

**AGENDA**  
**City of Carter Lake**  
**Regular City Council Meeting**  
**City Hall – 950 Locust St.**  
**Monday, July 20, 2020 AT 7:00 P.M.**

- I. Public Hearing: The City of Carter Lake is preparing an application with the USDA Rural Development for Financial Assistance for repairs and improvements to the municipal sewer system. This hearing is to discuss the proposed project and to provide the opportunity for public comment.
- II. Pledge Of Allegiance
- III. Roll Call
- IV. Approval Of The Agenda
  - A. Additions
  - B. Deletions
- V. Consent Agenda
- VI. New Business
  - A. Approve liquor license for Shoreline (August)
  - B. Approve liquor license for VFW (August)
  - C. Approve waste hauler permit
    1. Waste Management
  - D. MAPA - Grant Anderson regarding CDBG grant
    1. Discussion and/or decision to approve procurement policy related to the administration and implementation of the City of Carter Lake's 2020 CDBG award for sewer improvements.
  - E. Communications From Public
    1. Nate Bradburn block off Hiatt St. on August 15<sup>th</sup>
    2. David Skidler Dog Days at Carter Lake Improvement Club
    3. Kelli Peck
      - a. doggie waste stations and request update on parks
    4. Shirley Weir
      - a. Fireworks; traffic and boats at parks
      - b. definite time for noise ordinance
      - c. letter sent to Mayor, Council and City Attorney
    5. Laurel Hamilton – mosquito spraying
  - F. Communications From
    1. Department Supervisors
    2. Mayor Ron Cumberledge
      - a. Approve CBRE Project Management Services Agreement
    3. Denise Teeple
      - a. A discussion regarding page 30-31, EMPLOYEE EVALUATIONS, of the Employee Handbook.
      - b. Employee Performance Improvement Plan tool
      - c. Employee Evaluation tool
      - d. Job Specification format.
      - e. Application Form for City Board/Commission

- VII. Ordinances and Resolutions
  - A. 3<sup>rd</sup> reading of amendment regarding swimming pools
  - B. 2<sup>nd</sup> reading of amendment to add no parking at 17<sup>th</sup> Street (Willow to Reddick) and R Avenue
  - C. Resolution to approve year end fiscal transfers
  - D. Resolution to approve 2020-21 wage increases
- VIII. Comments Mayor, City Council And Public (3 Minutes)
- IX. Adjourn

**CONSENT AGENDA**

1. City Council Minutes - June
2. Planning Board Minutes - none
3. Board of Adjustments - none
4. Abstract of Claims for Approval – June
5. Receipts for Approval – June
6. Overtime and Comp time reports – June
7. Financial Reports as submitted to the council – June

## Jackie Carl

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**From:** Chief Kannedy  
**Sent:** Thursday, June 25, 2020 8:33 AM  
**To:** Jackie Carl  
**Subject:** RE: Liquor License Renewal Sent

Jackie,

Shoreline Golf has had no violations and have none pending

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**From:** Jackie Carl  
**Sent:** Monday, June 22, 2020 8:34 AM  
**To:** Clerk Assistant <clerk.assistant@carterlake-ia.gov>; Chief Kannedy <chief.kannedy@clpd.carterlake-ia.gov>; Phill Newton <phill.newton@carterlake-ia.gov>  
**Subject:** FW: Liquor License Renewal Sent

Lauri send letter  
Chief and Phill Please handle inspection and background check

**From:** Licensing2, ABD <[licensing2@iowaabd.com](mailto:licensing2@iowaabd.com)> **On Behalf Of** [licensing@iowaabd.com](mailto:licensing@iowaabd.com)  
**Sent:** Sunday, June 21, 2020 1:31 AM  
**To:** Jackie Carl <[jackie.carl@carterlake-ia.gov](mailto:jackie.carl@carterlake-ia.gov)>  
**Cc:** [Licensing@IowaABD.com](mailto:Licensing@IowaABD.com)  
**Subject:** Liquor License Renewal Sent

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

License #	License Status	Expiration Date	Business Name
LC0033384	Renewal Sent	08/29/2020	Shoreline Golf, LLC (210 E Locust Carter Lake Iowa, 51510)

Please do not respond to this email.  
To check the status of your application follow these steps:  
1. Click <https://elicensing.iowaabd.com>  
2. Log in to your eLicensing account  
3. After reading the 'Beginning April 1st' statement, click ok  
4. Click the View Completed Applications link to see your status

## Jackie Carl

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**From:** Chief Kannedy  
**Sent:** Thursday, June 25, 2020 8:32 AM  
**To:** Jackie Carl  
**Subject:** RE: Liquor License Renewal Sent

Jackie,

The VFW have had no violations and have no pending

---

**From:** Jackie Carl  
**Sent:** Monday, June 22, 2020 8:35 AM  
**To:** Clerk Assistant <clerk.assistant@carterlake-ia.gov>; Phill Newton <phill.newton@carterlake-ia.gov>; Chief Kannedy <chief.kannedy@clpd.carterlake-ia.gov>  
**Subject:** FW: Liquor License Renewal Sent

Lauri – Send letter  
Chief and Phil – complete background check and inspection

## Jackie Carl

City Clerk

*City of Carter Lake* | 950 Locust Street | Carter Lake, IA 51510  
Tel (712) 847-0534 | Fax (712) 347-5454 | [www.cityofcarterlake.com](http://www.cityofcarterlake.com)

**From:** Licensing2, ABD <[licensing2@iowaabd.com](mailto:licensing2@iowaabd.com)> **On Behalf Of** [licensing@iowaabd.com](mailto:licensing@iowaabd.com)  
**Sent:** Saturday, June 20, 2020 3:01 AM  
**To:** Jackie Carl <[jackie.carl@carterlake-ia.gov](mailto:jackie.carl@carterlake-ia.gov)>  
**Cc:** [Licensing@IowaABD.com](mailto:Licensing@IowaABD.com)  
**Subject:** Liquor License Renewal Sent

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

License #	License Status	Expiration Date	Business Name
LC0029470	Renewal Sent	08/28/2020	VFW Post 9661 (100 Locust Carter Lake Iowa, 51510-0000)

Please do not respond to this email.  
To check the status of your application follow these steps:  
1. Click <https://elicensing.iowaabd.com>  
2. Log in to your eLicensing account  
3. After reading the 'Beginning April 1st' statement, click ok  
4. Click the View Completed Applications link to see your status



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

**Name:**

Nate Bradburn  
Sara Walker

**Address:**

1002 Hiatt  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:**

712-310-6923

**Meeting Date Requested:**

July 20<sup>th</sup>

Mail request to:

City Clerk

950 Locust Street

Carter Lake, IA 51510

Or Fax to: 712-347-5454

Or Email to:

[Jackie.Carl@carterlake-ia.gov](mailto:Jackie.Carl@carterlake-ia.gov)

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

August 15<sup>th</sup> Block Party Request to  
block off Hiatt Street 9<sup>th</sup> to 12<sup>th</sup>  
during the times 4:00pm to 11:00pm  
going to have a bbq cook off, small band,  
and activities for kids

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

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

**Signature:**

Sara Walker

**Date:**

7-8-2020

**For Office Use Only:**

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

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

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

**Name:** David Stuchler

**Address:** 1206 Dorene Blvd

\_\_\_\_\_

\_\_\_\_\_

**Phone:** 712) 847-4029

**Meeting Date Requested:** July 20th

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

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

Dog Days CLTC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**Signature:** David Stuchler

**Date:** 7/7/20

**For Office Use Only:**

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

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

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

**Name:** Kelli Peck  
**Address:** 1008 Cackelin Dr.  
Carter Lake  
**Phone:** 402-452-7571

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

**Meeting Date Requested:** 7-20-2020

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

Update on parks and going  
forward.

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

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

**Signature:** Kelli Peck **Date:** 7.6.2020

**For Office Use Only:**

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

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

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

**Name:** Kelli Peck

**Address:** 1008 Cachelin Dr.  
Carter Lake

**Phone:** 402-452-7571

**Meeting Date Requested:** 7.20.2020

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

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

Doggie waste stations  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
video link to be sent to Jackie

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

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

**Signature:** Kelli Peck

**Date:** 7.6.2020

**For Office Use Only:**

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

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

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

Name: SHIRLEY Weir.

