER LAKE 51510

Phone Number \_\_\_\_\_ Date \_\_\_\_\_

OPTIONAL

If requested will you attend a City Council meeting or meet with City officials to explain your complaint? Yes  No

Nature of Complaint: (include the date, time, place, and facts of your complaint)

SEE ATTACHED LETTER

OPTIONAL

Should a citation be issued, you may be requested to testify to the above complaint in a Court of Law. Do you agree to so testify? Yes  No

City Hall Office Use Only:

Received by

Date

23 June, 2019

Mayor Cumberledge and City Council,

This letter is a formal complaint against the City of Carter Lake. I am a resident of Carter Lake, a municipal voter, and a taxpayer. I properly submitted the form to get on the June 17 City Council meeting and was placed on the agenda. Knowing I would be unavailable to attend the meeting in person, I inquired with Ms. Jackie Carl, City Clerk, and was told to submit a written statement which would be read **AT** the meeting in my absence. The statement was also submitted by the required deadline and again informed the City of my absence and the letter was to be read **AT** the meeting. During a phone call with Ms. Carl subsequent to the City Council meeting, I was informed that my public statement was not read **AT** the meeting as promised, nor was my request to halt the mosquito spray discussed during the City Council meeting despite **CLEARLY BEING ON THE AGENDA**. Had I known I was being misled by the City, I would have found a representative to read my statement in my place.

I am appalled at the City's misdirection and am furious at the City for oppressing a citizen voice.

I demand a response to this complaint by July 5, 2019.

Respectfully,

Laurel Hamilton

**City of Carter Lake**

950 Locust Street

Carter Lake, IA 51510

Phone: (712) 347-6320 Fax: (712) 347-5454

Website: <http://www.cityofcarterlake.com/>

**Citizen Complaint Form & Procedure**

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YOU ARE NOT REQUIRED TO PROVIDE INFORMATION MARKED "OPTIONAL."

Name Kassie Widick <sup>OPTIONAL</sup>

Address \_\_\_\_\_ City/State/Zip Carter Lake IA

Phone Number \_\_\_\_\_ Date June 5 2019

**OPTIONAL**

If requested will you attend a City Council meeting or meet with City officials to explain your complaint? Yes \_\_\_ No \_\_\_ if available

Nature of Complaint: (include the date, time, place, and facts of your complaint)  
Mosquito spray w/out notice and side effects. Had a headache for two hours after fogging. Angry there was no choice on the matter from us citizens.

**OPTIONAL**

Should a citation be issued, you may be requested to testify to the above complaint in a Court of Law. Do you agree to so testify? Yes \_\_\_ No \_\_\_

<b>City Hall Office Use Only:</b>	
Received by _____	Date _____

**City of Carter Lake**

950 Locust Street

Carter Lake, IA 51510

Phone: (712) 347-6320 Fax: (712) 347-5454

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YOU ARE NOT REQUIRED TO PROVIDE INFORMATION MARKED "OPTIONAL."

Name Kassie Widlak <sup>OPTIONAL</sup>

Address \_\_\_\_\_ City/State/Zip Carter Lake IA

Phone Number \_\_\_\_\_ Date 6/10/19

**OPTIONAL**

If requested will you attend a City Council meeting or meet with City officials to explain your complaint? Yes \_\_\_ No \_\_\_ if available

Nature of Complaint: (include the date, time, place, and facts of your complaint)

The city has failed to look @ and promote other options and went straight to spraying. With no guidance from public health officials.

**OPTIONAL**

Should a citation be issued, you may be requested to testify to the above complaint in a Court of Law. Do you agree to so testify? Yes \_\_\_ No \_\_\_

<b>City Hall Office Use Only:</b>	
Received by _____	Date _____

**City of Carter Lake**

950 Locust Street

Carter Lake, IA 51510

Phone: (712) 347-6320 Fax: (712) 347-5454

Website: <http://www.cityofcarterlake.com/>

**Citizen Complaint Form & Procedure**

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YOU ARE NOT REQUIRED TO PROVIDE INFORMATION MARKED "OPTIONAL."

Name Kassie Widick OPTIONAL

Address \_\_\_\_\_ City/State/Zip Carter Lake IA

Phone Number 402 238 9249 Date June 20th 2019

OPTIONAL

If requested will you attend a City Council meeting or meet with City officials to explain your complaint? Yes \_\_\_ No \_\_\_ if available

Nature of Complaint: (include the date, time, place, and facts of your complaint)

I am upset the city of Carter Lake did not take anyones health into consideration before making a decision like this. I do not feel comfortable taking my children to the park etc because this affects them

Should a citation be issued, you may be requested to testify to the above complaint in a Court of Law. Do you agree to so testify? Yes \_\_\_ No \_\_\_ negatively. w/ pre-existing health issues.

<b>City Hall Office Use Only:</b>	
Received by _____	Date _____

**City of Carter Lake**

950 Locust Street

Carter Lake, IA 51510

Phone: (712) 347-6320 Fax: (712) 347-5454

Website: <http://www.cityofcarterlake.com/>

**Citizen Complaint Form & Procedure**

Please complete the following information so that the City can investigate your complaint. If the City finds that your complaint is appropriate, the information contained on this form will be used to properly prepare an abatement notice. The abatement notice will be sent to the property owner upon which the nuisance is located. Please print clearly.

