

**AGENDA
CITY OF CARTER LAKE
REGULAR CITY COUNCIL MEETING
CITY HALL – 950 LOCUST ST.
MONDAY, AUGUST 16, 2021 AT 7:00 P.M.**

- I. Pledge of allegiance
- II. Roll Call
- III. Approval of the agenda
 - A. Additions or deletions
- IV. Consent agenda
- V. New business
 - A. Communications from public
 - 1. Carter Lake Improvement Club – street closure
 - 2. Michael Bockman – golf course development concerns
 - 3. Bill Dahlheimer – Iowa Code Chapter 22 – open records
 - 4. Approve liquor license for Spearmint Rhino
 - B. Communications from:
 - 1. Department Supervisors
 - a. Fire Department – temporary liquor license
 - 2. Mayor Ronald Cumberledge
 - a. Seeking candidate for Board of Adjustments
 - b. Connections contract for Senior Center
 - c. Easement for storm sewer project
 - d. Water distribution operator
 - 3. Jackie Wahl
 - a. RFP – Compensation Consultant
 - b. Logo Contest Update
 - 4. Jason Gundersen
 - a. Conditional Use Permits
 - 5. Denise Teeple
 - a. Landscapes Unlimited Proposal
 - 6. Planning Board update
- VI. ORDINANCES AND RESOLUTIONS:
 - A. Third reading to approve amendment to matrix and definition for the C-1 zoning district
 - B. First reading of UTV ordinance
 - C. First reading to approve update to fire code ordinance

- D. First reading to approve updates to fire ordinance
- E. First reading to approve updates to hazmat ordinance
- F. Consideration of construction bids and resolution to award of construction contract for the Carter Lake Community Center
- G. Resolution approving construction contract and bond for the construction of the Carter Lake Community Center Project
- H. Resolution to approve pay request #001 for USDA reimbursement for sewer project
- I. Resolution to approve 2020-21 budget transfers
- J. Approve updated employee safety manual
- VII. Comments from the mayor, city council members and citizens (3 minutes each)
- Adjourn

Consent agenda

- 1. City council minutes – JULY
- 2. Planning board minutes – JULY
- 3. Board of adjustments - none
- 4. Abstract of claims for approval – JUNE & JULY
- 5. Receipts for approval – JUNE & JULY
- 6. Overtime and comp time reports – JULY
- 7. Financial reports as submitted to the council – JUNE & JULY
- 8. Department head reports – JULY

CITY OF CARTER LAKE
APPLICATION FOR CITY COUNCIL AGENDA

Name: Carter Lake Improvement Club

Address: 4328 N. 9TH ST

Phone: 712-347-~~9776~~6790

Meeting Date Requested: Aug. 16

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

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

Requesting a permit to close Q st from
8th st to 9th st. For Annual Dog Days Event.
6-2am.

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: [Signature]

Date: 8-9-21

For Office Use Only:

Date received in Clerk's office: _____

Received by: _____

RECEIVED
AUG 09 2021

BY: _____

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

Name:

MICHAEL BOCKMAN

Address:

1021 SHOAL DRIVE

Phone:

402-312-8457

Meeting Date Requested:

8-19-21

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

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

GOLF COURSE PROPOSAL/NEGOTIATIONS

I WOULD LIKE A FEW MINUTES TO DISCUSS COMMUNITY
CONCERNS WITH REGARD TO THE GOLF COURSE.

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:

For Office Use Only:

Date received in Clerk's office: _____

Received by: _____

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

Name:

William A. Dahlheimer

Address:

78 CARTER LAKE Club

Phone:

N.A.

Meeting Date Requested:

August 16, 2021

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

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

Town A Code Chapter 22

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:

W.A. Dahlheimer

Date:

8-13-21 10:45 a.m.

For Office Use Only:

Date received in Clerk's office: _____

Received by: _____

Jackie Carl

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support
<elaps@iowaabd.com>
Sent: Thursday, August 12, 2021 2:39 PM
To: Jackie Carl
Cc: licensingnotification@iowaabd.com
Subject: Application App-145332 Ready for Review

Hello,

Application Number App-145332 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: Sarie's Lounge, LLC

DBA: The Spearmint Rhino Gentlemen Club

License Number: LC0034083

Application Number: App-145332

Tentative Effective Date: 9/26/2021

License Type: Class C Liquor License (LC)

Application Type: Renewal

Amendment Type:

Thank you.

CAUTION: This email originated from **OUTSIDE** of the organization. Please use caution when clicking links or opening attachments. Call the sender by phone if there is any uncertainty.

Jackie Carl

From: Chief Kannedy
Sent: Monday, July 19, 2021 11:55 AM
To: Jackie Carl
Subject: RE: License LC0034083 Renewal Notice Sent

Jackie, they have no violations and none pending.

From: Jackie Carl <jackie.carl@carterlake-ia.gov>
Sent: Monday, July 19, 2021 9:59 AM
To: Chief Kannedy <chief.kannedy@clpd.carterlake-ia.gov>; Phill Newton <phill.newton@carterlake-ia.gov>
Subject: FW: License LC0034083 Renewal Notice Sent

Please review for August approval

From: noreply@salesforce.com <noreply@salesforce.com> **On Behalf Of** IOWA ABD Licensing Support
Sent: Saturday, July 17, 2021 12:13 AM
To: Jackie Carl <jackie.carl@carterlake-ia.gov>
Cc: licensingnotification@iowaabd.com
Subject: License LC0034083 Renewal Notice Sent

Hello,

LC0034083 has been sent a Renewal Notice is now eligible for their renewal.

Corp Name: Sarie's Lounge, LLC

DBA: The Spearmint Rhino Gentlemen Club

License Number: LC0034083

Application Number: App-013727

Tentative Effective Date: 9/26/2020

License Type: Class C Liquor License (LC)

Thank you.

CAUTION: This email originated from **OUTSIDE** of the organization. Please use caution when clicking links or opening attachments.
Call the sender by phone if there is any uncertainty.

Jackie Carl

From: Phill Newton
Sent: Thursday, August 5, 2021 12:51 PM
To: Jackie Carl
Subject: RE: License LC0034083 Renewal Notice Sent

Jackie, Mayor and City Council

Spearmint Rhino has been inspected. At this time I would recommend approval of their yearly alcohol license renewal.

Phillip J. Newton
Fire Department & Safety Coordinator

Carter Lake, Iowa Fire Department
950 Locust Street
Carter Lake, Iowa 51510
clfire@carterlake-ia.gov
Station # 712-347-5900
Cell# 402-657-8976

From: Jackie Carl <jackie.carl@carterlake-ia.gov>
Sent: Monday, July 19, 2021 9:59 AM
To: Chief Kannedy <chief.kannedy@clpd.carterlake-ia.gov>; Phill Newton <phill.newton@carterlake-ia.gov>
Subject: FW: License LC0034083 Renewal Notice Sent

[Please review for August approval](#)

From: noreply@salesforce.com <noreply@salesforce.com> **On Behalf Of** IOWA ABD Licensing Support
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Cc: licensingnotification@iowaabd.com
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DBA: The Spearmint Rhino Gentlemen Club

License Number: LC0034083

Application Number: App-013727

Tentative Effective Date: 9/26/2020

License Type: Class C Liquor License (LC)

Thank you.

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Liquor Liability Application

- 1) **Name of Entity** (as shown on license) _____
- 2) **A. Date(s) of event** _____ **to** _____
- B. Location of event** _____

If held on a public street, please provide specific location
- C. Owner of property** _____

- D. Description of event** _____

- E. Is the event inside?** yes no *If no, is outside area fenced?* yes no
- F. Estimated number of people to attend** _____
- G. Are IDs checked?** yes no *If yes, by whom?* _____
- H. Are minors allowed in area?** yes no
- I. Briefly describe security** _____

- J. Are tickets sold?** yes no *For what price?* _____
- K. Does ticket price include cost of beer, wine and/or liquor?** yes no
- L. Who is serving drinks?** _____
- M. What are the hours of serving?** _____ **to** _____
- N. Type of alcohol served** _____
- O. Is the alcohol sold per** glass pitcher *For what price?* _____
- P. Describe entertainment, if applicable** _____

- 3) **Limits of Coverage Requested?** _____

4) **Gross Receipts:**

Liquor Receipts:

On-Premises _____

Off-Premises _____

Total _____

Food Receipts _____

5) **Please list any liability claims (liquor-related) that have occurred during the past 3 years.**

Date	Type of Claim	Open/Closed
------	---------------	-------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

6) **Have any citations been issued for law violations?**

yes no

If yes, details _____

7) **Has liquor license ever been suspended or revoked?**

yes no

If yes, details _____

8) **Have you had any insurance canceled?**

yes no

If yes, details _____



DECLARATIONS AND NOTICES

To the best of my knowledge, the information provided in connection with all submitted applications is true and no material facts have been withheld. I understand non-disclosure or misrepresentation of a material fact will entitle the coverage provider to void any liability protection issued as a result of this application. I also understand any contribution quotation is based on the loss information contained herein and is subject to change based on any verified loss information subsequently obtained by the coverage provider.

NOTICE:

I understand signing this application does not bind me to complete the Intergovernmental Contract but agree, should a Contract be concluded, this application and statements herein shall form the basis and become a part of the coverage document and Intergovernmental Contract.

I understand further the IRMA and the Legal Defense & Claim Payment Agreement does not apply to any "claim" for "Injury" because of an incident or "claim" which occurred prior to the commencement of the effective date or retroactive date shown in the IRMA, Declarations and/or Statement of Benefits.