Address: 1107 CACHELIN, DR.  
CARTER LAKE, IA  
51510

Phone: 712-347-5085

Meeting Date Requested: 7-20-2020

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

Or Fax to: 712-347-5454

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

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

- ① 4TH OF JULY FIRE WORK'S.
- ② TRAFFIC AND BOATS IN PARKS.
- ③ DEFINITE TIME FOR NOISE ORDINANCE.
- ④ LETTER I SENT TO MAYOR, CITY COUNSEL AND MR. BRADOVICH.

Please submit any supporting documents with this application.

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

Signature: \_\_\_\_\_

Date: 7-14-2020

For Office Use Only: \_\_\_\_\_

Date received in Clerk's office: 7-14-20

Received by: LW

**AGREEMENT TO PERFORM  
PROFESSIONAL SERVICES  
FOR THE  
CARTER LAKE COMMUNITY CENTER  
MASTER PLANNING PROJECT  
(BCDM #5347-00)**

Beringer Ciaccio Dennell Mabrey, Inc., a/k/a BCDM Architects, (BCDM) enters into this agreement for professional services with the City of Carter Lake, Iowa, (CLIENT) for the Carter Lake Community Center Master Planning Project located in Carter Lake, Iowa.

**I. BASIC SCOPE OF SERVICES**

BCDM will perform the following Basic Scope of Services:

- A. Gather from CLIENT existing plans and other information for the City Library and Existing Senior Center.
- B. Develop draft space program based upon previous community project completed by BCDM and from information gathered from CLIENT.
- C. Meet with CLIENT to review preliminary program and receive input. Discuss and determine time and location of community input meeting.
- D. Revise preliminary program based on input received from CLIENT.
- E. Based upon revised program, develop concept floor plan and site plan of Community Center.
- F. Meet with CLIENT to review revised program and concept floor plan and site plan of Community Center. Receive input. Finalize agenda for community input meeting.
- G. Assist CLIENT with community input meeting to receive input on concept floor plan and site plan of Community Center.
- H. Meet with CLIENT to review input received at community meeting.
- I. Based upon CLIENT input, revise concept floor plan and site plan.
- J. Develop opinion of probable cost.
- K. Meet with CLIENT to review revised floor plan, site plan and opinion of probable cost. Receive input. Discuss timing of second community meeting to present Master Plan for the Community Center.
- L. Finalize floor plan, site plan and opinion of probable cost.
- M. Assist CLIENT with community input meeting to review Master Plan for Community Center.
- N. Meet with CLIENT to review input received from community meeting and determine if any revisions are required.
- O. Prepare and provide final deliverables to CLIENT. Deliverables will include site plan, floor plan exterior perspective and opinion of probable cost. Deliverables will be in digital format. If CLIENT desires any copies plotted out and mounted on foam-core boards, these will be charged at actual cost plus 15%.

## **II. CLIENT RESPONSIBILITIES**

- A. CLIENT shall designate a representative authorized to act on the CLIENT's behalf with respect to the Project. CLIENT's designated representative shall render decisions in a timely manner pertaining to documents submitted by BCDM in order to avoid unreasonable delay in the orderly and sequential process of BCDM's services.

## **III. FEE AND TIMING**

- A. The above Basic Scope of Services will be performed for the Lump Sum Fee of Twenty-Nine Thousand, Two Hundred Fifty and no/100's Dollars (\$29,250.00).
- B. Reimbursable and Miscellaneous Expenses will be billed in addition to the Basic Services Fee above in accordance with the Rate Schedule (Exhibit 'A') attached hereto.
- C. The above Basic Scope of Services will be performed upon BCDM's receipt of written authorization to proceed (signed copy of this agreement) from the CLIENT.
- D. Any additional services shall be authorized in writing by the CLIENT prior to initiation and compensated in accordance with the attached Rate Schedule (Exhibit 'A'). The CLIENT shall reimburse BCDM for additional expenses accrued.

## **IV. PAYMENT**

- A. Invoices for services performed will be sent monthly. Terms of payment for all work performed under this Agreement shall be net thirty (30) days from date of invoice.
- B. All fees due BCDM will be payable within thirty (30) days of receipt of such invoice showing work completed and the cost of said work. To each statement not paid within thirty (30) days, a service charge of one and one-half percent (1-1/2%) per month will be added to the unpaid balance.

## **V. INDEMNITY AND LIMITATION OF LIABILITY**

- A. The CLIENT agrees, at its own expense, to indemnify and hold harmless BCDM, its successors and assigns and its shareholders, officers, directors, agents and employees, against any and all losses, costs, liabilities, damages and/or expenses brought against BCDM by any third party to the extent based on or arising from the Project or on any claim of breach of this Agreement by BCDM ("Third Party Claims"), excluding Third Party Claims that are the sole fault of BCDM.
- B. Neither CLIENT nor BCDM shall be liable under this agreement, for any indirect, incidental, special, punitive or consequential damages. In no event will the total aggregate liability of BCDM for any claims, losses or damages arising out of this agreement exceed the total amount of fees and other consideration actually received by BCDM under this agreement. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of any other remedies.

## **VI. OWNERSHIP AND USE OF THE MATERIALS**

- A. CLIENT acknowledges and agrees that the drawings, sketches, designs and other documentation (the "Materials") prepared by BCDM for the provision of Services contemplated in this Agreement are instruments of BCDM's Services and are for use solely with respect to this Project and, unless otherwise provided in writing by BCDM, BCDM shall be deemed the author of these Materials and shall retain all rights, title and interest therein. The Materials shall not be used by the CLIENT or others on other projects, for additions to this Project or for completion of this Project by others without permission from BCDM. Any unauthorized use of the Materials shall be at the CLIENT's sole risk and without liability to BCDM and BCDM's consultants.

**VII. TERMINATION**

- A. This Agreement may be terminated upon ten (10) days written notice by either party. In the event of termination, the CLIENT will pay BCDM due compensation as specified herein for services performed up to the termination date including reimbursable expenses.

**VIII. DISPUTE RESOLUTION**

- A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.
- B. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**IX. APPLICABLE LAW**

- A. The parties shall comply with and apply Nebraska law, without reference to the conflicts of laws provisions thereof, in the performance and interpretation of this agreement.

CITY OF CARTER LAKE  
 950 Locust Street  
 Carter Lake, Iowa 51510  
 (712) 347-6535

BERINGER CIACCIO DENNELL MABREY INC.  
 1015 North 98<sup>th</sup> Street, Suite 300  
 Omaha, Nebraska 68114  
 (402) 391-2211 (402) 391-8721 Fax

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Printed Name / Title

Kevin G. Strenle, Principal

5/1/19

**BCDM Architects  
2019 RATE SCHEDULE**

**ADDITIONAL SERVICES - HOURLY RATES & CLASSIFICATIONS**

Senior Principal .....	\$275/Hr.
Principal .....	\$200/Hr.
Senior Project Manager .....	\$155/Hr.
Project Manager .....	\$125/Hr.
Project Architect .....	\$100/Hr.
Architect-In-Training .....	\$90/Hr.
Contract Administrator/Construction Manager .....	\$105/Hr.
Engineer-In-Training .....	\$90/Hr.
Interior Designer .....	\$90/Hr.
Administrative Staff .....	\$72/Hr.
Intern Architect or Engineer .....	\$55/Hr.

**REIMBURSABLE & MISCELLANEOUS EXPENSES**

- A. **CONSULTANTS:** Additional services provided by civil, structural, mechanical, and electrical engineering and/or other consultants will be charged at actual cost plus 15%.
- B. **AUTOMOBILE TRANSPORTATION:** Local automobile transportation is included in Miscellaneous Expenses (see below). Out-of-town automobile transportation in connection with the project, authorized by CLIENT, will be charged at the current IRS standard mileage rate of fifty-eight cents (\$.58) per mile plus 15%.
- C. **COMMERCIAL TRAVEL AND SUBSISTENCE:** Airline travel, auto rentals, living expenses, and other similar direct expenses in connection with out-of-town travel, authorized by CLIENT, will be charged at actual cost plus 15%.
- D. **FILING FEES AND OTHER COSTS ADVANCED:** All filing or permit fees and other similar costs that are paid by BCDM will be charged at actual cost plus 15%.
- E. **REPRODUCTION OF DOCUMENTS:** Reproduction of documents will be charged at actual cost plus 15%.
- F. **MISCELLANEOUS EXPENSES:** All miscellaneous expenses in connection with the Project will be charged at a rate of Three Percent (3%) of the Basic Services Fee. Miscellaneous expenses include: Local automobile mileage, miscellaneous reproductions (i.e. plotting, photocopies, photographic reproductions, and all minor printing and materials); support materials (i.e. photographs, model supplies, professional rendering supplies, etc.) other than normal office supplies; and long-distance phone charges, postage charges and express mail/shipping charges.