YOU ARE NOT REQUIRED TO PROVIDE INFORMATION MARKED "OPTIONAL."

Name Kassie Widick <sup>OPTIONAL</sup>

Address \_\_\_\_\_ City/State/Zip Carter Lake IA

Phone Number 4022389249 Date 6/26/19

**OPTIONAL**

If requested will you attend a City Council meeting or meet with City officials to explain your complaint? Yes \_\_\_ No \_\_\_ maybe, if available

Nature of Complaint: (include the date, time, place, and facts of your complaint)

I do not consent to mosquito spraying. NOR do I agree with NOT telling the public the side effects of these toxins being sprayed. in advance.

**OPTIONAL**

Should a citation be issued, you may be requested to testify to the above complaint in a Court of Law. Do you agree to so testify? Yes \_\_\_ No \_\_\_

<b>City Hall Office Use Only:</b>	
Received by _____	Date _____

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

**RECEIVED**  
JUN 20 2019  
BY: *gls*

**Name:** Doug & Kim Courtier  
**Address:** 3716 N 13th St  
Carter Lake, IA  
51518  
**Phone:** 402 671 2899  
**Meeting Date Requested:** 7/15/19

Mail request to:  
City Clerk  
950 Locust Street  
Carter Lake, IA 51510  
  
Or Fax to: 712-347-5454  
  
Or Email to:  
[Jackie.Stender@carterlake-ia.gov](mailto:Jackie.Stender@carterlake-ia.gov)

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

Lawn mowed and charged \$112.50. Do not believe it  
was right. Seen pictures and it's not tall as cone. I was  
also going to come out to mow. Would like you to  
reconsider the fine for service. AT

**Please submit any supporting documents with this application.**

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

**Signature:**  **Date:** 6/20/19

**For Office Use Only:**

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

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

## **PROPOSED FLAGPOLE ORDINANCE**

**7/15/2019**

### **FIRST READING**

#### **Permits required.**

A. No flagpole 15 feet in height or greater shall be erected or constructed without first obtaining a building permit pursuant to the International Building Code, Section 105.1, Permits Required, as amended.

B. Unless additional review is required pursuant to Carter Lake City ordinances, a building permit application for a flagpole shall be reviewed for compliance with this chapter and all applicable codes and a decision to approve, approve with conditions, or deny shall be issued within 30 days of receipt of a fully complete permit application. All applications for flagpoles requiring a building permit shall include plans and specifications stamped by a professional licensed engineer to assure proper grounding, strength, wind resistance, seismic loads, and other relevant engineering requirements.

C. Metal flagpoles requiring a building permit shall be engineered and constructed in accordance with the American National Standard Institute – National Association of Architectural Metal Manufacturers (ANSI/NAAMM) Guide Specifications for Design of Metal Flagpoles, FP 1001-97 as amended.

D. Any flagpole greater than 15 feet in height shall be allowed only in a commercial or industrial district within the city limits of the City of Carter Lake.

#### **Approval process.**

Persons seeking permits or approval under this chapter shall be subject to the administrative review process of the City of Carter Lake. The Applicant shall seek consultation for height and lighting restrictions through the Federal Aviation Administration.

**Business signage/advertising restricted by previous Ordinance.**

Flags, other than government approved official flags of the United States of America or of the State of Iowa, which are designed for or in effect serve advertising purposes and focus attention on location for business purposes, shall be considered signage and shall NOT be allowed on the permitted flagpole, as all such signs are already regulated by the City’s sign ordinances.

**Height.**

The top of all flags (including the flagpole), regardless of the manner of mounting, whether freestanding, or on any structure, or any combination thereof shall result in the top of the flagpole being no higher than the height restriction for buildings/structures in the zoning district in which they are located or no greater than 80 feet in height.

**Setbacks.**

Flags and flagpoles must be set back sufficient distance from property lines so as not to create a safety hazard on adjacent property. These structures and their related flags shall be set back sufficient distance to enable the flag to fly fully open without flying over the property of others.

**Size.**

The maximum flag size allowed on a flagpole, tower, tower structure, or similar structure shall be as follows:

Flagpole/Structure	Size of Flag (Maximum)
20 ft.	4 ft. by 6 ft.
25 ft.	5 ft. by 8 ft.
30 ft. – 35 ft.	6 ft. by 10 ft.
40 ft. – 45 ft.	6 ft. by 10 ft. or 8 ft. by 12 ft.
50 ft.	8 ft. by 12 ft. or 10 ft. by 15 ft.

Changes to the dimensional standard of the flag shall be allowed if the total area of the flag allowed is not exceeded and if it can be demonstrated that the revision to dimensional standards meets the intent of this Ordinance.

**Number.**

No more than one flagpole as described and used herein shall be allowed per parcel or lot.

**Manner of display.**

Flags and insignia of any government should be displayed in as approved manner pursuant to federal guidelines in Title 4, United States Code, Chapter 1 (the Federal Flag Code).