Title of Applicant _____ Date _____

Authorized Signature of Applicant* _____

**Only an original signature can be considered.*

Please return completed application to: **Iowa Communities Assurance Pool (ICAP)**
5701 Greendale Road
Johnston, IA 50131

Please indication which applications were submitted:

General Liability	Municipal Automobile Liability	Public Officials Liability
Police Professional Liability	Property	Dishonesty Coverage
Boiler & Machinery	Employee Benefits	Pesticide/Herbicide
Bridge Supplement	Dam Supplement	Swimming Area
Municipal Electric Utility	Natural Gas Utilities	Transit Operations
Fireworks/Special Event	Airport	Liquor Liability

LEASE AGREEMENT

City of Carter Lake

THIS AGREEMENT is made and entered into by and between **CONNECTIONS AREA AGENCY ON AGING**, in Council Bluffs, Iowa, hereinafter referred to as “**CONNECTIONS**” and the **CITY OF CARTER LAKE**, hereinafter referred to as “**CONTRACTOR**”.

TERM: The term of this Agreement is for twelve (12) months beginning on July 1, 2021 and ending June 30, 2022.

RECITALS:

- (a) **CONNECTIONS AREA AGENCY ON AGING** has entered into an agreement with the Iowa Department on Aging, an agency of the State of Iowa, to provide a nutrition program to persons sixty (60) years of age and older.
- (b) Contractor owns and maintains premises at 626 East Locust, Carter Lake, Iowa with accommodations suitable to serve and provide meals, educational and recreational activities to senior citizens.

NOW, THEREFORE, IT IS AGREED as follows:

I.

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

- (a) The City of Carter Lake will make available and maintain the premises at 626 East Locust in Carter Lake Iowa with accommodations suitable to serve and provide meals, educational and recreational activities to senior citizens between the hours of 8:00 a.m. and 2:00 p.m, Monday through Friday except for the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day and Presidents Day. In addition, **CONNECTIONS** will be able to utilize the center from 3:00 p.m. to 7:00 p.m. each Thursday to accommodate a weekly party.
- (b) Contractor will hire a senior center manager to oversee the operations of the Carter Lake Senior Center.
- (c) Senior Center manager will report to the City of Carter Lake.
- (d) Contractor will ensure that the senior center manager fulfills the requirements set forth in Exhibit A to this agreement with regard to financial reports required by **CONNECTIONS** and the other activity requirements.

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

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

- (a) CONNECTIONS shall secure at its own expense fire and extended coverage insurance on its own property and equipment and insurance against its liability growing out of the use of the premise.
- (b) Leave the premises clean after its use.
- (c) CONNECTIONS will provide a grant to Contractor in the amount of \$13,509.28. On the 25th of each month, a check will be released to the Contractor in the amount of \$1,125.77. The grant is in consideration for hiring and paying a senior center manager and for operational expenses. Operational expenses shall include

electric, gas, garbage, water, sewer, and landfill charges. A copy of operational expenses must be kept on file and open to audit by CONNECTIONS. Periodic audits will be conducted to assure that the operational expense payments are justified. Failure to maintain such records and provide access for audit may result in suspension of reimbursement by CONNECTIONS.

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

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

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

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

CONNECTIONS AREA AGENCY ON AGING:

BY: _____

WITNESS: _____

DATE: _____

THE CITY OF CARTER LAKE:

BY: _____

WITNESS: _____

DATE: _____

**PERMANENT SEWER EASEMENT
(CORPORATION)**

When recorded return to:
City of Omaha, Nebraska
Public Works Department

General Services Division

R-O-W Section
(«ROW_Agent»)

FOR OFFICE USE ONLY	
Project:	«Proj_Name»
City Proj. No.:	«Proj_No»
Tract No.:	«Tract»
Address:	«Parcel_Address» Omaha, Nebraska «Mail_Zip»

KNOW ALL MEN BY THESE PRESENTS:

THAT **City of Omaha, Nebraska**, a Nebraska Municipal Corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Ten Dollars 00/100 (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **City of Carter Lake, Iowa**, an Iowa Municipal Corporation, hereinafter referred to as "CITY," and to its successors and assigns, a permanent easement for the right to construct, maintain and operate a storm sewer, drainage structure, and/or drainage way, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit

SEE ATTACHED EXHIBIT "A"
PERMANENT EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer at the will of the CITY. The GRANTOR may, following construction of said sewer continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.

Permanent Easement
«Proj_No»
Tract - «Tract»

- 2) That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) That CITY may construct, maintain, repair, reconstruct and operate additional sewer systems within the permanent easement described above.
- 4) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 5) That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 6) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said CITY and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 7) That said permanent sewer easement is granted upon the condition that the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
- 8) The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 9) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein (if applicable):

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) (the said Corporation has no Corporate Seal) and these presents to be signed by its respective officers this _____ day of _____, 2021.

GRANTOR:

CITY OF OMAHA, a Municipal Corporation

ATTEST:

BY:

Elizabeth Butler,
City Clerk, City of Omaha

Jean Stothert,
Mayor, City of Omaha

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY DATE

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 2021, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as City Clerk and the voluntary act and deed of said Municipal Corporation.

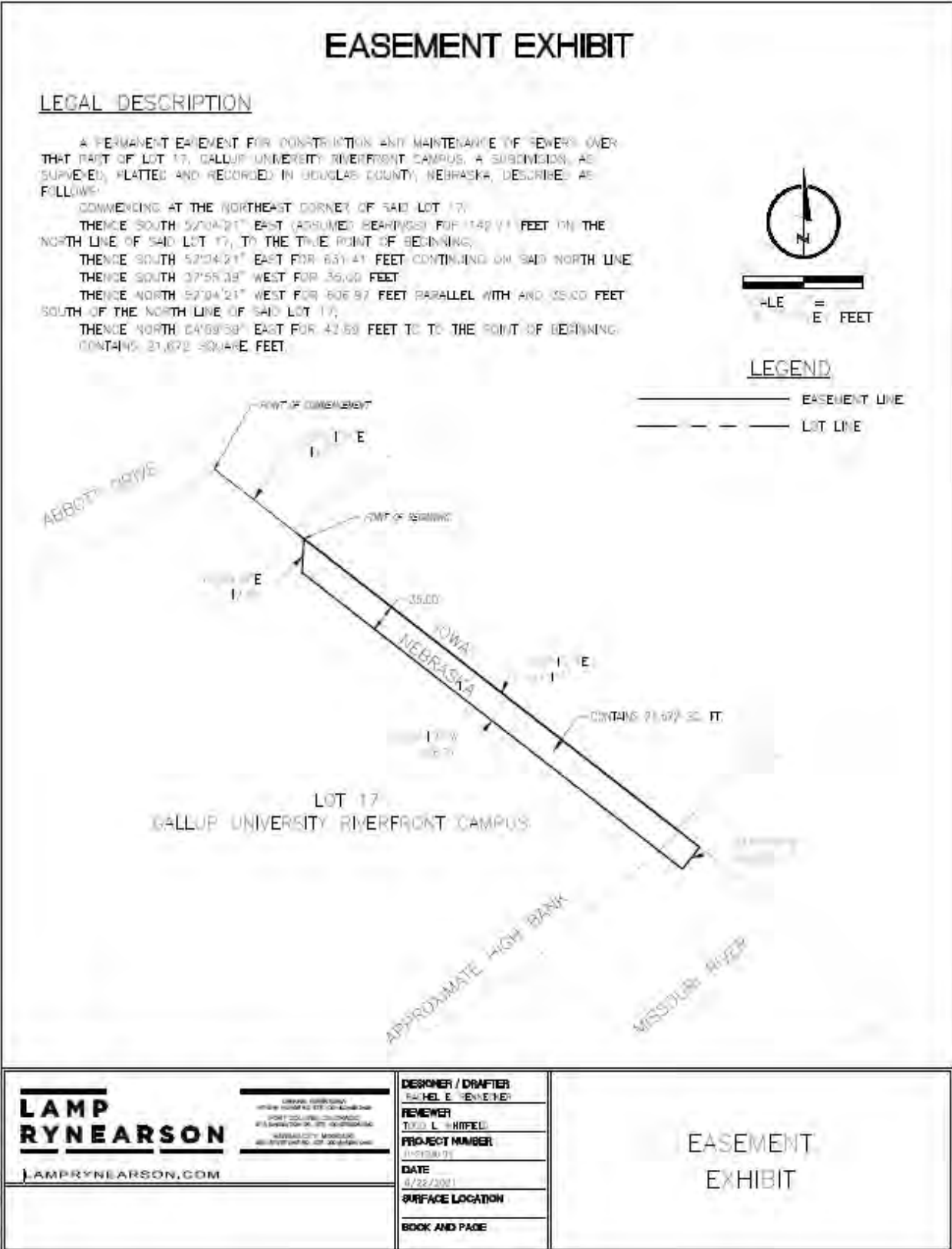
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

NOTARY PUBLIC

Permanent Easement
«Proj_No»
Tract - «Tract»

EXHIBIT A



Permanent Easement
«Proj_No»
Tract - «Tract»

REQUEST FOR PROPOSALS

City Employee Compensation Study

Issued August 17, 2021

Carter Lake,

950 E. Locust St.
Carter Lake, Iowa 51510

Introduction and Background

The City of Carter Lake is in a unique situation competing for employees in the Omaha Metropolitan area. The resident population is approximately 3,763, much smaller than the surrounding cities. Any vendor selected for this project must be able to develop creative solutions to identifying comparables and to convey those comparables to others involved in the process.