The rates and multiples set forth above may be annually adjusted in accordance with normal salary review practices.

# Certification of Compliance CDBG Procurement Standards

CDBG Applicant/Recipient: \_\_\_\_\_

Application year: \_\_\_\_\_

## 2 CFR 200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals **must** be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

I certify that I am the chief elected official and that the community listed above did not violate the above competition statute when competitively procuring engineering or administrative services as part of the potential CDBG award.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## CONTRACT COVER PLATE

### CONTRACT IDENTIFICATION

1. Contract Number: City of Carter Lake, Iowa 21CRTL01
2. Project Number and Title: City of Carter Lake, Iowa Sanitary Sewer Improvements
3. Effective Date: July 1, 2020
4. Completion Date: May 1, 2023

### CONTRACT PARTIES

5. Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, NE 68102
6. City of Carter Lake  
950 E. Locust Street  
Carter Lake, IA 51510

### ACCOUNTING DATA

7. Contract - \$30,000

### DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of Legal Review -
9. Date of MAPA Board Approval -
10. Date of City of Carter Lake Approval -

## AGREEMENT

THIS CONTRACT, entered into as of this twenty-third day of July, 2020 by and between the City of Carter Lake, Iowa, 950 E. Locust Street, Carter Lake, IA 51510 (herein called the "City ") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH THAT:

WHEREAS, the City desires to engage the Planning Agency to render certain technical and professional services, hereafter described by the City of Carter Lake, in carrying out the Scope of Services of a Community Development Block Grant Agreement Number 20-WS-018.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Planning Agency. The City hereby agrees to engage the Planning Agency and the Planning Agency hereby agrees to perform services herein set forth.
2. Area Covered. The Planning Agency shall perform all of the necessary services provided under this Contract in connection with and respecting the following area, herein called the "planning area": Carter Lake, IA.
3. Scope of Services. The Planning Agency shall do, perform and carry out in a satisfactory and proper manner, all of the services as stated. Said services shall include, but not be limited to the following:
  - A. Objective. The objective of this program is to perform all necessary grant planning assistance services required to carry out Iowa Community Development Block Grant Number 20-WS-018 in Carter Lake, IA.
  - B. Work Activity. The Planning Agency will provide and perform the necessary services required to carry out grant administrations as set out in Attachment A, Scope of Services.
4. Personnel. The Planning Agency shall furnish the necessary personnel, materials and services, equipment and transportation and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Services herein.

All of the services required hereunder shall be performed by the Planning Agency or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized by the Planning Agency to perform such services.

None of the work or services covered by this Contract shall be subcontracted by the Planning Agency without prior written approval by the City.

5. Time of Performance. The services of the Planning Agency are to commence July 1, 2020 and end May 1, 2023.
6. Compensation. The City agrees to compensate the Planning Agency for professional services rendered in an amount not to **exceed ten thousand dollars (\$30,000)**.

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

- A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.
  - a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not

allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Planning Agency's accounting books of record.

- b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

- B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items should follow federal funding procurement process. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

A non-labor cost charged as a direct cost cannot be included in the Planning Agency's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

- 7. Method of Payment. The Planning Agency may request partial payment for services performed under this Contract on a monthly or quarterly schedule. Such requests shall be based on the actual cost of work completed to date of such requests. Final payment of services under this contract shall be made by the City within sixty (60) days following satisfactory completion of the Planning Agency's obligations under this Contract.

- 8. Records and Audits. The Planning Agency shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City, any representative of the Secretary of U.S. DHUD, the Inspector General, the Government Accounting Office, the State Auditor's Office, the Iowa Economic Development Authority, or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the City.

9. Civil Rights Provisions.

- A. Discrimination in Employment - MAPA shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. MAPA shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. MAPA agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.
- B. Considerations for Employment - MAPA shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

Solicitation and Advertisement - MAPA shall list all suitable employment openings with the State Employment Service local offices.

- C. Civil Rights Compliance in Employment - MAPA shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order #15 dated April 2, 1973 and Executive Order #34 dated July 22, 1988, Federal Executive Order 11246, as amended by Federal Executive Order 11375, Title VII of the U.S. Civil Rights Act of 1964, as amended, the Fair Labor Standards Act (29 U.S.C. Section 201 et. seq.), Section 504 of the Vocational Rehabilitation Act of 1973 as amended, the Age Discrimination Act of 1975, as amended; and the Americans with Disabilities Act, as applicable, (P.L. 101-336,42 U.S.C. 12101-12213). MAPA will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.
- D. Program Nondiscrimination - MAPA shall conform to requirements of Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d et seq.) and DHUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Vocational Rehabilitation Act of 1973 as amended, (29 U.S.C. Section 794) shall also apply to any such program or activity.
- E. Fair Housing - MAPA (if applicable) shall comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284 42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with DHUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. MAPA shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- F. Training and Employment - MAPA shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).
- G. Noncompliance with the Civil Rights Laws - In the event of MAPA's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations, or requests, this contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965, as amended, (Chapter 601A, Code of Iowa, 1981) as heretofore and hereafter amended, or as otherwise provided by law.
10. Termination of Contract for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Planning Agency shall, at the option of the City, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
11. Termination for Convenience of the City. The City may terminate this Contract at any time by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 10 above shall, at the option of the City, become its property. If the contract is terminated by the City as provided herein, the Planning Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Planning Agency covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty (60%) percent of the services covered by this Contract have been performed

upon the effective date of such termination, the Planning Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Planning Agency during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Planning Agency, Paragraph 10 hereof relative to termination shall apply.

12. Changes. The City may, from time to time, require changes in the scope of the services of the Planning Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Planning Agency's compensation, which are mutually agreed upon by and between the City and the Planning Agency, shall be incorporated in written amendments to this Contract.
13. Interest of Members of the City and Others. No employee of the City and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
14. Interest of the Planning Agency. The Planning Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Planning Agency further covenants that in the performance of this Contract no person having any such interest shall be employed.
15. The Planning Agency hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the work and to this Agreement.
16. This Agreement shall be binding on successors and assigns of either party.
17. The Planning Agency warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Planning Agency to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Planning Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the City shall have the right to annul this Contract without liability.
18. Equal Employment Opportunity. During the performance of this contract, the Planning Agency agrees as follows:
  - A. The Planning Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Planning Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - B. The Planning Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Planning Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - C. The Planning Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative

of the Planning Agency's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Planning Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Planning Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Planning Agency's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Planning Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Planning Agency will include the provisions of Paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Planning Agency will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Planning Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Planning Agency may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF the City and the Planning Agency have executed this Contract as of the date first above written.