**Light display.**

Lighting of the flagpole at night is allowed. To contain the impacts of unsafe lighting and light pollution, the city prohibits the following when used with or for flags and flagpoles: :

A. Floodlights, searchlights, beacons, and laser source light fixtures which are not confined to illumination of the pole and flag;

B. Neon lighting;

C. Lighting which creates hazards to pedestrian and traffic safety, and which is a nuisance to surrounding properties because of excessive glare, excessive light production in relation to need, and/or lighting which create shadow and light which together create a hazard; and

D. Blinking, flashing, animated, and/or moving lights.

Whenever possible downlighting and shielding/baffling of fixtures shall be incorporated into the design of the flag and flagpole.

**Nonconformance.**

**A. Pre-existing Nonconforming Flags and flagpole.**

No outdoor flag or flagpole which was lawfully installed prior to the enactment of the ordinance shall be required to be removed or modified except as expressly proved herein; however, no modification, alteration or replacement shall be made to a nonconforming structure unless the

structure thereafter conforms to the provisions of this chapter. Normal maintenance and repair of any flagpole shall be allowed.

### **B. Conformance after Abandonment/Damage.**

In the event that a flag or flagpole is abandoned for more than one year, or is damaged beyond 75 percent of appraised, assessed value, the repaired or replacement flag and/or flagpole shall comply with the provisions of the chapter.

### **Variances.**

Variations from the standards of this chapter shall be pursuant to the processes outlined in The City Code of Carter Lake Iowa and shall be heard by the Board of Adjustment.

### **Appeals.**

Any person aggrieved by any part, requirement or process of this chapter shall have the right and obligation to seek review of this chapter or any decision made pursuant to it. Appeals of decision of the building official, shall be to the City Council upon written application to the City Clerk. An applicant aggrieved by any part, requirement or process set forth in this chapter must exhaust all available administrative appeals before seeking recourse in the courts.

### **Administrative interpretation.**

Administrative interpretations of this chapter shall be made by the Building Inspector. Any costs associated with the building Inspector consulting with an architect or engineer regarding the proposed flagpole and flag shall be charged to the Applicant, and paid for by the Applicant, regardless of the decision to approve or not approve the flagpole.

### **Penalties.**

Violations of this Code will be considered a nuisance under the statutes of the City of Carter Lake and treated as a nuisance under Chapter 55 of the Municipal City Code subject to all penalties and authorities therein established including the right of the City to enjoin the unauthorized use of the flagpole by seeking court Order and all costs of enforcement.



**July 8, 2019**

**3100 Nebraska Avenue  
Council Bluffs, Iowa 51501**

**PM Agreement for:**

**City of Carter Lake Administration Building  
Attn: Jackie Stender  
950 Locust Street  
Carter Lake, IA 51510**

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**City of Carter Lake Administration Building**

Jackie Stender  
950 Locust Street  
Carter Lake, IA 51510

**Contract Summary:**

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**Term of Agreement:**

This agreement is to commence on **July 1, 2019** and continue for a term of **one (1) year**. Contract set to expire on **June 30, 2020**.

**Scope of Work:**

The scope of this Agreement includes HVAC Mechanical preventative maintenance coverage on all listed equipment in **annual** and **semi-annual** visits. Each visit includes heating and cooling preventative maintenance as seasonal conditions require. Filter and belt replacements, as well as annual condenser coil cleaning are included in the contract amount.

**City of Carter Lake Contractual Agreement Amount:**

The contractual obligation for the first year of this agreement is:

**Three Thousand Three Hundred Eighty-Six Dollars**.....**\$3,386.00**

As a contract customer, you will receive preferential treatment over non-contract customers.

**Rasmussen Mechanical Services Representatives:**

Rick Lochmiller, PM Contract Sales  
3100 Nebraska Avenue  
Council Bluffs, Iowa 51501  
Office: 712-323-0541  
Fax: 712-323-8681  
Cellular: 402-290-9573  
Email: rick.lochmiller@rasmech.com

**Molly Newman** is your dispatcher. **Molly** is the Service Coordinator for HVAC Services and is responsible for scheduling any and all program services. **Molly** can be reached at 712-323-0541 for scheduled, emergency, or normal service requests.

**Your Single Source Service Provider**



**SCHEDULE A – LIST OF COVERED EQUIPMENT**

Equipment ID	Manufacturer	Model Number	Serial Number	Equipment Location	Coverage
WATER HEATER	A.O. SMITH	GPDx-75		MEZZANINE 200	Annual
(29) VAV BOXES	KRUEGER	LMHS		MISC. AREAS	Annual
BOILER	L.E.S.	VW-37	08F-4949	MEZZANINE 200	Semi-Annual
BURNER	POWER FLAME	JR15A-10	080873160	MEZZANINE 200	Semi-Annual
BOILER	L.E.S.	VW-37	08F-4948	MEZZANINE 200	Semi-Annual
BURNER	POWER FLAME	JR15A-10	080873161	MEZZANINE 200	Semi-Annual
SPLIT SYSTEM	YORK			MEZZANINE 200	Annual
ROOFTOP UNIT	YORK	DJ180N32B2BAD2E	N0F8019422	ROOF	Semi-Annual
ROOFTOP UNIT	YORK	DH078N15S2BAD4B	N0F8020056	ROOF	Semi-Annual
ROOFTOP UNIT	YORK	DH120N20P2BAD3D	N0F8020063	ROOF	Semi-Annual
EXHAUST FAN	GREENHECK	SQ-100-A		MEZZANINE 200	Annual
EXHAUST FAN	GREENHECK	SQ-100-A		MEZZANINE 200	Annual
EXHAUST FAN	GREENHECK	SQ-80-G		LAB 128	Annual
EXHAUST FAN	GREENHECK	SQ-80-G		KENNEL	Annual
UNIT HEATER	MODINE	HS-33			Annual
HWP-1 CIRCULATING PUMP	TACO	SERIES 1919		MEZZANINE 200	Annual
HWP-2 CIRCULATING PUMP	TACO	SERIES 1919		MEZZANINE 200	Annual