The purpose of this request is to obtain a consultant who will assist the City in the following goals:

- Conduct a market analysis of current department positions with the City of Carter Lake to other similar local municipalities, while understanding the uniqueness and intricacies of the Positions to be evaluated, which will include employees in the Maintenance Department, Park and Recreation Department, City Hall, Senior Center, and Library as well as the Building Inspector.
- Make recommendations for changes to the current compensation system that will attract and retain highly qualified employees.
- Identify other compensation and benefit issues pertinent to the City of Carter Lake in order to develop and/or maintain a competitive compensation system.

Carter Lake Personnel Summary

Police Chief
Police Captain
Police Sergeant (2)
Police Officer (6)
Police Aide
Fire Dept. Coordinator
Animal Control
Library Director
Library Assistant
Maintenance Supervisor
Maintenance Mechanic
Maintenance Worker (3)
Park & Rec Coordinator
Parks Maintenance (3)
Parks Seasonal (2)
Parks Concessions (3)

Senior Center Manager
Senior Center Driver
Senior Center Kitchen/Driver
Senior Center Kitchen
Building Inspector
Administration City Clerk
Administration Deputy Clerk
Administration Assistant

Scope of Services

The goal of the Carter Lake City Council is to update the current classification and compensation system utilizing accepted practices in the management and design of compensation systems in accordance with applicable federal and state laws. In doing so, the objectives of the City of Carter Lake are:

- To attract and retain qualified workers.
- To provide fair and equitable salaries for all workers, including the ability to include job performance as a part of the pay plan.
- To be competitive with other comparable local agencies and private companies.
- To provide a compensation plan that is easy to understand and administer.

The contract awarded as a result of this Request for Proposals shall require the successful firm to provide services which meet or exceed the following objectives:

1. Complete a wage/labor survey and analysis of all positions to revise the pay structure as needed to assure external and internal equity and to meet State Pay Equity Compensation Standards.
2. Review and evaluate all current and proposed position classifications/rankings/ grades identified with recommendations for revisions.
3. Review and evaluate all policies in the Wage and Salary section of the Personnel Manual. Provide recommendations based on professional best practices, comparison to region, organizational culture and ease of implementation, maintenance, and adjustments.
4. Review all positions and properly classify those positions in accordance with current Fair Labor Standards Act provisions relative to exempt and non-exempt status. Job descriptions were recently done so that they are not included in the scope of this work.
5. Present findings and recommendations, including written and oral reports, at various meetings, including City Council and employee workshops and meetings.
6. Prepare final documents of the plan, including guidelines for plan implementation and administration. The overall plan, forms and procedures must be clear and understandable, in order to promote employee acceptance of the process and results. Written and computerized/electronic data as appropriate must be submitted.
7. Provide training, as necessary, to employees and supervisors, to assure that the implementation and maintenance of the plan are accomplished.

8. Make recommendations on how to keep the plan current, equitable, and up to date.
9. Propose a management review process that will be used to find resolution to classification related disputes.
10. Assist with the first State Pay Equity report following the compensation review to assure compliance.

Time Requirements

All inquiries about the request for proposal should be directed to:

Jackie Carl
City Clerk
(712) 847-0534
jackie.carl@carterlake-ia.gov

Selection Schedule

RFP sent to select firms and posted	August 17, 2021
Last day for questions due	August 31, 2021
Last day for proposals due	September 14, 2021
Approve award for contract	September 20, 2021

Consultant Submittal

Responses to this request for proposals should include the following information in the order prescribed.

1. Cover letter and introduction including the name of the firm, address, and the name and contact information of the person(s) authorized to represent the company regarding all matters related to the proposals.
2. Name and contact information of the firm's project manager that would be assigned to the project.
3. A statement of qualifications of the firm and identification of the project manager and other key team members assigned to perform the work.
4. A statement of the firm's understanding of the work required and the manner in which the firm plans to approach it. Describe how the firm will evaluate and select alternatives and the firm's expectation of the City of Carter Lake's responsibilities.
5. Proposed work plan that identifies the tasks necessary to respond to the Scope of Services and to meet the project requirements as described in this RFP. A final work plan will be developed following selection of the Consultant.
6. Identification of the deliverables.
7. References from at least five (5) clients from similarly sized governmental agencies with similar projects, within the last three (3) years that are familiar with the firm's quality

of work and the firm's performance, including schedule and budget control. Include the contact's name and telephone number.

8. Schedule: A thorough and detailed schedule should be presented outlining key milestone completion dates with the associated proposed deliverables.

9. Propose contract terms, including an itemized fee schedule for work included in the scope of services and a payment plan, based upon contract milestones.

10. Provide any additional information that you feel would be pertinent to Carter Lake's decision on selecting a Consultant.

Submissions must be received by 5:00 p.m. on September 14, 2021.

Jackie Carl

City Clerk

RE: Study of Employee Wages and Benefits

950 E. Locust St., Carter Lake, Iowa 51510

(712) 847-0534

jackie.carl@carterlake-ia.gov

Evaluation Procedures

1. All proposals will be reviewed by the Carter Lake City Council. The Carter Lake City Council reserves the right to select a firm(s) to present to the administration prior to selecting a preferred Consultant.

2. Following a review and ranking of the proposals a single firm will be identified and a recommendation for award will be determined at the September council meeting. During the evaluation process, the Council reserves the right to request additional information or clarifications from proposers.

3. Proposals in response to this RFP will be valid for ninety (90) days from the proposal due date. The Carter Lake City Council reserves the right to ask for an extension of time if needed.

4. The Carter Lake City Council reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted.

5. The Carter Lake City Council is not responsible for any costs incurred by any firm in the preparation of the proposal including, but not limited to, expenses associated with the preparation of the proposal, attendance at interviews, or preparation of any future contract documents.

6. This request is only a solicitation for information. If we don't like some of the proposals, we are not obligated to make the changes.

Carter Lake City Tagline and Logo Contest

Since several citizens have expressed a desire for a tagline and new logo that represents and promotes our City, we are sponsoring a contest. The logo winner will be recognized and awarded \$100, and \$25 will go to the winner of the tagline.

Guidelines:

- Logo must include words "City of Carter Lake."
- Logo must be the original work of the submitter that has not been previously published.
- Logo may include 2-3 colors, but should be simple, not overly detailed, and all elements must be discernible when reproduced in smaller sizes.

Rules and Submission Requirements:

1. The contest is open to all individuals. Minors (under the age of 18) will need parental consent to enter the contest.
2. A contestant may submit up to three entries.
3. **DEADLINE: Entries must be received by 5:00 P.M., Wednesday, September 1, 2021.**
4. Each design must reproduce well in different sizes and when printed in black and white.
5. Contestants agree that the City of Carter Lake may use their submissions and names for advertising campaigns and/or marketing materials in the future.
6. Contestants agree to assign all ownership rights, including all intellectual property rights to the City of Carter Lake, IA should their design or tagline be chosen as a winner.
7. A committee will choose a winner, but the Council may choose to keep the current logo.
8. For more information, please contact Jackie Wahl at jacleen4849@gmail.com or 402-679-2116.

Submit your entry by email in jpg or tiff format, though mail, or in person at City Hall:

Jackie Carl, City Clerk
950 E. Locust St.
Carter Lake, IA 51510
Jackie.Carl@carterlake-ia.gov

Contestant Name: _____ Phone #: _____

Address: _____

E-mail Address: _____ Signature: _____

Parent/Guardian Name (if under 18): _____

Parent/Guardian Signature (if under 18): _____

Date of Submission: _____

Tagline #1: _____

Tagline #2: _____

Tagline #3: _____





**LANDSCAPES
UNLIMITED**

PROVIDING CUSTOMIZED SOLUTIONS FOR THE GOLF & RECREATION INDUSTRY
Golf Construction | Golf Renovation | Sports & Recreation | Golf Management | Irrigation & Infrastructure

City of Carter Lake, IA
2021
Mayor Ron Cumberledge
Members of the Council

July 23,

Shoreline Golf, LLC (Shoreline) has owned a leasehold interest in the 150 acres known as Shoreline Golf Course, since 1996. Shoreline Golf Course is an 18-hole championship golf course that offers a practice range, golf retail store, restaurant/lounge and banquet facilities. The ground lease was assigned to Shoreline from Banc One Leasing Corporation in April 1997 and approximately 17 years remain on the initial lease which concludes July 1, 2038. As our company's strategic focus has slowly shifted away from golf course ownership to our construction and management businesses, we have arrived at a point whereby we are reconsidering Shoreline's place in our portfolio and have considered alternative ownership strategies. We have approached the following proposal and presentation with a spirit of partnership with the City of Carter Lake and in the interest of developing an opportunity to further maximize the value of this asset to all stakeholders.

The following presentation will lay out the details of our recommended plan to include a brief historical review, current situation, recommended land repurposing and conceptual layouts, financial rewards to the City, the team we have assembled to accomplish the plan, and a timeline of such. We believe this plan has the potential to transform the "front door" to Carter Lake (when entering from the West). The additional critical mass of residents, generated by this proposal, could provide the potential to orchestrate the addition of a retirement facility, which we already have an interested party for, as well as a grocery store. All of this is encapsulated in the Executive Summary immediately below. As Carter Lake is a growing entertainment and hotel district, we hope that you view this proposal as a complement to City growth strategies already in place and as an opportunity to enhance City revenues while retaining a quality golf amenity for your constituents.