CITY OF CARTER LAKE, IOWA

Attest \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Printed Name

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

Attest \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
Doug Kindig, Chairman, Board of Directors

\_\_\_\_\_  
Printed Name Title

Approved as to Legal Form

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
MAPA Legal Counsel

## ATTACHMENT A

### SCOPE OF SERVICES

The Metropolitan Area Planning Agency (MAPA) shall assist in compliance with requirements set forth by the Iowa Economic Development Authority (IEDA), maintenance of required records and documents; and other required actions not specifically listed, but requested by the local government, including, but not limited to the following activities:

#### I. GENERAL ACTIVITIES

##### A. Grant Notification

1. Be responsible for knowing and complying with IEDA regulations in the writing of the program schedule and any other submission to IEDA before contract signing
2. Set up a model for the program schedule assuring compliance time and monetary limitations of grant contract
3. Submit program schedule within the timeframe set up by IEDA
4. Meet with grantee to review and assure understanding of terms and conditions of the contract with IEDA

##### B. Environmental Review

1. Assist in finding of Exemption or Environmental Assessment/Level of Clearance Finding
2. Complete and document historic properties procedures as applicable
3. Assist in the publishing of early notice and, if applicable, notice of explanation concerning floodplains or wetlands
4. Assist in publishing Notice of Finding or No Significant Effect
5. Assist in publishing Notice of Intent to Request a Release of Funds
6. Assist in submitting Certification of Environmental Review and Request for Release of Funds

##### C. Program Set-Up

1. Prepare and forward press releases and/or stories concerning the grant
2. Prepare Code of Conduct and resolution
3. Prepare written procurement procedures and resolution
4. Maintain and promote performance standards in minority participation, services to low/moderate incomes, etc. that will help the grantee secure future grants
5. Assure environmental compliance for all phases of grant
6. Set up filing system including the following files:
  - a. Application Process
  - b. Environmental Review
  - c. IEDA Contract
  - d. MAPA Contract
  - e. Financial Management
  - f. Local Effort
  - g. Civil Rights
  - h. Labor Standards
  - i. Engineering
  - j. Acquisition
  - k. Project Files
  - l. Annual Audit Reports
  - m. Project Monitoring
  - n. Procurement
  - o. Grant Closeout
  - p. General Correspondence

D. Project Amendments (as needed)

1. Identify problem with Grantee.
2. Public hearing- prepare notices and attend hearing
3. Gather information
4. Write amendment - prepare for grantee approval
5. Conference with IEDA if necessary
6. Approval and implementation
7. Revise financial and compliance records

E. Record Keeping

1. Assist in setting up books for grant funds
2. Assist in setting up filing system for program information maintenance
3. Maintain and monitor records
4. Assist in executing budget amendments
5. Assist in preparing drawdown forms, authorizing and making disbursements
6. Assist in meeting with IEDA officials during site visits
7. Prepare and present program reports to the grantee at least quarterly
8. Prepare and present monthly expenditure reports and quarterly performance reports for IEDA

F. Program Close-out

1. Assist the grantee in selection of an auditor for the program
2. Assist auditor by providing all available information for financial and compliance audit
3. Assist in submission of audit to IEDA
4. Provide assistance to grantee in answering audit findings, if any
5. Assist grantee in providing proof of expenditure of unaudited funds, if any
6. Assist in preparation of close-out report

G. Other State and Federal Programs

1. Will assist the grantee in acquiring or administering other state or federal programs, which are needed or desired to match IEDA CDBG funds

II. PROGRAM ADMINISTRATION

A. Files

1. Shall review files regularly and shall assist in insuring appropriate information is contained in each
2. Shall be located in the office of the Clerk and will remain the property of the grantee

The above outline is generally specific, but some areas may have more detailed requirements implied, but not listed.

MAPA will assist the grantee with these requirements if requests are made by the Chief Executive or governing body of the grantee.

The grantee may request assistance from MAPA that is not specifically designated upon agreement of both parties.

# **CITY OF CARTER LAKE PROCUREMENT POLICY**

## **PURPOSE**

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

## **APPLICATION**

This policy applies to the procurement of all supplies, equipment, construction and services of and for the City of Carter Lake, Iowa (herein called "Carter Lake") related to the implementation and administration of the Community Development Block Grant. All procurement will be done in accordance with 2 CFR Part 200 and Appendix II to Part 200.

## **POLICY**

### **GENERAL PROCUREMENT PRACTICES**

Carter Lake will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary or duplicative items; encourage procurement or use of shared goods and services; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting and use good administrative judgment to settle all contractual and administrative issues.

### **COMPETITION**

Carter Lake will provide full and open competition; prohibit use of state or local geographical preferences; develop written procedures for procurement transactions to ensure competition is not restricted; and ensure that pre-qualified lists are current.

### **METHODS OF PROCUREMENT**

Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

1. Micro-purchase includes the acquisition of supplies or services that do not exceed \$3,000 (or \$2,000 for acquisitions for construction subject to Davis-Bacon Act)
2. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies or other property, costing in the aggregate not more than \$150,000. If small purchase procedures are used for procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources to determine the most advantageous provider.
3. In sealed bids (formal advertising), sealed bids are publicly solicited and a firm- fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming

with all of the material terms and conditions of the invitation for bids, is lowest in price. The sealed bids method is the required method for procuring construction.

- a. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:
    - i. A complete, adequate and realistic specification or purchase description;
    - ii. Two or more responsible suppliers are willing and able to compete effectively for Carter Lake's business; and
    - iii. The procurement lends itself to a firm-fixed-price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.
  - b. When sealed bids are used for a procurement under a grant, the following requirements apply:
    - i. A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.
    - ii. The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
    - iii. All bids shall be opened publicly at the time and place stated in the invitation for bids.
    - iv. A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specifications in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of Carter Lake indicates that such discounts are generally taken.
    - v. Any or all bids may be rejected when there are sound documented business reasons in the best interest of the program.
4. Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. In competitive negotiation, proposals are requested from a number of sources and the Request for Proposal is publicized. Negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed-price or cost-reimbursement type contract is awarded, as appropriate. Competitive negotiation may be used if conditions are not appropriate for the use of formal advertising. If competitive negotiation is used for procurement under a grant, the following requirements shall apply:
- i. Request for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extend practical.
  - ii. Requests for Proposals shall be solicited from an adequate number of qualified

sources.

- iii. Carter Lake shall have a method for conducting evaluations of the proposals received and for selecting awardees.
  - iv. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.
  - v. Carter Lake should use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g. administration professional services) even though A/E firms are a potential source to perform the proposed effort.
5. Noncompetitive proposals negotiation is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is infeasible under small purchase, sealed bids (formal advertising) or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:
- a. The item is available from only a single source;
  - b. After solicitation of a number of sources, competition is determined inadequate;
  - c. A public emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation; and,
  - d. The awarding agency, (IEDA) authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the Iowa Economic Development Authority).
6. Carter Lake will provide, to the greatest extent possible, that contracts be awarded to small Qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources. Any other method of procurement must have prior approval of the Iowa Department of Economic Development.
7. Any other method of procurement must have prior approval of the Iowa Economic Development Authority.

## RECYCLED MATERIALS

Carter Lake will procure items with the highest percentage of recycled materials practical.

## CONTRACT PRICING

1. The cost plus a percentage of cost and percentage of construction cost method of contracting shall

**not** be used.

2. Carter Lake shall perform some form of cost/price analysis for every procurement action, including modifications or change orders.

#### PROCUREMENT RECORDS

Carter Lake shall maintain records sufficient to detail the significant listing of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. Carter Lake shall make technical specifications and procurement documents available for review upon request.

#### BONDING REQUIREMENTS

Bond requirements for construction or facility improvement contracts must meet the federal minimum requirements or receive a determination that the federal interest is adequately protected.

#### EFFECTIVE DATE

Passed and adopted this \_\_\_\_\_ day of July, 2020.

Attest:

\_\_\_\_\_  
Honorable Ron Cumberledge, Mayor

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

## **EMPLOYEE EVALUATIONS**

Every Department Head is required to evaluate the performance of each new employee as close to their ninetieth day of employment as possible and annually thereafter on an approved evaluation form. The Department Head must review the evaluation with the employee and the form must be completed and signed by both the supervisor and the employee. The supervisor will forward the completed form to the City Clerk for inclusion in the employee's personnel file

Adopted September 19, 2005 – Amended 11/21/05, 10/16/06, 5/19/08, 11/16/09, 6/21/10, 12/30/13

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and/or for further action if necessary. Every Department Head is required to evaluate the performance of each of their employees on an annual basis to coincide with budget negotiations. Supervisors and Department Heads are required to be evaluated in the same manner by the full City Council or a subcommittee of the City Council. Department Heads may add items to the evaluation forms to fit the work in their department, but the Mayor and/or City Council must approve the form before they can be used. If an employee disagrees with his or her evaluation, a grievance may be filed in accordance with the grievance policy. This policy applies to all employees of the City.

ORDINANCE # \_\_\_\_\_

**SWIMMING POOL REGULATIONS**

SECTION 31

**SWIMMING POOL REGULATIONS**

**3101 Definitions.**

~~Permanent Swimming pool: any artificial basin of water, intended for swimming, recreational bathing or wading, which remains in place or otherwise not removed throughout the year. Additionally, any swimming pool located on a property before May 1 and/or after October 1 of any year shall be considered a permanent swimming pool.~~

~~Swimming pool: any structure intended for swimming, recreational bathing or wading that contains water over twenty-four (24) inches deep.~~

~~Temporary swimming pool: all swimming pools that do not meet the criteria as “permanent” shall be considered temporary.~~

Portable wading pool: any temporary artificial basin of water intended for recreational bathing or wading that contains water at a depth of eighteen (18) inches to twenty-four (24) inches.