**City of Carter Lake Administration Building** investment in this proposal will be as follows:

Contract Year	Start	End	Price
Year One	July 1, 2019	June 30, 2020	\$3,386.00

Payment terms will be thirty (30) days after Rasmussen Mechanical Services date of invoice. Rasmussen Mechanical Services reserves the right to discontinue its service anytime payments have not been made as agreed. Failure to make payments when due or impairment of customer's credit shall relieve Rasmussen Mechanical Services of any and all obligations pertaining to work or performance of work.

**Your Single Source Service Provider**



This agreement will automatically renew at the end of the contract term unless Rasmussen Mechanical Services receives written notice from customer of intent to cancel no less than 45 days from expiration date of the original term. Subsequent contract costs may be increased up to 3% each year upon the anniversary date.

We would appreciate your signature in the space provided below as your acceptance of this Agreement.

PROPOSAL OFFERED BY:   
*Rick Lochmiller* DATE: July 8, 2019

**CUSTOMER ACCEPTANCE**

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

P.O. #: \_\_\_\_\_

Preferred billing method:  Annual  Semi-Annual  Quarterly  Monthly



## ***PACKAGED ROOFTOP UNIT OPERATIONAL INSPECTION***

- Check power supply operation
- Check amperage of compressors and record on service report
- Check starters and contact surfaces
- Check operating temperatures and pressures. Record temperature differentials
- Check all belts for wear. Replace annually
- Check all operating safety controls
- Check and tighten all electrical connections
- Lube motors/bearings, where applicable
- Check for oil/refrigerant leaks
- Check fan sheave bearings and blades
- Check and clean coils, annually (Spring)
- Check and clean condensate pans if required
- Check and replace air filters (Spring & Fall)
- Inspect burner assembly for proper operation (Fall)
- Check heat exchanger (Fall)
- Inspect flue, draft diverter and clean air screen (Fall)
- Check economizer for proper operation, if applicable

## ***SPLIT SYSTEM UNITS***

- Inspect and clean fan assembly.
- Lubricate fan and motor bearings per manufacturer's recommendations.
- Inspect belts and sheaves.
- Inspect motor mounts and vibration pads.
- Check motor operating conditions.
- Inspect electrical connections and contactors.
- Lubricate and adjust associated dampers and linkage.
- Check fan operation.
- Clean outside air intake.
- Inspect and clean drains and drain pans.
- Check filter advance mechanism, if present. Lubricate and adjust as needed.
- Inspect filters.
- Check cooling coils.



## ***BOILER OPERATIONAL INSPECTION***

- Check burner operation and safety controls
- Check and record gas pressure
- Check low water cutoff operation
- Check gas safety switch
- Check gas valve/operation for leaks
- Check draft fan and exhaust
- Perform combustion analysis and provide report
- Check circulating pump system if applicable
- Check feed water operation
- Exercise shutoff valves, if possible
- Check condensate system operation (tank, pump, valves, etc.)
- Check safety relief valve and record status
- Boiler blow down

## ***WATER HEATER-MAINTENANCE INSPECTION***

- Check temperature and safety controls
- Check safety relief valve.
- Check gas pressure, regulator and gas valve.
- Check pilot and main gas ignition and operation.
- Check combustion room air intake system.
- Inspect valves & blow down or flush main tank drain.
- Check contacts and connections on all controls and tighten as needed.
- Check make-up water
- Clean fire-side burner & pilot as needed.
- Check and replace pilot tubing if applicable
- Check and replace ignition wiring if applicable
- Check electrodes and clean as needed.
- Check for proper venting.