EXECUTIVE SUMMARY

Shoreline has been a part of the Landscapes Golf Group (LGG) portfolio of courses for the last 23 years. During that time the course's performance has been stable, but demand matured at a slower rate than would otherwise have been desirable for a long-term operator. Despite continuing improvement in utilization and earnings in recent years, the desire to see this asset realize its full potential in the community of Carter Lake has led LGG to continue thinking strategically about ways to maximize the value of this unique property. There are not many offerings in the market that include lake-front access, golf course views and a very desirable location minutes from Downtown Omaha and Eppley Airport.

While the pandemic has created additional golf traffic and allowed Shoreline to continue growing revenue in 2020, after much discussion, research and thoughtful consideration, we have developed a plan to further maximize the value of the property while maintaining a golf course amenity within the city. Landscapes Golf Group will assemble a team, including LGG's sister company Landscapes Unlimited, a world-class leader in golf course development and construction, E&A Consulting Group, and a few key local builders. This group seeks to strategically combine the two most attractive assets in your city, leveraging the beautiful views offered by Carter Lake and the golf course, by developing and marketing 74 single family homesites along the 2nd and 13th holes on the golf course. Forty-two of these lots will be on the lake while 32 will be on the golf course.

This would require significant capital injection and risk that the development team is willing to take on, but the rewards will be shared among the stakeholders, the City of Carter Lake and Landscapes Golf Group.

Aside from intangible lifestyle benefits that Shoreline Golf Course brings to the community, the pure economic benefit which the City of Carter has derived from the course has historically been limited to the City's share

of annual sales and real estate taxes paid, which amounts to approximately \$25,000 annually. To put this into context, Shoreline makes up approximately 14% of the total area of Carter Lake and drives less than 1% of the City's revenue.

Rounds of Golf per 18-Hole Equivalent (18HEQ)

Last year's nationwide surges in play, coupled with the net decline of more than 1,600 18-hole equivalent (18HEQ) golf courses since 2006, have moved the U.S. market closer to supply/demand equilibrium. The number of rounds played per 18-HEQ in 2020 topped 37,000 for the first time since 1997.

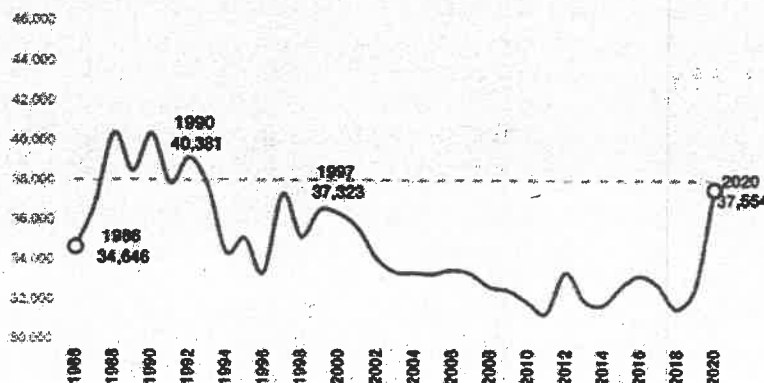


figure 2-National Golf Foundation

Our analysis and projections show that, over the course of the next 17-years, where the City's revenue from the golf property would be limited to the sales/property tax referenced above, this endeavor would generate an additional \$11M in tax revenue for the local constituencies. Our projections assume that the lots would be sold over a period of approximately 10-years and improved upon with an average home value of \$287k. Once fully built-out this new development project will add 12% to the City's current real-estate tax revenue. Additionally, we propose to pay a lot sale commission of \$5,000 for lake lots and \$2,500 for golf course lots to the City upon every lot sale. This would generate \$290,000 in revenue to the city. Landscapes Golf Group would work directly with the City and the City's attorneys to most effectively structure the necessary transfer of land to enable us to convey clean title of the lots to the builders/homebuyers, as well as, provide for a lease extension to ensure the operator of the golf course has an adequate timeframe to justify the proposed and future reinvestments in the golf course infrastructure.

It should also be mentioned that while we considered several different development concepts, the proposed layout of the 74 lots proved to be the least disruptive to both the golf course and the existing homeowners who currently enjoy the golf course view (see proposed "Site Plan" on page 4 of this proposal).

We recommend taking the two holes out of play in the fall 2021 and rebuilding them on the land currently occupied by the driving range. We anticipate homes-sites to be available beginning spring 2022, while the two newly relocated holes will be playable in early summer 2022.

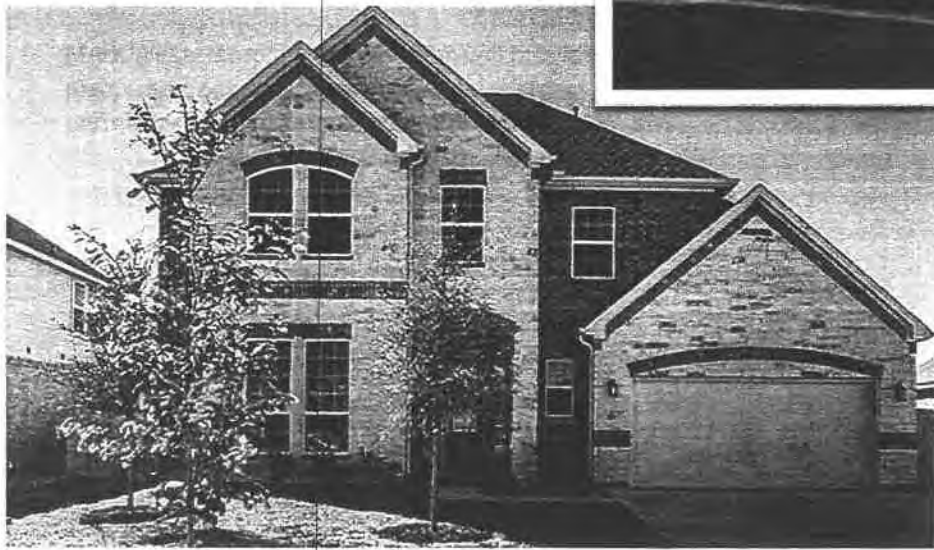
Not only will this project unlock additional revenues for the city, it will also allow the City to retain a valuable amenity for residents to enjoy and to continue providing a destination to attract non-residents to the City to spend their discretionary income. This is not a financial windfall for Landscapes Golf Group, but it would allow for the course to retire debt and provide for a much more sustainable business model as the City of Carter Lake continues to attract residents and visitors that will help drive demand to all businesses in the city, including Shoreline Golf Course.



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DEVELOPMENT CONCEPT



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www.landscapesunlimited.com or find us on Facebook www.facebook.com/FollowLandscapes



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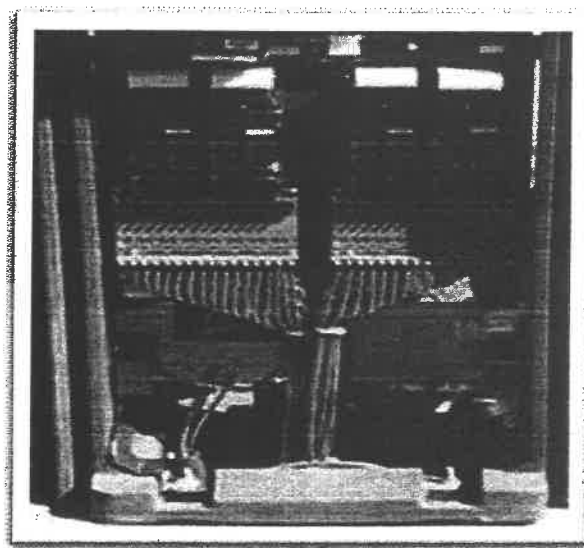
Irrigation Renovation

LU began its history over 40 years ago as an irrigation contractor replacing and servicing systems on existing golf courses. That business soon grew into complete golf course renovations and the construction of new golf courses. The core fundamentals learned in those early years have allowed us to grow our business into what it is today.

The expertise developed over decades of successful irrigation installations allows Landscapes Unlimited to offer valuable insight into the design, installation, management and maintenance of all types of irrigation systems especially as it relates to renovation projects. Because we also own and manage golf courses, we understand the importance of being as invisible as possible during our work so as not to impact the normal operations and play on the golf course. At the end of the project we, like the client, don't want any evidence of us ever being on the course except to notice the beautiful quality turf as a result of a newly installed and very efficient irrigation system.

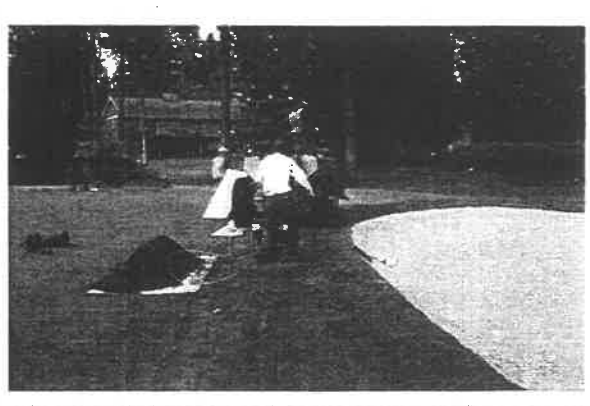
The Landscapes Unlimited irrigation teams and support staff are very knowledgeable with all the latest state-of-the-art products and technology meant to preserve our very precious water resources:

- Precision sprinklers and nozzles
- Satellite, decoder and wireless control systems
- Soil sensor monitoring and weather stations
- Variable frequency drive pump stations
- Long-lasting and durable HDPE piping systems



Irrigation Services

LU is one of the few golf course general contractors in the industry that has its own Irrigation Division whose very skilled and experienced team-members focus solely on irrigation installations on existing courses and new construction courses. LU's irrigation capabilities are highly sought after by Irrigation Consultants and clients across the United States as well as outside the country. To maintain the high performance demanded in quality irrigation installations, LU invests heavily in continued education and training of its irrigation personnel in always striving to perfect their irrigation installation techniques. Like the construction team, the goal is the same for the irrigation team....to be the best in the business.