**3102 Permit.**

No person shall construct, enlarge, alter, or otherwise improve a swimming pool that contains water over 24 inches deep, whether temporary or permanent, without first obtaining a permit as required by the City’s Unified Land Development Ordinance, or maintain such pool contrary to the provisions of this Section. Permanent swimming pools shall obtain a one-time permit, unless alterations or modifications occur which shall require the submission for a new permit.

Permit fees, as set by City Council resolution shall be as follows:

- ~~• Temporary swimming pools (no permit required)~~
- Permanent pools \$30.00
- Portable wading pools (no permit required)

**3103 Enclosure.**

Enclosure of pools shall be as described below.  
An outdoor ~~permanent~~ swimming pool shall have a barrier as described below.

All permanent pools with a depth of eighteen (18) inches or greater, shall be completely surrounded by a barrier, fence or solid structure (house or garage wall) and shall have no opening, other than doors or gates, except as listed in 1 & 2 below.

- Minimum of six (6) foot high barrier, fence or solid structure is required for all permanently installed pools (In-ground, partially in the ground, or above-ground and all others, capable of holding water greater than forty-two (42) inches).
- Minimum forty-two (42) inches high barrier, fence or solid structure is required for all other pools capable of holding water from eighteen (18) to forty-two (42) inches in depth.
- Such barrier fence, solid structure or wall shall be constructed of sufficiently strong materials and of such structural design as to make the pool inaccessible to small children:
  1. The barrier, fence or other solid structure shall have no openings of more than four (4) inches.
  2. All gates or doors shall:
    - Be equipped with a self-closing, self-latching and lockable door or gate securely closed at all times when not in actual use.
    - Have all latches or locking devices on doors and gates not less than forty-two inches above the adjoining walls, steps, or ground.
    - At all times, when the pool is “unattended”, such gates, doors, steps, ladders, ramp or other vehicles affording access to the pool shall be secured against unauthorized access. “Unattended” means the absence of an adult person in the outdoor swimming pool or within constant eyesight of said pool and no more than twenty (20) feet therefrom.
  3. Barriers may include not only fences, walls, or solid streamline, but may also include decks, the pool structure itself and above-ground fencing that is specifically attached to pools as designed by the manufacturers of pools. However, barriers shall not include items that are unsightly, subject to usually fast wear and tear or otherwise made of materials not designed for use around outdoor swimming pools.

**3104 Location and Distance from Property Line.**

- No part of a swimming pool, ~~whether temporary or permanent~~, or its related structure shall be constructed with seven (7) feet of a property line, other wall, fence or other structure which can be readily climbed by children.
- ~~Temporary or permanent~~ pools shall be located only in rear or side yards and shall not be located in front yards.

**3105 Inspection.**

Persons maintaining a swimming pool pursuant to this chapter shall be deemed to consent to periodic inspections of same for compliance with this and other chapters in this Code of Ordinances at reasonable times by City employees.

**3106 Enforcement.**

This requirement shall be applicable to all new swimming pools hereafter constructed, other than indoor pools, and shall apply to all existing pools which have a minimum depth of eighteen (18) inches of water. No person in possession of land within the City, either as owner, purchaser, lessee, tenant or licensee, on which is situated a swimming pool having a having a minimum depth of eighteen (18) inches, shall fail to provide and maintain such barrier fence or wall as provided in this section.

PASSED AND APPROVED \_\_\_\_\_, 2020

\_\_\_\_\_  
Ronald Cumberledge – Mayor

Attest:

\_\_\_\_\_  
Jackie Carl – City Clerk

FIRST CONSIDERATION: May 18, 2020

SECOND CONSIDERATION: \_\_\_\_\_

THIRD CONSIDERATION: \_\_\_\_\_

The undersigned as City Clerk of Carter Lake, Iowa does hereby certify that on \_\_\_\_\_, 2020, I posted true and exact copies of the foregoing ordinance in four public places to wit: City Hall, American National Bank and Owen Memorial Library all within the limits of the City of Carter Lake, Iowa.

\_\_\_\_\_  
Jackie Carl – City Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARTER LAKE, IOWA, 2013 BY ADDING A NEW SUB SECTION DESIGNATING A NO PARKING ZONE ON 17<sup>th</sup> STREET, WILLOW AND AVENUE R**

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

**Section 1. NEW SUB SECTION.** The Code of Ordinances of the City of Carter Lake, Iowa, 2013, is amended by adding a new Sub Section 69.08 (25), entitled NO PARKING ZONES, which is hereby adopted to read as follows:

**69.08 NO PARKING ZONES.**

26. 17<sup>th</sup> Street, on the west side from Redick Blvd to Willow Drive and north side of Willow Drive from Dorene Blvd to 17<sup>th</sup> Street.

27. Avenue R, on both sides, from 8<sup>th</sup> Street to 9<sup>th</sup> Street.

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

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

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

PASSED AND APPROVED by the Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

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

FIRST CONSIDERATION: \_\_\_\_\_

SECOND CONSIDERATION: \_\_\_\_\_

THIRD CONSIDERATION: \_\_\_\_\_

The undersigned as City Clerk of Carter Lake, Iowa does hereby certify that on \_\_\_\_\_, 2020, I posted true and exact copies of the foregoing ordinance in four public places to wit: City Hall, Carter Lake Senior Citizens' Center, Peoples National Bank and Owen Memorial Library all within the limits of the City of Carter Lake, Iowa.

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

**07-01-2020 TO 06-30-2021 PROPOSED WAGES (updated 07/16/2020)**

<b>POSITION</b>	<b>NAME</b>	<b>HOURLY</b>	<b>TOTAL WAGE</b>		
<b><u>POLICE</u></b>					
Police Aide	Bennett, B	16.60	34,528.00	\$ 1.00	2,080.00
Chief of Police	Kannedy, S.		82,256.72	4.00%	3,163.72
Captain	Driscoll, J.	31.78	66,107.39	4.00%	2,542.59
Sergeant	Gonsior, R.	30.27	62,970.75	4.00%	2,421.95
Sergeant	Chamber, G	30.27	62,970.75	4.00%	2,421.95
Officer	Owens, M.	26.33	54,772.22	4.00%	2,106.62
Officer	Swinarski, A	26.33	54,772.22	4.00%	5,913.02
Officer	Marcos, M	24.43	50,813.57	4.00%	1,954.37
Officer	Sewing, M	24.43	50,813.57	4.00%	1,954.37
Officer	Huscroft	24.43	50,813.57	4.00%	1,954.37
Officer	Dargy, N	24.43	50,814.40	4.00%	6,780.80
<b><u>FIRE DEPT</u></b>					
Coordinator	Newton, P.	23.16	48,174.46	4.00%	1,852.86
<b><u>ANIMAL CONTROL</u></b>					
Animal Control	Walton, T	14.94	<b>11,649.30</b>	3.00%	339.30
<b><u>LIBRARY</u></b>					
Library Director	Hawkins, T.	24.00	49,921.25	2.00%	978.85
Assit Library Coord.	Hawkins, G.	18.00	37,440.00	\$ 1.00	2,080.00
<b><u>MAINTENANCE</u></b>					
<b>Open position</b>			45,000.00		
Supervisor	Sheard, L.	28.78	44,896.80	2.00%	863.80
Maint. Worker	Smith, R.	17.64	36,691.20	\$ 1.00	2,080.00
Maint. Worker					
Maint. Worker	Krug, B.	15.83	32,926.40	\$ 1.00	2,080.00
Maint. Worker	McCloud, R	17.00	35,360.00	\$ 1.00	2,080.00
Deputy City Clerk	Ruehle, L.	29.74	30,929.60	\$ 1.00	1,040.00
<b><u>PARKS</u></b>					
Parks Director	Krawczyk, D.	14.71	23,536.00	2.00%	464.00
Park Worker	Murray, M.	23.00	47,840.00	\$ 1.00	2,080.00
Park Worker	Fisher, R.	18.00	37,440.00	\$ 1.00	2,080.00
Seasonal Parks	Bennett, C	12.06	14,472.00	\$ 1.00	
<b><u>SENIOR CTR</u></b>					
Manager	Tice, L		23,748.92	2.00%	465.74
Driver	Conner, R	13.12	16,373.76	\$ 1.00	1,248.00
Driver	McKillip, J	13.12	6,822.40	\$ 1.00	640.40
Kitchen/Driver	Hawkins, J	13.00	12,168.00	\$ 1.00	
<b>BLDG INSPECTOR</b>	Sheard, L	29.07	<b>15,116.40</b>	3.00%	438.90
<b><u>ADMIN</u></b>					
City Clerk	Carl, J.		62,800.85	2.00%	1,231.39
Deputy Clerk	Ruehle, L.	29.74	30,929.60	\$ 1.00	1,040.00
Clerk's Assistant	Wilhite, L.	17.00	35,360.00	\$ 1.00	2,080.00