## ***EXHAUST FAN – MAINTENANCE INSPECTION***

- Check/clean fan assembly
- Lube fan and motor bearings
- Check belts & sheaves - adjust as applicable
- Tighten all nuts/bolts/mounting hardware
- Check motor mounts and vibration pads
- Check motor volts/amps
- Check and tighten all electrical connections
- Check operation and safety controls

## ***PUMPS – MAINTENANCE INSPECTION***

- Lubricate pump and motor bearings per manufacturer's recommendations
- Check motor operating conditions
- Inspect and clean strainers, if necessary
- Inspect mechanical seal or packing as applicable
- Check suction and discharge pressures

## ***UNIT HEATER - MAINTENANCE INSPECTION***

- Check operation and safety controls
- Check and clean gas burner section
- Examine the heat exchanger for holes and or wear
- Check exhaust motor operation
- Check and adjust manifold gas pressure.
- Inspect all gas connections for proper fit.
- Make sure venting systems are free of obstructions
- Inspect burner tubes



## ***VAV BOX - MAINTENANCE INSPECTION***

- Check Filters if applicable – Clean or replace if necessary
- Check Control System and devices for proper operation
- Check Cooling/Heating Coil for damage if applicable
- Check for proper air flow and adjust if necessary
- Check blower wheel and housing for cleanliness and integrity
- Check damper for proper operation and adjust if necessary



**INCORPORATION IN CONTRACT** - Execution and performance of this contract shall be governed and construed under the laws of the State of Iowa. This contract constitutes the entire agreement between the parties hereto, and there are no other terms and conditions, understandings, representations or warranties of any kind, expressed, implied, statutory or otherwise (including, but without limitations, the implied warranties of merchantability and fitness for a particular purpose), not expressly set forth herein.

If substitute or additional equipment, repair parts or labor are purchased by the **Buyer** from the **Seller**, they will be billed as an addendum or addition to the Contract and the terms and conditions of this Contract shall be applicable thereto, the same as if such substitution, additional equipment, repair parts or labor had been originally purchased hereunder.

The **Seller** reserves the right to do partial shipments.

The **Seller** reserves the right to implement progress payments on Contracts involving work that is anticipated and/or scheduled to be of longer than 30 day's duration from Contract date to date of final completion; and/or involves the purchase or procurement of special materials or equipment. Further, it is herein agreed that materials and/or equipment suitably stored, maintained, and insured by **Seller** on behalf of **Buyer**, at **Sellers** place of business and/or at other locations under **Sellers** control, shall qualify for inclusion in progress payments as if delivered to **Buyers** site. In this event, **Buyer** shall have the right to inspect said materials and/or equipment at the storage site(s), should **Buyer** so desire.

All salvage material shall become the property of the **Seller** and will be removed from the premises or jobsite, unless otherwise noted in the Contract.

**PROPRIETARY AGREEMENT** - All drawings, memoranda, ideas and information furnished by **Seller** shall remain its property and shall be considered its business and trade secrets, received in trust and confidence for the sole purpose of installing, maintaining, repairing and operating said specific equipment. **Buyer** shall not share, copy or provide any of said information to any third party without the written consent of the **Seller**.

**WARRANTY** - **Seller** warrants, for a period of one (1) year after initial repair (on repair work) or for a period of one (1) year after initial operation or eighteen (18) months after shipment or readiness to ship (on new equipment), whichever comes first, that the equipment of its own manufacture sold under this agreement is free from defects in material and workmanship. During the first ninety (90) days of the warranty period, during normal working hours, **Seller** will (at **Sellers** expense) deliver and install replacement parts or effect repairs, at **Seller's** option. Any defective parts reported after the first ninety (90) days, but before the warranty expiration date, will be shipped to **Buyers** plant at no charge to **Buyer**. However, the cost of installing such parts will be the **Buyers** responsibility. Material and equipment which is not manufactured by **Seller** shall be covered only by the warranty of its respective manufacturer. Warranty does not include routine maintenance items, airfreight and/or special handling charges on replacement parts, or overtime work to replace parts or effect repairs. Repair or replacement does not alter or extend limits of liability or warranty established at time of sale. Routine maintenance and normal wear and tear is not covered by this warranty. The **Sellers** warranty is conditional upon the **Buyer** operating and maintaining the equipment according to the manner prescribed by the **Seller**, without alteration or substitution to the equipment, the **Buyer** providing **Seller** (and others appointed by **Seller**) free and unlimited access to the equipment at all times, and the terms of payment and other contractual obligations of the **Buyer** having been strictly met. Abuse or neglect of a system or its components, lack of proper or prescribed maintenance, or improper use of the equipment will void the warranty. There shall be no warranty provided on used materials or equipment, unless expressly stated herein. Unauthorized work performed by others on **Sellers** equipment will immediately void the warranty. The **Seller** will not pay any expenses for work performed by others upon **Sellers** equipment sold under this Contract unless prior written authorization is given by the **Seller**.

**CHANGES AND/OR ADDITIONS** - Changes and/or additions to the scope of work shall be by Change Order/Supplement, agreed to by **Buyer** and accepted by **Seller** before **Seller** assumes the responsibility for same. Any Change Order/Supplement shall describe work, materials, price adjustment and time extension applicable to the change or addition. Any change and/or addition shall cause **Seller** sufficient additional time to complete the project.

**DELAYS** - In the event that **Sellers** personnel arrive on site to perform work or to start-up a system as planned, and then, for reasons outside of **Sellers** control, this cannot be accomplished, it will be the responsibility of the **Buyer** to pay additional monies for **Sellers** personnel to wait or to return at a time when the work can be performed, whichever the case may be. In case **Sellers** personnel must return to perform the work, this then will be rescheduled by **Seller** within its normal schedule.

**OVERTIME WORK** - The prices are based on work being done during normal working hours. Should overtime work be required and authorized, the overtime premium in effect at the time will be applied.