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Golf Construction | Golf Renovation | Sports & Recreation | Project Development | Irrigation & Infrastructure

SAFETY

We Work Safe

LU's Safety Program is one of the most comprehensive in the industry.

Here is why:

The five categories of the safety program are Communication, Education, Reward and Recognition, Safety Inspections, and New Safety Initiatives. The five categories are derived from the company's Safety Program which was developed and based on Occupational Safety and Health Act (OSHA) guidelines.

Communication is a critical tool utilized by the company to create a continuous awareness about safety among all employees. The company's internal newsletter is utilized monthly to deliver information to all employees with regard to safety and personal wellbeing. Field managers receive regular safety program updates as well as training materials and safety information via e-mail, intra-net, and web based meetings. Compliance reports are provided to senior field managers regularly (weekly, quarterly, and year end) to ensure they are aware of the status of their projects safety activities.

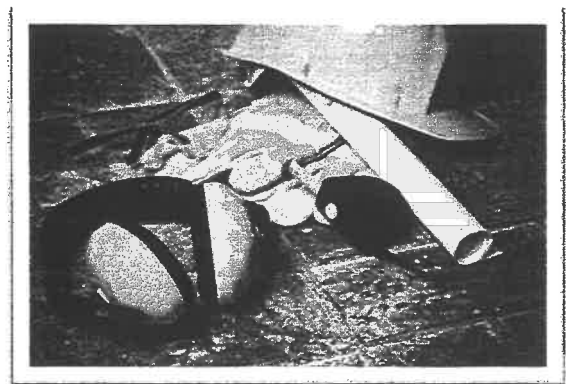
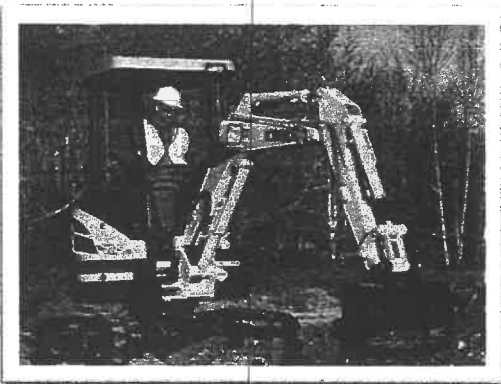
Education of employees is vital to ensure the highest safety standards are maintained throughout the company. All field managers participate annually in extensive safety training.



Tool Box Safety Talks are the cornerstone of the company's field safety training. Weekly, Project Superintendents are required to conduct a training session with all employees on subjects that are relevant to their job site activities.

Reward and Recognition is another critical component of the company's Safety Program. While appropriate reward and recognition is encouraged whenever merited, as an organization, formal recognition is provided to employees in June during National Safety Month.

Safety Inspections are conducted by corporate safety staff on a routine basis to ensure that employees are receiving required safety training, that the information is understood, and that it can be applied. Inspections are also conducted to ensure that job hazard analysis is performed as needed, safety supplies are available, safety policies are followed, and required OSHA postings are in place.





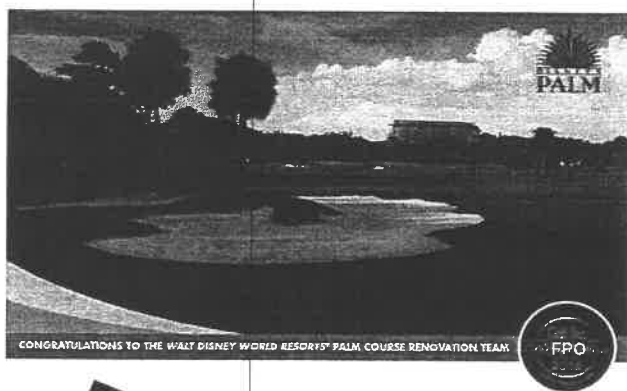
PROVIDING CUSTOMIZED SOLUTIONS FOR THE GOLF INDUSTRY
Golf Course Management | Consulting Services | Facility Review | Construction & Renovation Services

AWARD WINNING

The Nation's Leading Golf Development Company

LU has been fortunate to work on some of the finest golf courses in the world. Many of the courses that LU has constructed have won numerous awards. These include multiple postings in:

- Top 100 – United States
- America's 100 Greatest Public Golf Courses
- Golf Week's Annual Rankings
- Golf Digest's Annual Rankings
- Travel & Leisure's Annual Rankings
- Best New & Best in State
- Golf Industry Magazine Annual Awards
- Multiple other Industry Magazines and Ratings



Judges Comment
"This modern-day interpretation of a golden age classic excels in every way. Especially impressive is the way the canyon has been rebuilt for less intensive maintenance yet added strategic value to the golf holes it impacts."



Shanqin Bay Golf Club, China

1st China Course ever to be on
Golf Magazine's "Top 100"

OUR VALUES BRING US TOGETHER. OUR EXPERTISE SETS US APART.

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www.landscapesunlimited.com



FINANCIAL PROJECTIONS

This proposal creates 74 residential housing lots that could add \$28,000,000 of tax assessable value and over \$11,000,000 of revenue for the local constituencies over the next 17 years. The revenue would come in two forms; 1) increased real estate tax revenue and 2) A commission on each of the 74 lots sold (\$5,000 per lake lot and \$2,500 per golf lot). Specific assumptions and financial information can be seen in the proforma included in the Appendix below.

To bring this project to fruition, there will be substantial upfront costs. Those costs include developing the infrastructure, reconstructing the golf course, project management costs, legal fees, etc. The structure of this proposal requires all those costs to be incurred by the Shoreline Development Team, allowing the added tax revenue discussed above to be provided to the City for no cost and no risk.

Once the project is complete, the roughly \$200,000 of increased annual cash flow would continue into perpetuity and represents more than a 12% increase in total property tax levy revenue for the City.



Appendix

OUR VALUES BRING US TOGETHER. OUR EXPERTISE SETS US APART.
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ORDINANCE NO. 681

**AN ORDINANCE AMENDING THE LAND USE DEVELOPMENT ORDINANCES
ADOPTED BY THE CITY OF CARTER LAKE, IOWA ON AUGUST 28, 2006,**

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

Approved use in C-1 Limited Commercial District shall now include Amend the definition of 307 (a) Agricultural Sales and Services to read as follows:

Establishments or places of business engaged in sale from the premises of feed, feed supplements, grain, fertilizers, farm equipment, pesticides and similar goods or in the provision of agriculturally related services with incidental storage on lots other than where the service is rendered. Or enclosed warehousing including the storage, distribution and handling of feed and feed supplements. Typical uses include nurseries, hay, farm implement dealerships, feed and grain stores, and tree service firms.

And that the TABLE 4-1 "Use Matrix for "Ag Sales/Services" type in the Code shall be amended as an approved use that requires a Conditional Use permit (C) in the C-1 Zoning District.

Passed and approved this _____ day of _____, 2021

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 _____, 2021, I posted true and exact copies of the foregoing ordinance public places to wit: City Hall, Carter Lake Senior Citizens' Center, and Owen Memorial Library all within the limits of the City of Carter Lake, Iowa.

Jackie Carl, City Clerk

TITLE II- COMMUNITY PROTECTION

DIVISION 1 – ADMINISTRATION

CHAPTER 31

FIRE CODE

31.01 Code Adopted

31.02 Administer. Fire Chief, Fire Coordinator and Department Officers

31.01 CODE ADOPTED. The 2009 edition of the International Fire Code, as published by the International Code Council, and on file in the office of the city clerk of the city of Carter Lake, Iowa, be and same is hereby adopted as the fire code of the city of Carter Lake, for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the city of Carter Lake, and providing for the issuance of permits for hazardous uses or operations. Each and all of the regulations, provisions, conditions and terms of the International Fire Code, 2009 edition, are hereby referred to, adopted and made apart hereof as if fully set out in this chapter.

31.02 ADMINISTER. The Chief of the Fire Department, Fire Coordinator and Department Officers of the City fire department shall be the administrator of the Fire Code and enforce its regulations within the City.

TITLE II - COMMUNITY PROTECTION

DIVISION 1 - ADMINISTRATION

CHAPTER 30

FIRE DEPARTMENT

30.01 Establishment and Purpose
30.02 Origination
30.03 Approved by Council
30.04 Training
30.05 Election and Hiring
30.06 Official Duties
30.07 Obedience
30.08 Constitution

30.09 Accidental Injury Insurance
30.10 Liability Insurance
30.11 Calls Outside City
30.12 Mutual Aid
30.13 Authority to Cite Violations
30.14 Emergency Ambulance Service
30.15 Billing for Fire, Hazardous Spills, Rescue Services, and
False Fire Alarms

30.01 ESTABLISHMENT AND PURPOSE. A municipal combination fire department is hereby established to prevent and extinguish fires and to protect lives and property against fires, to promote fire prevention and fire safety and to answer all emergency calls for which there is no other established agency.

(Code of Iowa, Sec. 364.16)

30.02 ORGANIZATION. The fire department consists of the Fire Chief, Officers, Fire Coordinator and other personnel as may be authorized by the City Council.

(Code of Iowa, Sec. 372.13[4])

30.03 APPROVED BY COUNCIL. No person having otherwise qualified shall be appointed or hired to the fire department until any such position is submitted to and approved by a majority of the City Council members.