CARTER LAKE CITY COUNCIL MEETING  
MONDAY, JUNE 15, 2020

Meeting called to order by Mayor Ron Cumberledge at 7:00 p.m. The meeting opened with the Pledge of Allegiance. The Mayor called the roll of the council, present: Jackie Wahl, Jason Gundersen, Pat Paterson, Denise Teeple, Keebie Kessler and city attorney Mike O'Bradovich are present.

The Agenda was reviewed, upon motion duly made by Gundersen, and seconded by Wahl, the agenda was approved; the motion was passed unanimously. Upon motion of Teeple, seconded by Gundersen, the consent agenda was approved, motion was approved unanimously. Kessler moved to approve liquor license for JumpStart seconded by Gundersen; Teeple moved to approve liquor license for Jonesy's seconded by Kessler; both motions approved unanimously. Gundersen moved to approve tobacco permits for Casey's General Store, Kwik Shop, JumpStart, Dollar General, Saries Lounge and Shoreline Golf Course, seconded by Wahl, the motion was passed unanimously.

Communication from the public: Resident Shirley Weir has complained repeatedly about neighbor's puppy and wants to see more done to make the owners remedy the problem. Puppy owners Tia and Jon West spoke and explained their side of events and will try to be good neighbors. Trista Vodicka request to block off street July 4 from 2-11 p.m. Kessler moved to approve, seconded by Paterson; the motion was passed unanimously. Risa Putnam request to block off street July 4 from 11am-11pm Kessler moved to approve, seconded by Gundersen; the motion was passed unanimously.

Chief Kannedy provided facts to the council regarding several incidents at the parks this past weekend. Most of which were blown out of proportion by social media. Many citizens were present to voice various concerns and suggest multiple ideas to help make the parks safer and less congested during busy summer weekends. The council agreed that additional security and control is needed to reduce conflicts, number of vehicles and number of guests at the beach. Paterson moved to approve 2 officers at Wavecrest Park and 1 at Mabrey Park. Hours of operation and number of patrons can be controlled by police chief. Additional officers on Friday, Saturday and Sunday during peak hours of use. Implemented by Chief once he can get scheduling worked out; seconded by Kessler; the motion was passed unanimously.

Mayor Cumberledge updated the council that the city has been granted a \$600,000 grant through the CDBG program. The clerk is working on securing additional funding options through USDA Rural Development or Iowa State Revolving Fund. Council will need a special meeting to make some decisions in the future.

Mayor announced that CBRE has been selected as the Project Manager for the Community Center Committee project.

Paterson asked the City Attorney who is responsible for the seawall at the golf course? The Attorney agreed that the lease holder, the golf course is required to maintain the grounds, not the city.

Kessler announced that the committee and city council agreed to cancel 2020 community day due to concerns regarding social distancing and public safety.

Kessler also moved to approve contract with Mosquito Control of Iowa for \$16,000, seconded by Teeple; Teeple; Kessler, Gundersen, Teeple and Wahl approved; Paterson voted NO; motion approved

Gundersen moved to approve the 2<sup>nd</sup> reading of amendment to the pool ordinance, seconded by Teeple; Kessler, Gundersen, Teeple and Wahl approved; Paterson abstained from voting.

Kessler moved to approve 1<sup>st</sup> reading of ordinance to add no parking regulations on R

Avenue, and on 17<sup>th</sup> street from Willow Drive to Redick, seconded by Wahl; the motion was passed unanimously.

Gundersen moved to approve transferring \$250,000 from the casino fund to the general fund to be used for the operations budget of the Fire and Police departments; seconded by Kessler; the motion was passed unanimously.

At 8:40 p.m. Gundersen moved to adjourn, seconded by Paterson; motion was approve unanimously.

Jackie Carl  
Carter Lake City Clerk

Ron Cumberledge  
Mayor

## OVERTIME AND COMPTIME REPORT

June 12, 2020

<u>MAINTENANCE OVERTIME</u>	<u>HOURS</u>	<u>AMOUNTS</u>
BRIAN KRUG		
06/04/20	1/2	11.12
06/10/20      Lindwood water issue	2	44.49
	<u>2 1/2</u>	<u>\$ 55.61</u>
BOB MCCLOUD		
06/03/20	1/4	\$ 6.00
<b>TOTAL MAINT OVERTIME:</b>	<b>2 3/4</b>	<b>\$ 61.61</b>
<u>POLICE OVERTIME</u>	<u>HOURS</u>	<u>AMOUNTS</u>
NICK DARGY		
06/04/20	1/4	8.81
06/06/20      Protests	3	105.71
	<u>3 1/4</u>	<u>\$ 114.51</u>
JACOB HUSCROFT		
06/08/20      OWI	1 3/4	\$ 61.66
MATT OWENS		
06/06/20      Protests	3	113.94
5/30 to 6/12    1/2 hr x 6 days / Dog Maintenance	3	113.94
	<u>6</u>	<u>\$ 227.88</u>
ADAM SWINARSKI		
05/31/20      Protests	6	227.88
06/01/20      Late call	1/4	9.50
06/06/20      Protests	2	75.96
	<u>8 1/4</u>	<u>\$ 313.34</u>
<b>TOTAL POLICE OVERTIME:</b>	<b>19 1/4</b>	<b>\$ 717.39</b>
<u>PARKS DEPT OVERTIME</u>	<u>HOURS</u>	<u>AMOUNTS</u>
RONNIE FISHER		
06/07/20	2 1/4	\$ 57.38
MARK MURRAY		
06/02/20	1/4	\$ 8.25
<b>TOTAL PARKS OVERTIME:</b>	<b>2 1/2</b>	<b>\$ 65.63</b>
<b>TOTAL ALL OVERTIME:</b>	<b>24 1/2</b>	<b>\$ 844.63</b>

<u>COMPTIME EARNED:</u>	<u>OT HOURS</u>	<u>COMP HRS</u>
GARY CHAMBERS		
05/31/20	1/4	1/2
06/06/20	3	4 1/2
	<u>3 1/4</u>	<u>5</u>
JOSH DRISCOLL		
05/31/20      Cover shift	1 1/2	2 1/4
06/05/20      Cover shift	5 1/2	8 1/4
06/06/20      Cover shift	3 1/2	5 1/4
	<u>10 1/2</u>	<u>15 3/4</u>
JACOB HUSCROFT		
06/06/20      Protests	3	4 1/2
MARCOS MARQUEZ		
05/31/20      Cover shift	6	9
06/06/20      Protests	4	6
	<u>10</u>	<u>15</u>
MATTHEW SEWING		
06/01/20      Protests	5	7 1/2
06/06/20      Protests	3	4 1/2
06/12/20      OWI	2	3
	<u>10</u>	<u>15</u>
<b>TOTAL COMPTIME EARNED:</b>	<b>36 3/4</b>	<b>55 1/4</b>

**OVERTIME AND COMPTIME REPORT**

June 12, 2020

<b><u>COMPTIME USED:</u></b>	<b><u>HOURS</u></b>
RYAN GONSIOR 06/03/20	6
JACOB HUSCROFT 06/12/20	3
MARCOS MARQUEZ 06/03/20	10
MATT OWENS 06/05/20	2
<b>TOTAL COMPTIME USED:</b>	<b><u>21</u></b>