**Your Single Source Service Provider**



**SUBSTITUTION** - The Seller reserves the right to substitute equipment and/or components which are considered to be of equal or superior quality or performance. In the event such substitutions are made necessary by circumstances beyond Sellers control relative to availability or procurement, Buyer shall be notified.

**PAYMENTS** - Payments are due upon submission, Net 30 days. Interest on deferred balances shall be paid by the Buyer at the highest legal rate per annum from the date of delivery until paid, such interest to be payable along with the deferred balance.

**EVENTS OF DEFAULT** - Buyer is in default upon the happening of any one or more of the following: (a) Failure to make payment when due, or (b) A change hereafter in the present financial conditions, credit-worthiness or ability to pay Seller, or (c) A breach by Buyer of any responsibility of warranty.

**REMEDIES OF DEFAULT** - Upon the happening of one or more events of default, Seller at his option, may exercise or perform one or more of the following remedies: (a) Cease manufacture, fabrication, delivery, installation and performance or any other obligation under this Contract, or (b) Exercise any remedy under the Uniform Commercial Code of the state where the remedy is being exercised, or (c) Exercise any remedy available under the laws of the jurisdiction where such remedy is sought to be exercised, or (d) Take possession of all equipment and work wherever located, or (e) Void all warranties and refuse start-up, or (f) Declare all sums owed immediately payable, or (g) Act as attorney-in-fact for Buyer to take possession of the property wherever located and sell the same at the best price obtainable. All remedies exercised by Seller shall be free and clear of any liability to Buyer and the exercise of one or more of said remedies by Seller shall not eliminate or waive its right to exercise any other legal or equitable remedy it may have.

**CANCELLATION** - This Contract is subject to cancellation by Buyer only upon payment to Seller of reasonable cancellation charges which shall consist of the value of work performed but not paid for, Sellers commitments to material suppliers and/or subcontractors, cancellation charges for the Sellers disruption, cost of demobilization of the site, general and administrative expenses, and anticipated Contract profit. All cancellation costs shall be due and payable immediately upon Sellers consent to cancellation.

**FORCE MAJEURE & DELAYS** - The Seller shall not be liable for any expense, loss or damage suffered by Buyer, directly or indirectly, resulting from any delay or failure to make delivery or complete the work within the time specified of all or any part of the equipment or installation due to Acts of God; war; Acts of Public Enemy; riot; civil commotion; sabotage; Government action or regulation; strikes or other labor trouble or disputes; fire; flood; thefts; accidents; explosions; epidemics; quarantine restrictions; disruption of utility services; embargoes; non-availability of appropriate transportation; transportation delays; material lost in transit; breakdown, damage or destruction in whole or in part of the manufacturing equipment or plant; labor shortages; inability to obtain materials, fuel or supplies for any reason including delays by or default of suppliers or sub-contractors; failure on the part of the Buyer or his representative to approve or comment on drawings or other technical documents within the period of time specified by the Seller; or any other cause, contingency, or circumstance whether similar or dissimilar to those enumerated above, beyond the reasonable control of the Seller which may delay or prevent the Sellers performance. In the event of any delay arising by any of the foregoing events, the work schedule shall be extended by the length of delays occasioned thereby, including delays reasonably incident to the resumption of formal productions.

**CONTINGENCIES** - If, through no fault of the Seller, shipment or erection is abandoned or postponed (and in any such event a delay of more than three (3) months shall constitute an abandonment or postponement), any further obligations of the Seller under this Contract shall terminate. In such event, all sums due to the Seller which have been withheld shall become due and owing. If additional costs are incurred by the Seller on account of any such delay or postponement, the Seller shall be reimbursed for such costs by the Buyer.

If the Buyer requests a change or causes a change in the Sellers planned schedule of engineering, fabrication, shipment of equipment or materials, or erection and such change results in additional expenses to the Seller an equitable adjustment in the price and schedule shall be negotiated and the Contract amended accordingly. If such change involves a suspension or postponement of the work, in addition to any aforementioned adjustment, there shall immediately become due and payable to the Seller an amount of the total Contract price proportional to the total work performed as of the time of such suspense, as it bears to the total Contract requirements.

If, due to delinquent or untimely remittance of invoices or progress payments by the Buyer, Seller is caused to stop work, the additional costs of demobilization and/or remobilization shall be borne by the Buyer as an extra to the Contract price.

It is herein understood and agreed that the equipment, materials and/or components which, in part or in whole, comprise the system shall not become the property of the Buyer in whole until full and complete payment has been received by the Seller in accordance with the terms and conditions of the Contract; and that Seller shall retain the right to remove and reclaim any such equipment, materials and/or components in the event that Buyer defaults on the terms and/or conditions of payment. Further, until complete and satisfactory payment by the Buyer, in accordance with the Contract terms and conditions, the Buyer is not allowed to sell, resell or transfer any of the equipment or materials provided as part of this Contract. The Buyer commits to safeguard and maintain the equipment and materials on behalf of the Seller.