30.04 TRAINING. All members of the department shall meet the minimum training standards established by the State of Iowa or department SOG's and attend and actively participate in meetings, events and training drills.

(Code of Iowa, Sec. J00B.2[41])

30.05 ELECTION and HIRING. The department may elect a Fire Chief and such other officers and vote on new members as its constitution and bylaws state, but all positions shall be subject to the approval of the City Council. Hired fire department positions need approval of the City Council. In the absence of the Fire Chief or as designated, the officer next in rank or Fire Coordinator shall be in charge and exercise all these powers.

30.06 DUTIES. The Fire Chief, Department Officers and Fire Coordinator shall perform all duties required by SOGs, job descriptions, laws or ordinances, including but not limited to the following below.

(Code of Iowa, Sec. 372.13[4])

1. Enforce Laws. Enforce ordinances, codes and laws regulating fire prevention and the investigation of the cause, origin, circumstances and determination of all fires.
2. Technical Assistance. Upon request, give advice concerning private fire alarm systems, fire extinguishing equipment,
3. Authority at Fires. When in charge of a fire or emergency scenes, direct an operation as necessary to extinguish or control a fire, perform a rescue operation, investigate the existence of a suspected or reported fire, gas leak, emergency medical call or any other hazardous condition, or take any other action deemed necessary in the reasonable performance of the department's duties.

(Code of Iowa, Sec. 102.2)

4. Control of Scenes. Prohibit an individual, vehicle or vessel from approaching any fire or emergency scene and remove from the scene any object, vehicle, vessel or individual that may impede or interfere with the operation of the fire department.

(Code of Iowa, Sec. 102.2)

5. Authority to Barricade. When in charge of a fire or emergency scene, place or erect ropes, guards, barricades or other obstructions across a street, alley, right-of-way, or private property near the location of the fire or emergency so as to prevent accidents or interference with the firefighting efforts of the fire department, to control the scene until any required investigation is complete, or to preserve evidence related to the fire or other emergency.

(Code of Iowa, Sec. 102.3)

6. Command. Be charged with the duty of maintaining the efficiency, discipline and control of the fire department. The members of the fire department shall, at all times, be subject to the direction of the Fire Chief, Officers or Coordinator.

7. Property. Exercise and have full control over the disposition of all fire apparatus, tools, equipment and other property used by or belonging to the City or fire department.

8. Notification. Whenever death, serious bodily injury, or property damage as a result of a fire, or if arson is suspected, notify the State Fire Marshal's Division immediately for consultation. For all other fires causing any damage with response from the Fire Department, the person in charge of the call must file an internal report. The report shall indicate all fire investigation findings and state the name of the owners and occupants of the property at the time of the fire, the value of the property, the estimated total loss to the property, origin of the fire as determined by investigation, and other facts, statistics, and circumstances concerning the fire incidents.

(Code of Iowa, Sec. 100.2 & 100.3)

9. Right of Entry. Have the right, during reasonable hours, to enter any building or premises within The City of Carter Lake, Iowa Fire Departments jurisdiction for the purpose of making such investigation or inspection which under law or ordinance may be necessary to be made and is reasonably necessary to protect the public health, safety and welfare.

(Code of Iowa, Sec. 100.12)

10. Recommendation. Make such recommendations to owners, occupants, caretakers or managers of buildings necessary to eliminate fire or other hazards.

(Code of Iowa, Sec. 100.13)

11. Assist State Fire Marshal. At the request of the State Fire Marshal, and as provided by law, aid the marshal in the performance of duties by investigating, preventing and reporting data pertaining to fires or other investigated scenes.

(Code of Iowa, Sec. 100.4)

12. Records. Cause to be kept records of the fire department personnel, firefighting equipment, depreciation of all equipment and apparatus, the number of responses to alarms, their cause and location, and an analysis of losses by value, type and location of buildings.

13. Reports. Compile and submit to the Mayor and City Council status, reports and activities of the department as requested.

30.07 OBEDIENCE. No person shall willfully fail or refuse to comply with any lawful order or direction of the Fire Chief, department Officers or Coordinator.

30.08 CONSTITUTION. The department may adopt a constitution and bylaws as they deem calculated to accomplish the object contemplated, and such constitution and bylaws and any change or amendment to such constitution and bylaws before being effective, must be approved by the City Council.

30.09 ACCIDENTAL INJURY INSURANCE. The Council shall contract to insure the City against liability for worker's compensation and against statutory liability for the costs of hospitalization, nursing, and medical attention for all fire department members injured in the performance of their duties as: fire department members whether within or outside the corporate limits of the city. All fire department members shall be covered by the contract.

(Code of Iowa, Sec. 85.2, 85.61 and Sec. 410.18)

30.10 LIABILITY INSURANCE. The Council shall contract to insure against liability of the City or members of the fire department for injuries, death or property damage arising out of and resulting from the performance of departmental duties within or outside the corporate limits of the City.

(Code of Iowa, Sec. 670.2 & 517A.1)

30.11 CALLS OUTSIDE CITY. The department shall answer calls to fires and other emergencies outside the City limits if the Fire Chief, an Officer or the Coordinator determines that such emergency exists and that such action will not endanger persons and property within the City limits.

(Code of Iowa, Sec. 364.4 [2 & 31])

30.12 MUTUAL AID. Subject to approval by resolution of the City Council, the fire department may enter into mutual aid agreements with other legally constituted fire departments. Copies of any such agreements shall be filed with the Clerk and copies kept at the fire department.

(Code of Iowa, Sec. 364.4 [2 & 31])

30.13 AUTHORITY TO CITE VIOLATIONS. Fire officials acting under the authority of Chapter 100 of the *Code of Iowa* may issue citations in accordance to Chapter 805 of the *Code of Iowa*, for violations of state and/or local fire safety regulations.

(Code of Iowa, Sec. 100.41)

30.14 EMERGENCY AMBULANCE SERVICE. The department is authorized to provide emergency ambulance or rescue services, and the accidental injury and liability insurance provided for herein shall include such operation.

30.15 BILLING FOR FIRE CALLS, EMS SERVICES, AND FALSE FIRE ALARMS.

1. The Mayor or Council, on behalf of the Fire Department, may enter into contracts/agreements with others to do the billing for fires, fire alarms, hazardous spills and EMS (rescue) services.
2. No individual taxpayer living within the City shall be billed any amount in excess of what their insurance policy may pay.
3. Rates that may be charged by the Fire Department shall be established by resolution of the Council, reviewed periodically, and may be adjusted by resolution of the Council.
4. All income from billings shall be deposited into the general fund (CIP) of the City to be used for the Fire Department for the replacement of apparatus, equipment, supplies or other operational costs.
5. For Hazardous Material calls, the "responsible person" shall be held liable for all response and cleanup costs or fees incurred for that said incident. Reference the Hazard Material Ordinance.
6. Any individual or entity making a false fire alarm within the City shall be subject to the following service fees:

One per calendar year.....no charge

Two per calendar year \$100.00

Three or more per calendar year \$250.00

For purposes of this subsection, a false fire alarm shall include any alarm that results in a service call by the Carter Lake Fire Department in situations that would not otherwise have required the Fire Department to respond. A violation of this section shall be punishable as a municipal infraction subject to the procedures and penalties set forth in Chapter 8 of this Code of Ordinances.

[The next page is 171]

CARTER LAKE, IOWA

HAZARD MATERIAL ORDINANCE

Purpose.

This Policy was created and adopted to protect and reduce the danger to public health, city and private properties, city response, safety and welfare of its citizens from the spills of hazardous substances. This Policy was created, adopted and will be legally enforced. This Policy also establishes the Cities response and responsibility for the removal and cleanup of spills within the City of Carter Lake, Iowa city limits.

Definitions.

For the purpose of this Policy, these words have the following meanings:

- (1) "Cleanup" means action necessary to contain, collect, control, identify, analyze, clean up, treat, disperse, remove, or dispose of a hazardous substance or hazardous waste.
- (2) "Hazardous condition" means any situation involving the actual, imminent or probable spillage, leakage, or release of a hazardous substance or hazardous waste onto the land, into the water, or into the atmosphere which creates an immediate or potential danger to the public health or safety.
- (3) "Hazardous substance" means any substance or mixture of substances that presents a danger to the public health or safety and includes, but is not limited to, a substance that is toxic, corrosive, or flammable, or that is an irritant or that generates pressure through decomposition, heat, or other means. "Hazardous substance" may include any hazardous waste identified or listed by the administrator of the United States Environmental Protection Agency under the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976, or any toxic pollutant listed under Section 307 of the Federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous substance designated under Section 311 of the Federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous material designed by the secretary of transportation under the Hazardous Materials Transportation Act.
- (4) "Hazardous waste" means a waste or combination of wastes that, because of its quantity, concentration, biological degradation, leaching from precipitation, or physical, chemical, or infectious characteristics, has either of the following effects:
 - (a) Causes or significantly contributes to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or
 - (b) Poses a substantial danger to human health or the environment. "Hazardous waste" may include, but is not limited to, wastes that are toxic, corrosive, or flammable or irritants, strong sensitizers or explosives.

- (5) "Hazardous waste" may also include:
 - (a) Agricultural wastes, including manures and crop residues that are returned to the soil as fertilizers or soil conditioners;
 - (b) Source, special nuclear, or by-product material as defined in the Atomic Energy Act of 1954, as amended to January 1, 1979.
- (6) "Person" means individual, corporation, firm, involved employer, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, or any other legal entity.
- (7) "Responsible person" means a person who at any time produces, handles, stores, uses, transports, refines, or disposes of a hazardous substance or hazardous waste, the release of which creates a hazardous condition, including bailees, carriers, and any other person in control of a hazardous substance or hazardous waste when a hazardous condition occurs, whether the person owns the hazardous substance or waste or is operating under a lease, contract, or other agreement with the legal owner of the hazardous substance or waste.