<b><u>COMPTIME BALANCES:</u></b>	<b><u>HOURS</u></b>
GARY CHAMBERS	6 3/4
NICK DARGY	71
JOSH DRISCOLL	37 1/4
RYAN GONSIOR	22
JACOB HUSCROFT	74
MARCOS MARQUEZ	23 1/4
MATT OWENS	49
MATTHEW SEWING	31 1/2
ADAM SWINARSKI	4 1/2
LAURI WILHITE	3
<b>TOTAL COMP BALANCES:</b>	<b><u>322 1/4</u></b>

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

**OVERTIME AND COMPTIME REPORT**

June 26, 2020

<b><u>MAINTENANCE OVERTIME</u></b>		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
BRIAN KRUG			
06/21/20	13th & K pump	4	\$ 88.98
BOB MCCLOUD			
06/15/20	13th & K pump	5	120.00
06/18/20	No lunch	1/2	12.00
06/23/20		1/4	6.00
06/26/20		1/4	6.00
		<u>6</u>	<u>\$ 144.00</u>
RANDY SMITH			
06/21/20	13th & K pump	2	\$ 49.92
<b>TOTAL MAINT OVERTIME:</b>		<b>12</b>	<b>\$ 282.90</b>

<b><u>POLICE OVERTIME</u></b>		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
GARY CHAMBERS			
06/14/20		1/4	\$ 10.92
JACOB HUSCROFT			
06/13/20	Late call	1	35.24
06/22/20	Reports	1/4	8.81
		<u>1 1/4</u>	<u>\$ 44.04</u>
MATT OWENS			
6/13 to 6/26	1/2 hr x 6 days / Dog Maintenance	3	\$ 113.94
<b>TOTAL POLICE OVERTIME:</b>		<b>4 3/4</b>	<b>\$ 177.71</b>

<b><u>PARKS DEPT OVERTIME</u></b>		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
CHARLES BENNETT			
06/14/20	Restrooms	2	34.86
06/21/20	Restrooms	2	34.86
		<u>4</u>	<u>\$ 69.72</u>
RONNIE FISHER			
06/14/20	Restrooms	2	51.00
06/21/20	Restrooms	2	51.00
		<u>4</u>	<u>\$ 102.00</u>
MARK MURRAY			
06/24/20		1/4	8.25
06/25/20		3/4	24.75
		<u>1</u>	<u>\$ 33.00</u>
<b>TOTAL PARKS OVERTIME:</b>		<b>9</b>	<b>\$ 204.72</b>

<b><u>ADMIN OVERTIME:</u></b>		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
LAURI WILHITE			
06/22/20		1/4	6.00
06/24/20		1/2	12.00
<b>TOTAL ADMIN OVERTIME:</b>		<b>3/4</b>	<b>\$ 18.00</b>

<b>TOTAL ALL OVERTIME:</b>	<b><u>26 1/2</u></b>	<b><u>\$ 683.33</u></b>
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<b><u>COMPTIME EARNED:</u></b>		<b><u>OT HOURS</u></b>	<b><u>COMP HRS</u></b>
MATTHEW SEWING			
06/14/20	Called in early	1 3/4	2 3/4
<b>TOTAL COMPTIME EARNED:</b>		<b><u>1 3/4</u></b>	<b><u>7 1/4</u></b>

**OVERTIME AND COMPTIME REPORT**

June 26, 2020

<b><u>COMPTIME USED:</u></b>	<b><u>HOURS</u></b>
JOSH DRISCOLL	
06/17/20	4
06/23/20	1
	<hr/>
	5
MARCOS MARQUEZ	
06/17/20	10
MATTHEW SEWING	
06/24/20	10
ADAM SWINARSKI	
06/17/20	1
06/25/20	3/4
	<hr/>
	1 3/4
	<hr/>
<b>TOTAL COMPTIME USED:</b>	<b><u><u>26 3/4</u></u></b>

<b><u>COMPTIME BALANCES:</u></b>	<b><u>HOURS</u></b>
GARY CHAMBERS	6 3/4
NICK DARGY	71
JOSH DRISCOLL	32 1/4
RYAN GONSIOR	22
JACOB HUSCROFT	74
MARCOS MARQUEZ	13 1/4
MATT OWENS	49
MATTHEW SEWING	24 1/4
ADAM SWINARSKI	2 3/4
LAURI WILHITE	3
	<hr/>
<b>TOTAL COMP BALANCES:</b>	<b><u><u>298 1/4</u></u></b>

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

## Carter Lake Parks and Recreation Department Report

July 17, 2020

Daniel Krawczyk

The parks grounds crew has been completed regular parks maintenance including mowing, trimming, weeding, watering, mulching, and cleaning city-owned public grounds and shelters. The crew has been sanitizing all public restrooms including Mabrey and Wavecrest Park, Hamilton Sports Complex, and the Splash Pad.

Community outreach and recreation has been restricted over the past few months due to COVID-19 concerns. Baseball started on June 18<sup>th</sup> for ages 9-14 and will continue through the end of July. It is in partnership with other Nebraska organizations including ones based in Omaha, Bellevue, and Blair. As of July 16<sup>th</sup>, the 13-14 year old baseball team has postponed all participation due to suspicion of COVID-19 exposure. Further action is expected to take place by July 21<sup>st</sup> upon COVID-19 testing.

We are partnering with Council Bluffs Youth Soccer Association to organize soccer for this upcoming fall. Community outreach events are scheduled for the upcoming months of August and September. All events will allow for social distancing and COVID-19 safety practices. Details of the events are below:

### **2020 Summer Outdoor Movie Night feat. Onward (2020)**

Friday, August 14<sup>th</sup> (Rain Day: August 15<sup>th</sup>) at Hamilton Sports Complex Field 1. The Field will open at 8:00 PM and the movie will run from 9:00 PM until about 10:45 PM (sunset is predicted for 8:23 PM). The featured movie is Onward and is appropriate for all ages. The movie will be shown on a 25' inflatable movie screen from a projector connected to the field PA system. The concession stand will be closed and snacks will NOT be provided. Outside snacks and beverages will be permitted and the field restrooms will be open.

### **2020 Fishing Derby**

Saturday September 12<sup>th</sup> at Mabrey Park from 9:00 AM to 12:00 PM. The department is planning on purchasing 50-75 fishing poles along with fishing supplies from Bass Pro Shop to be handed out to pre-registrants. We are seeking a donation from Bass pro Shop and financial assistance from the Iowa DNR. Anyone ages 5-16 were allowed to register. Anyone under the age of 10 must be accompanied by an adult. Volunteers will be available to assist with preparing fishing poles for kids and supervision of the event.

Library Board Meeting  
Brooks-Fennell Multi-Purpose Room  
June 24, 2020  
2:00 p.m.

Attendees: Bonnie Freeman, Viki Hawkins, Jo Chullino, Donna Callender and Delbert Settles. Library Director Theresa Hawkins. Absent: Patti Midkiff and Tyke Darveaux.

Bonnie called the meeting to order.

Minutes: Donna made the motion to accept the minutes of the May 20, 2020 meeting. Delbert seconded. Motion passed.

Financial Report: Viki made the motion to accept the April and May 2020 financial report. Delbert seconded. Motion passed.

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

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

March Circulation (before COVID-19 closure on March 17, 2020)

Magazine/Newspaper Circulation	30
Reference Questions	10
WIFI Usage	70
Computer Usage	86
Homebound	3
Tech Help	13
Notary	2
Library Programs	4
Other Meetings	4
New Cards	Adult – 6 Juvenile - 1
Patron Count	440
Circulation	424
Revenue	
Photo Copies	\$15.00
Computer Print-outs	\$20.65
Fax	\$ 4.75
Donation	\$ 2.10

May Circulation (May 11, 2020 soft opening)

Magazine/Newspaper Circulation	10
Reference Questions	9
WIFI Usage	45 (WhoFi)
Computer Usage	44
Homebound	Cancelled
Tech Help	Will start June 1, 2020
Notary	1
Library Programs	Cancelled
Other Meetings	Cancelled
New Cards	Adult - 1
Patron Count	146
Circulation	123
Revenue	
Photo Copies	\$ 6.10
Computer Print-outs	\$16.30
Fax	\$10.00
Donation	\$ 2.05

April library closed to public. WIFI statistics – 38(WhoFi)

Summer Reading Program grab & go started Wednesday, June 17, 2020 with 11 participants and will end July 22, 2020.