**Your Single Source Service Provider**



**SECURITY AGREEMENT** - Notwithstanding the foregoing, to secure the Seller's rights in the equipment, materials and/or components that comprise the system, in the event that title should pass from Seller to Buyer in whole or in part before Buyer has paid the full contract price for the goods sold (including any costs of installation owed by Buyer to Seller), Buyer hereby acknowledges and grants to Seller a Purchase Money Security Interest in the equipment, materials, and/or components of the system being sold under the Uniform Commercial Code and other applicable laws, agrees that Seller has a purchase money security interest in the system, and agrees to execute one or more UCC-1 or other requested filing statements that may, at Seller's election, be recorded in the jurisdictions where the equipment is manufactured by Seller and where it is delivered to Buyer. Buyer hereby appoints Seller as Buyer's agent to the extent necessary to allow Seller to amend any UCC-1 or other filing statement already executed by Buyer in order to describe more fully the equipment manufactured or provided by Seller for Buyer, including, without limitation, to add identification numbers once they have been assigned and other specifics concerning equipment as it is identified. Buyer expressly agrees that all installation fees and costs are part of the price that is secured.

**LIMITATION OF LIABILITY** - The Seller shall, in no event, be liable for (a) Any consequential, special, or incidental damages of any kind; and/or (b) Any other losses, damages, or injuries sustained by anyone due to the misuse of equipment furnished by the Seller. The Buyer does hereby undertake and agree to save, hold harmless, and indemnify the Seller from (a) any and all claims, deeds or actions, damages or charges and expenses incurred, including attorney's fees arising by reason of the misuse of such equipment; and/or (b) Costs incurred by the Buyer for changes made in the equipment and/or installation, either by the Buyer's own personnel or by the Buyer's contractors, because of alleged malfunction of the installation, or any other reasons, unless the Seller authorized the Buyer in writing to do so, and agreed to defray these expenses; and/or (c) Any secondary damage (work stoppage, delay in production or delivery, etc.), sustained by reasons of outage and/or malfunction of the installation, or by any other reason whatsoever.

Further to, but not detracting from the above, the responsibility of the Seller for any damages ensuing from the equipment and/or services provided shall be limited to the cost of the equipment provided.

The Seller cannot be held liable for the availability or supply of any required installation, use or operating permits or licenses as may be required for the installation and/or operation of the equipment provided, beyond that specifically identified and agreed to as being provided by Seller in the Contract.

**RISK OF LOSS** - The risk of loss or destruction of, or damage to equipment shall be on the Buyer from and after its delivery to any common carrier, or Buyer's own carrier. In the event that said equipment is destroyed or damaged by accident, fire, or any other cause whatever, whether within or without the Buyer's control, Buyer nevertheless shall be liable to Seller for the full unpaid purchase price plus accrued interest. Said equipment shall be insured by the Buyer at its own expense against such loss or damage.

**Your Single Source Service Provider**

Your Single Source Service Provider |



Council Bluffs/Omaha | Sioux City | Kearney | Sturgis | Lincoln | Denver

July 3, 2019

**QUOTE NUMBER: Q1901394**

**HECTOR MARTINEZ**

Rasmussen Mechanical Services  
3100 Nebraska Avenue  
Council Bluffs, Iowa 51501

**JACKIE CARL**

City of Carter Lake  
950 East Locust Street  
Carter Lake, Iowa  
51510

**Proposal**

**Subject: HP Loop System Flushing**

**Jackie Carl,**

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

**Inclusions:**

Remove and clean-out 30 Heat Pump strainers.

Flush entire Heat Pump loop with recommended chemicals(provided by others).

Add Side Stream Filter(provided by others).

Add recommended Corrosion Inhibitor(provided by others).

Verification of operation.

**Exclusions:**

Any and all work not indicated as part of the Inclusions.

Chemicals and Side Stream Filter.

**Clarifications:**

Pricing based on labor to be performed during standard business hours, 7:00 AM to 4:00 PM, M-F.

## Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work for the net sum of:

*Five Thousand Three Hundred Forty Six and 00/100....\$5,346.00*

## Terms and Conditions

- Note: This Proposal is valid for 30 days from date of submission.
- Sales Tax is not included in price.
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any question, please contact me.

Respectfully Submitted,

**Hector Martinez**

*HVAC Service Manager*

**Rasmussen Mechanical Services**

**Phone:**

**Mobile:** +1 4029800402

**Email:** [hector.martinez@rasmech.com](mailto:hector.martinez@rasmech.com)

**Boiler Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls**

**Confidentiality Note:** This Proposal may contain confidential and/or private information. If you received this Proposal in error please delete and notify sender.

**Buyer's Acceptance**

**Approved by Seller**

\_\_\_\_\_  
Authorized Signature for: City of Carter Lake

\_\_\_\_\_  
Rasmussen Mechanical Services

\_\_\_\_\_  
Date of Acceptance

**QUOTE NUMBER: Q1901394**

\_\_\_\_\_  
Date of Acceptance

RESOLUTION NO. \_\_\_\_\_

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

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

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

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

WHEREAS, John and Leone Robine owner of record, requests prior approval for eligibility for tax exemption for the proposed improvements as indicated on the attached application.

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

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

BE IT FURTHER RESOLVED:

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

PASSED AND APPROVED THIS 15<sup>th</sup> DAY OF APRIL 2019.