Cleanup required.

- (a) Whenever a hazardous condition is created so that a hazardous substance may enter the environment or be emitted into the air or discharged into any waters, including ground waters, the responsible person shall cause the condition to be remedied by a cleanup as rapidly as feasible to an acceptable safe condition, and restore the affected area to its state prior to the hazardous condition as far as practicable. The cost of cleanup shall be borne by the responsible person.
- (b) If the responsible person does not cause the cleanup to begin in a reasonable time in relation to the hazard and circumstances of the incident, the city may, by authorization of the mayor or his/her designee, give reasonable notice based on the character of the hazardous condition, setting a deadline for commencing and accomplishing the cleanup, or the city may proceed to procure cleanup services. If the cost of the cleanup is beyond the capacity of the city to finance, the mayor or his/her designee may report to the city council and immediately seek any state or federal funds available for such cleanup.

Liability for cleanup costs.

The responsible person will be strictly liable to the city for all of the following:

- (1) The reasonable costs incurred by the city in containing and/or controlling a hazardous condition;
- (2) The reasonable cleanup costs incurred by the city as a result of the failure of the person to clean up a hazardous substance or waste involved in a hazardous condition caused by that person;

- (3) The reasonable costs incurred by the city to evacuate people from the area threatened by a hazardous condition caused by the person;
- (4) The reasonable damages to the city for the injury to, destruction of, or loss of city property, including parks and roads, resulting from a hazardous condition caused by that person, including the costs of assessing the injury, destruction, or loss.
- (5) The costs referenced above shall be as determined by the City Clerk and Fire Chief for: manpower, apparatus, ambulance/rescue squad, command vehicle or utility truck, supplies and outside services, mileage, and decontamination, repairs, replacement, maintenance of equipment, apparatus, gear or supplies, plus a reasonable administrative fee. It is unlawful for any responsible person to fail to pay a billing for such services within thirty (30) days of receipt therefore.

Notifications.

- (a) A person manufacturing, storing, handling, transporting, or disposing of a hazardous substance or waste shall notify the Carter Lake fire chief and 911 of the occurrences of a hazardous condition as soon as possible, but no later than 5 minutes after the onset of the hazardous condition or discovery of the hazardous condition. The fire chief shall notify the proper Mutual Aid, local, state or federal offices in the manner established by the state or SOGs.
- (b) Any city employee who discovers a hazardous condition shall call 911 or notify the fire department, which shall notify the proper Mutual Aid, local, state or federal offices in the manner established by the state or SOGs.

Police and Fire authority.

If the circumstances reasonably so require, the Carter Lake fire chief and/or police chief, or their department representative(s), may:

- (1) Evacuate persons, even from their homes, to areas away from the site of a hazardous condition; and
- (2) Establish perimeters or other boundaries at or near the site of a hazardous condition and limit access to cleanup personnel.

No person shall disobey an order of the police chief or fire chief or any other authorized fire personnel, deputy or peace officer/law enforcement officer issued under this section.

Response.

Dispatched City services have a duty to respond to all calls requested for hazardous material incidents. Dispatched City services also have a duty to use or notify all additional resources when needed including but not limited to mutual aid, local, city, county, state or federal assistance when required.

City liability.

The city of Carter Lake shall not be liable to any person for claims of damages, injuries, or losses resulting from any hazardous condition. Except, if the city is the responsible person.

Penalty.

Any person found guilty of a violation of the provisions of this policy shall, upon conviction, may be subject to the penalty under Local, City, State or Federal laws. Each day that a violation is allowed to continue shall constitute a separate and distinct violation. At the discretion of the city attorney, any violation of the provisions of this ordinance may be pursued as a municipal infraction in lieu of criminal prosecution.

Report of Opening of Construction Bids

A public meeting was held at 4:00 P.M., on July 26, 2021, at the City Hall, 950 Locust Street, Carter Lake, Iowa, presided over by the City Clerk of the City of Carter Lake, State of Iowa.

Present were:

The City Clerk thereupon announced that a purpose of this meeting was to receive, open and tabulate bids for the construction of the Carter Lake Community Center Project, in accordance with the plans and specifications heretofore filed with the Clerk. The following bids were thereupon received, opened, inspected and tabulated, to-wit:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
-----------------------------------	----------------------

Whereupon the City Clerk declared that all bids have been received and that the City Council will consider and act on the bids at its meeting as provided in the notice to bidders heretofore posted.

City Clerk

ATTEST:

City Clerk

ITEMS TO INCLUDE ON AGENDA

CITY OF CARTER LAKE, IOWA

Construction of the Carter Lake Community Center Project.

- Consideration of construction bids.
- Resolution making award of construction contract.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

August 16, 2021

The City Council of the City of Carter Lake, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Whereupon, there was received and filed the City Clerk or her designee's report of the bids received on July 26, 2021, at 4:00 P.M., and publicly opened pursuant to the resolution of the Council and notice duly posted for construction of certain public improvements described in general as the Carter Lake Community Center Project, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE CARTER LAKE COMMUNITY CENTER PROJECT", and moved:

- ☐ that the Resolution be adopted.
- ☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2021, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE CARTER LAKE COMMUNITY
CENTER PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Carter Lake Community Center Project, described in the plans and specifications heretofore adopted by this Council on July 19, 2021, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: _____ of _____

Amount of bid: _____

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 16th day of August, 2021.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

I, the undersigned City Clerk of the City of Carter Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2021.

City Clerk, City of Carter Lake, State of Iowa

(SEAL)

ITEM TO INCLUDE ON AGENDA

CITY OF CARTER LAKE, IOWA

- Resolution approving construction contract and bond for the construction of the Carter Lake Community Center Project.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

_____, 2021

The City Council of the City of Carter Lake, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE CARTER LAKE COMMUNITY CENTER PROJECT", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE CARTER LAKE COMMUNITY CENTER
PROJECT

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Carter Lake Community Center Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: _____ of _____

Amount of bid: _____

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

I, the undersigned City Clerk of the City of Carter Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2021.

City Clerk, City of Carter Lake, State of Iowa

(SEAL)

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Carter Lake, Iowa
950 Locust Street
Carter Lake, IA 51510
Ron Cumberledge, Mayor
Jackie Carl, City Clerk

and the Contractor:
(Name, legal status, address and other information)

Rogge General Contractors, inc.
6101 South 58th Street Suite A
Lincoln, NE 68516
Randy Rogge President

for the following Project:
(Name, location and detailed description)

Carter Lake Community Center
1120 Willow Dr
Carter Lake, IA 51510

The Architect:
(Name, legal status, address and other information)

TACKarchitects, Inc., Subchapter S Corporation
2922 N 61st Street, Studio 1
Omaha, NE 68104
Telephone Number: 402-505-9778

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows: Work may commence upon receipt by the Contractor of a written "Notice to Proceed." In the absence of a written "Notice to Proceed" work may start as soon as the Contractor has filed with the Owner the required bonds and certificate of insurance and have received a copy of the fully executed contract.

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

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User Notes:

(1818580278)

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: August 17, 2022 and Final Completion of all punch list items shall be achieved within 30 days of Substantial Completion or no later than September 17, 2022.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be four million two hundred eighty five thousand six hundred fifty dollars and 00 (\$ 4,285,650.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1 North Entrance Canopy	\$135,605.00
Alternate #2 Existing Library RR Renovations	\$42,145.00
Alternate #3 Existing Library Lighting Upgrade	\$40,900.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Init.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: five (5) percent.

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage to be reduced in accordance with the laws of the State of Iowa, as applicable.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than thirty-one (31) days following approval and final acceptance of the Project by the City Council (Owner) upon receipt and review of the Architect's Certificate and Recommendation for Final Payment.

Final payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other required closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

CBRE – Paul Cox & Sam Garden
11213 Davenport St, Suite 300
Omaha, NE 68154
402-557-6017
paul.cox@cbre.com

Init.

sam.garden@cbre.com

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Randy Rogge
President
Rogge General Contractors, Inc.
6101 South 58th Street Suite A
Lincoln, NE 68516
rrogge@roggeinc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not applicable.

§ 8.7 Other provisions:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (Indemnitees) from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from or in connection with the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Not applicable

5 Drawings

Number	Title	Date
Seventy-One Sheets	Carter Lake Community Center Construction Documents	6/11/2021

6 Specifications

Section	Title	Date	Pages
Volume One & Two	Carter Lake Community Center Project Manual-Volumes One & Two	6/11/2021	Volume One-492 pages Volume Two-348 pages

7 Addenda, if any:

Number	Date	Pages
Addendum A	July 1, 2021	12
Addendum B	July 8, 2021	41
Addendum C	July 21, 2021	10
Addendum D	July 22, 2021	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Init.

Performance Bond
Payment Bond

Equal to 100% of the Contract Amount
Equal to 100% of the Contract Amount

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)



Randy Rogers - President
(Printed name and title)

Init.

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User Notes:

(1818580278)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:57:39 ET on 08/12/2021.

PAGE 1

City of Carter Lake, Iowa
950 Locust Street
Carter Lake, IA 51510
Ron Cumberledge, Mayor
Jackie Carl, City Clerk

...

Rogge General Contractors, inc.
6101 South 58th Street Suite A
Lincoln, NE 68516
Randy Rogge President

...