Genevieve will start full-time 40 hour weeks July 1, 2020.

Unfinished Business: None

New Business:

Meetings in Multi-Purpose room with social distancing requirements.

Discussion on what meetings to allow and room capacity. Donna made the motion to open the meeting rooms with limit of 16 people for social distancing. No private parties. Delbert seconded. Motion passed.

Added – Library FY19/20 budget.

Viki made the motion to move any remaining money in the Library FY19/20 budget into the Library CIP account. Jo seconded. Motion passed.

Bonnie made the motion to adjourn. Viki seconded. Meeting adjourned 3:00 p.m.

Submitted

Viki Hawkins, Secretary

June 25, 2020

Library Board Meeting  
Brooks-Fennell Multi-Purpose Room  
June 24, 2020  
2:00 p.m.

Attendees: Bonnie Freeman, Viki Hawkins, Jo Chullino, Donna Callender and Delbert Settles. Library Director Theresa Hawkins. Absent: Patti Midkiff and Tyke Darveaux.

Bonnie called the meeting to order.

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Financial Report: Viki made the motion to accept the April and May 2020 financial report. Delbert seconded. Motion passed.

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

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Added – Library FY19/20 budget.

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Submitted

Viki Hawkins, Secretary

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Bonnie made the motion to adjourn. Viki seconded. Meeting adjourned 3:00 p.m.

Submitted

Viki Hawkins, Secretary

June 25, 2020



**Codes With Descriptions**

**Totals**

911 - 911 HANGUP CALL	2	2
911 - 911 HANGUP CALL; E23 - OVERDOSE/POISONING (INGESTION)	1	1
ADMIN - ADMINISTRATIVE ASSIGNMENT	7	7
ALAB - BUSINESS ALARM	5	5
ANIMAL - ANIMAL COMPLAINT	5	5
ARES - RESIDENTIAL OR HOME ALARM	2	2
ARMED - ARMED SUBJECT	5	5
ASLE - ASSIST LAW ENFORCEMENT	3	3
ASSA - ASSAULT	6	6
BDC - BROADCAST	2	2
BURG - BURGLARY	7	7
CIVIL - CIVIL PAPERS, CIVIL SITUATION, KEEP THE PEACE	2	2
CLOC - CHECK LOCATION	33	33
COMPLAINT - COMPLAINT REPORT	13	13
CRIM - CRIMINAL MISCHIEF OR VANDALISM	7	7
CWEL - CHECK THE WELFARE	20	20
DIST - DISTURBANCE	27	27
E12 - CONVULSIONS/SEIZURES; ASFD - ASSIST FIRE DEPARTMENT	1	1
E26 - SICK PERSON (SPECIFIC DIAGNOSIS); ASFD - ASSIST FIRE DEPARTMENT	2	2
E28 - STROKE (CVA)/TRANSIENT ISCHEMIC ATTACK (TIA); ASFD - ASSIST FIRE DEPARTMENT	2	2
FOLL - FOLLOW UP	15	15
FOUND - FOUND PROPERTY	2	2
FWKS - FIREWORKS	3	3
HARR - HARASSMENT	4	4
HOLD - POLICE HOLD	1	1
INTO - INTOXICATED SUBJECT	4	4
JUV - JUVENILE PROBLEMS	3	3
MOTA - MOTORIST ASSIST	6	6
NEIG - NEIGHBORHOOD PROBLEMS	1	1
NOIS - NOISE COMPLAINTS	3	3
OPEN - OPEN DOOR	3	3
PARKING - PARKING PROBLEMS, CONTINUOUSLY PARKED VEHICLE	3	3
PCUS - PROTECTIVE CUSTODY OR EX PARTE ORDER	1	1
PDHR - PROPERTY DAMAGE HIT AND RUN	1	1
PD - PROPERTY DAMAGE ACCIDENT	2	2
PROWLER - PROWLER	1	1
PURSUIT - VEHICLE PURSUIT	1	1
REST - PROTECTIVE OR RESTRAINING ORDER VIOLATION	3	3
SEXU - SEXUAL ASSAULT	1	1

**Codes With Descriptions****Totals**

SHOTF - SHOTS FIRED	2	2
SOLI - SOLICITOR OR SALES PROBLEM	3	3
STNV - STOLEN VEHICLE	1	1
SUSP - SUSPICIOUS ACTIVITY	46	46
THEFT - THEFT	2	2
THREAT - THREATS	4	4
TRAFFIC - TRAFFIC STOP	90	90
TRAFP - TRAFFIC PROBLEM	1	1
TRESPASS - TRESPASSING	17	17
VICE - DRUGS, PROSTITUTION, VICE ASSIGNMENT	1	1
WANTED - WANTED PERSON	5	5
Totals	382	382



# Carter Lake Iowa Police Department

950 E Locust St, Carter Lake, IA 51510

Phone (712) 347-5920 Fax (712) 347-6486

## CLPD Monthly Arrest Report

Printed on July 9, 2020

Case Number	Charges	Arrest Date	Last, First Name	Address
CL20-000399	Possession of Cannabidiol, 1st Off	06/18/20	TADLOCK, BRANDON	3200 N 9TH STREET,
CL20-000393	Possess Drug Paraphernalia;	06/16/20	HANSEN, MADISON	3510 N 9TH STREET,
CL20-000375	Possess Drug Paraphernalia;	06/07/20	AMOUZOU,	3400 N 9TH STREET,
CL20-000418	Criminal Mischief 4th -- Damage	06/27/20	DOGGETT, CAMERON	
CL20-000372	Assault Causing Bod Inj or Ment	06/06/20	GREENHAGEN,	
CL20-000420	OPERATING WHILE	06/27/20	LOPEZ, PETE	200 BLOCK OF
CL20-000416	DRIVING WHILE BARRED -	06/26/20	COOK, MITCHEL	900 LOCUST STREET,
CL20-000396	GENERAL PURPOSE REPORT	06/17/20	BOWER, RONALD	1309 AVE P, CARTER
CL20-000391	DRIVING WHILE BARRED -	06/14/20	BARNES, BENJAMIN	100 BLOCK OF
CL20-000390	Public Intoxication; Disorderly	06/13/20	WILLIAMS, GEOVANY	1699 WILLOW DR,
CL20-000390	Public Intoxication; Disorderly	06/13/20	MUNGUIA,	1699 WILLOW DR,
CL20-000390	Public Intoxication	06/13/20	STUBBLEFIELD,	1699 WILLOW DR,
CL20-000390	Public Intoxication; Disorderly	06/13/20	MURILLO, SABIER	1699 WILLOW DR,
CL20-000379	OPERATING WHILE	06/09/20	VANDERPOOL, TEVIN	700 BLOCK LOCUST

Case Number	Charges	Arrest Date	Last, First Name	Address
CL20-000368	Interfere w/ Official Acts, \$0	06/04/20	WILLIAMS, BRITTANY	17TH AND WALKER,
CL20-000408	Urinating in Public; Interfere w/	06/22/20	SANCHEZ,	3510 N 9TH STREET
CL20-000376	HOLD FOR OTHER IOWA	06/08/20	HOSCHAR, DONALD	900 AVE Q, CARTER
CL20-000414	Public Intoxication - Second Offense	06/26/20	SCHUHS, KELLY	1600 LOCUST STREET,
CL20-000387	Detonating (Shooting) Fireworks	06/12/20	STOKES, MARK JR	161 CARTER LAKE
CL20-000368	Disorderly Conduct -- Fighting	06/04/20	CROWDER,	17TH AND WALKER,
CL20-000421	Harassment 2nd Deg -- Threaten	06/29/20	AMOS, BRANDON	3000 AIRPORT RD,
CL20-000388	Conspire w/ Intent to Deliver Marij	06/12/20	BONDS, LATONYA	2900 N 9TH ST,
CL20-000385	GENERAL PURPOSE REPORT	06/10/20	WALLACE, TIFFANY	900 AVE K, CARTER
CL20-000293	Stalking -- Violation of Court Order	06/16/20	KOMOR, APRIL	
CL20-000374	Criminal Mischief 3rd -- Damage	06/07/20	AHUMADA, JOSE	1116 E LOCUST ST,

**Total Records: 25**