\_\_\_\_\_  
Ronald Cumberledge, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Stender – City Clerk

EXHIBIT 6

APPLICATION FOR EXEMPTION  
CARTER LAKE URBAN REVITALIZATION AREA

Please Type or Print

APPLICANT (Owner of Record) John P and Leone D Robine

ADDRESS 1218 Willow Drive

Name of other Owners of Record (if any)

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

Address: THE WILLOWS WEST L5 (1218 Willow Drive) CARTER LAKE IA

Legal Description: Parcel # 754416 355024

CURRENT PROPERTY VALUE (from assessor's records):

Land: \$ 9100<sup>00</sup>

Buildings: \$ 0

TYPE OF IMPROVEMENTS (check one):

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

ESTIMATED COST OF IMPROVEMENTS:

\$ 178840<sup>00</sup>

Date Started: 9-17-2018

Date Completed: 4-28-19 (estimated)

TAX EXEMPTION:

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

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

**ACKNOWLEDGEMENTS:**

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

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

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

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

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

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

Signature of Applicant: John Robine Date Signed: 3/2/19

**CITY COUNCIL ACTION:**

\_\_\_\_\_ Approved (Resolution No. \_\_\_\_\_) Date: \_\_\_\_\_

\_\_\_\_\_ Disapproved. Date: \_\_\_\_\_

Reason for Disapproval: \_\_\_\_\_  
\_\_\_\_\_

**COUNTY ASSESSOR ACTION:**

\_\_\_\_\_ Reviewed and Approved Date: \_\_\_\_\_

Assessed valuation of improvements: \$ \_\_\_\_\_

\_\_\_\_\_ Reviewed and Disapproved Date: \_\_\_\_\_

Reason for Disapproval: \_\_\_\_\_  
\_\_\_\_\_

Notification sent to applicant of determination. Date: \_\_\_\_\_

**ATTACHMENT TO EXHIBIT 6**

**A. BUILDER'S COST BREAKDOWN**

ARCHITECT	2900
SURVEY	<del>740</del>
EXCAVATING AND GRADING	2800
MASON	
Material	
Labor	
CONCRETE (BSMT, WALKS, DRIVE)	27,000
ORNAMENTAL	5,000
CARPENTER LABOR, LUMBER, HARDWARE	10,000
PAINTING AND DECORATING	5,000
ROOFING	6,500
HEATING AND AIR CONDITIONING	9,500
PLUMBING (INCLUDING SEWERS)	10,000
TILE	3,500
ELECTRICAL	14,000
INSULATION	4,000
DRY WALL	9,000
GLASS	5,000
BUILDING PERMITS	3,200
INSURANCE	700
CONSTRUCTION LOAN FEE AND INTEREST	
TITLE EXPENSE	
SALE EXPENSE	
ADVERTISING	
MISCELLANEOUS	10,000
OVERHEAD AND PROFIT	30,000
TOTAL BUILDING COST	\$ 158,840
PURCHASE PRICE OF LAND	\$ 20,000
<b>TOTAL (LAND PLUS IMPROVEMENT COST)</b>	<b>\$ 178,840</b>

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

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

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

Subscribed and sworn to before me this 27<sup>th</sup> day of March, 2019.



Notary Public or City Clerk

John P. Reine  
Owner's Name

# RESIDENTIAL BUILDING PERMIT

PERMIT # R-123-18

## CITY OF CARTER LAKE

950 Locust Street  
Carter Lake, IA 51510

DATE: September 7, 2018

EXPIRES: April 2019

PERMISSION IS HEREBY GRANTED TO:

Ridge Construction / John Robine

TO ERECT - ENLARGE - ALTER - A STRUCTURE AT:

1218 Willow Dr.

AS FOLLOWS:

New House 1,415 sq ft

Building Fees

\$ 884.50

Electrical Fees

STATE OF IOWA

Temporary Power

Plumbing Fees

\$ 94.00

Mechanical Fees

\$ 75.00

Dirt Haul Deposit

Postage Fees

Other Fees

Water Meter/Remote

Water Hookup

\$ 250

Sewer Hookup

\$ 600.00

MUD Capital Fac Fees

TOTAL 1,903.50

Check No. 1102

\$ 1,903.50.

9/7/18

LRS.



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.

RESOLUTION NO. \_\_\_\_\_

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Charles Bennett's wages be set at \$10.62 per hour beginning May 30, 2019 and \$11.62 per hour beginning July 1, 2019. Charles has been employed as a part-time parks worker for the Parks Department for five years.

Recommended by: Longevity Pay

Passed and approved this 15th day of July, 2019

\_\_\_\_\_  
Ronald Cumberledge, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Carl, City Clerk

RESOLUTION NO. \_\_\_\_\_

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Linda Tice's wages be set at \$23,283.18 per year beginning July 13, 2019. Linda has been employed as the Senior Center Manager for the Senior Center at the City of Carter Lake for ten years.

Recommended by: Longevity Pay

Passed and approved this 15th day of July, 2019

\_\_\_\_\_  
Ronald Cumberledge - Mayor

ATTEST:

\_\_\_\_\_  
Jackie Carl, City Clerk