Carter Lake Community Center
1120 Willow Dr
Carter Lake, IA 51510

...

TACKarchitects, Inc., Subchapter S Corporation
2922 N 61st Street, Studio 1
Omaha, NE 68104
Telephone Number: 402-505-9778

PAGE 2

- [X] Established as follows: Work may commence upon receipt by the Contractor of a written "Notice to Proceed." In the absence of a written "Notice to Proceed" work may start as soon as the Contractor has filed with the Owner the required bonds and certificate of insurance and have received a copy of the fully executed contract.

PAGE 3

- [X] By the following date: August 17, 2022 and Final Completion of all punch list items shall be achieved within 30 days of Substantial Completion or no later than September 17, 2022.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be four million two hundred eighty five thousand six hundred fifty dollars and 00 (\$ 4,285,650.00), subject to additions and deductions as provided in the Contract Documents.

<u>Alternate #1 North Entrance Canopy</u>	<u>\$135,605.00</u>
<u>Alternate #2 Existing Library RR</u>	<u>\$42,145.00</u>
<u>Renovations</u>	
<u>Alternate #3 Existing Library Lighting</u>	<u>\$40,900.00</u>
<u>Upgrade</u>	

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 5

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: five (5) percent.

...

Retainage to be reduced in accordance with the laws of the State of Iowa, as applicable.

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~ thirty-one (31) days following approval and final acceptance of the Project by the City Council (Owner) upon receipt and review of the Architect's Certificate and Recommendation for Final Payment.

Final payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other required closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

...

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate ~~stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

(Insert rate of interest agreed upon, if any.) equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

PAGE 6

[X] Litigation in a court of competent jurisdiction

...

CBRE – Paul Cox & Sam Garden
11213 Davenport St, Suite 300
Omaha, NE 68154
402-557-6017
paul.cox@cbre.com
sam.garden@cbre.com

PAGE 7

Randy Rogge

President
Rogge General Contractors, Inc.
6101 South 58th Street Suite A
Lincoln, NE 68516
rrogge@roggeinc.com

...

Not applicable.

...

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (Indemnitees) from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from or in connection with the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

PAGE 8

Not applicable

...

<u>Seventy-One Sheets</u>	<u>Carter Lake Community Center Construction Documents</u>	<u>6/11/2021</u>
---------------------------	--	------------------

...

<u>Volume One & Two</u>	<u>Carter Lake Community Center Project Manual- Volumes One & Two</u>	<u>6/11/2021</u>	<u>Volume One- 492 pages Volume Two- 348 pages</u>
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...

<u>Addendum A</u>	<u>July 1, 2021</u>	<u>12</u>
<u>Addendum B</u>	<u>July 8, 2021</u>	<u>41</u>
<u>Addendum C</u>	<u>July 21, 2021</u>	<u>10</u>
<u>Addendum D</u>	<u>July 22, 2021</u>	<u>2</u>

PAGE 9

<u>Performance Bond</u>	<u>Equal to 100% of the Contract Amount</u>
<u>Payment Bond</u>	<u>Equal to 100% of the Contract Amount</u>

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, J. Christopher Houston, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:57:39 ET on 08/12/2021 under Order No. 7506438216 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

POTENTIAL PROJECT COST AND ANTICIPATED FUNDING

POTENTIAL Construction Cost for 15,585 square feet	
Professional Services per contracts (TACK and CBRE)	\$ 417,207.00
Construction Bid from Rogge	\$ 4,067,000.00
Furniture Fixtures & Equipment	\$ 315,793.00
Owner Contingency	\$ 200,000.00
Max Alternative Option	\$ -
Estimated Project Expenses \$ 5,000,000.00	

Anticipated Funding to be secured by June 2021		
Loan Proceeds	\$ 2,000,000.00	
Community Center Savings (total)	\$ 1,403,562.47	Total Savings 1,630,362.47
Estimated Hotel Motel Tax Revenue (est. receipts up to 6/30/2022)	\$ 150,000.00	
Cell Tower Lease prepayment in savings	\$ 76,800.00	
* 2021 Budget transfer from General Fund 6/30/2021		
Ponca Tribe - community development (receipts after 7/2021)	\$ 125,000.00	Tribal Total 1,961,200.00
Ponca Tribe - in lieu of property tax (receipts after 07/21)	\$ 400,000.00	
Gaming Funds - Savings Balance (balance 06/2021)	\$ 1,436,200.00	
Anticipated Revenue for project	\$ 5,591,562.47	

Estimated Annual Cost (Maintenance and Loan)	
Operations and Maintenance paid with Hotel Motel Tax revenues	\$ 150,000.00
Annual Loan payments	\$ 400,000.00

*** June 2020 the Locust Street construction loan will be paid off. The Council anticipates reserving these funds for the annual loan payments for the Community Center construction. Estimate \$400,000.

ESTIMATE OF FUNDS NEEDED
FOR
30-Day Period Commencing

Name of Borrower _____

Items	Amount of Funds
Development	\$
Contract or Job No. _____	
Contract or Job No. _____	
Contract or Job No. _____	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other Part200 Audit	
TOTAL	\$

Prepared by _____
Name of Borrower

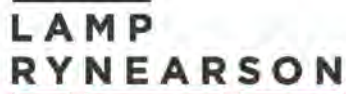
By _____

Date _____

Approved by _____

Date _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

October 27, 2020

Invoice No: 0118183.02 - 0000001

CITY OF CARTER LAKE
950 LOCUST STREET
CARTER LAKE, IA 51510

Project 0118183.02 CITY OF CARTER LAKE - SEWER IMPROVEMENT

Professional Services through October 10, 2020

Task 001 PRELIMINARY DESIGN

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount
Principal I			
McIntosh, Michael	3.00	224.00	672.00
Senior Project Engineer III			
Oswald, Scott	9.50	148.00	1,406.00
Senior Project Engineer II			
Buckland, Cody	5.50	129.00	709.50
Project Engineer I			
Ward, Natalija	1.00	88.00	88.00
3D Application Specialist IV			
DeBoer, Michael	3.60	124.00	<u>446.40</u>
Total Labor			3,321.90
Total this Task			\$3,321.90

TOTAL INVOICE AMOUNT **\$3,321.90**

Terms: Due Upon Receipt



14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
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LampRynearson.com

December 4, 2020

Invoice No: 0118183.02 - 0000002

CITY OF CARTER LAKE
950 LOCUST STREET
CARTER LAKE, IA 51510

Project 0118183.02 CITY OF CARTER LAKE - SEWER IMPROVEMENT

Professional Services through November 7, 2020

Task 001 PRELIMINARY DESIGN

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount
Principal I			
McIntosh, Michael	4.50	224.00	1,008.00
Senior Project Engineer III			
Oswald, Scott	29.80	148.00	4,410.40
Senior Project Engineer II			
Buckland, Cody	.30	129.00	38.70
Project Engineer I			
Ward, Natalija	8.00	88.00	704.00
Engineering Technician III			
Keller, Rick	5.20	89.00	<u>462.80</u>
Total Labor			6,623.90
Total this Task			\$6,623.90

TOTAL INVOICE AMOUNT **\$6,623.90**

Terms: Due Upon Receipt



14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
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LampRynearson.com

December 24, 2020

Invoice No: 0118183.02 - 0000003

City of Carter Lake
950 Locust Street
Carter Lake, IA 51510

Project 0118183.02 City of Carter Lake - Sewer Improvement

Professional Services through December 5, 2020

Task 001 Preliminary Design

Total Labor Billed

	Hours	Rate	Amount
Principal I			
McIntosh, Michael	5.50	224.00	1,232.00
Senior Project Engineer III			
Oswald, Scott	25.30	148.00	3,744.40
Senior Project Engineer II			
Buckland, Cody	1.50	129.00	193.50
Project Engineer I			
Ward, Natalija	7.70	88.00	677.60
Total Labor			5,847.50
		Total this Task	\$5,847.50
		Total this Invoice	<u>\$5,847.50</u>



14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
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LampRynearson.com

January 22, 2021

Invoice No: 0118183.02 - 0000004

City of Carter Lake
950 Locust Street
Carter Lake, IA 51510

Project 0118183.02 City of Carter Lake - Sewer Improvement

Professional Services through January 9, 2021

Task 001 Preliminary Design

Total Labor Billed

	Hours	Rate	Amount	
Principal I				
McIntosh, Michael	10.50	224.00	2,352.00	
Senior Project Engineer III				
Oswald, Scott	13.50	148.00	1,998.00	
Senior Project Engineer II				
Buckland, Cody	.50	129.00	64.50	
Project Engineer I				
Ward, Natalija	8.00	88.00	704.00	
Total Labor				5,118.50
		Total this Task		\$5,118.50

Task 002 Final Design

Total Labor Billed

	Hours	Rate	Amount	
Senior Project Engineer III				
Oswald, Scott	15.50	148.00	2,294.00	
Senior Project Engineer II				
Buckland, Cody	.50	129.00	64.50	
Project Engineer I				
Ward, Natalija	.50	88.00	44.00	
Senior Construction Engineer V				
McIvor, David	.50	173.00	86.50	
3D Application Specialist IV				
DeBoer, Michael	2.00	124.00	248.00	
Total Labor				2,737.00
		Total this Task		\$2,737.00
		Total this Invoice		\$7,855.50

Outstanding Invoices

Number	Date	Balance
0000003	12/29/2020	5,847.50
Total		5,847.50



14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
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LampRynearson.com

February 26, 2021

Invoice No: 0118183.02 - 0000005

CITY OF CARTER LAKE
950 LOCUST STREET
CARTER LAKE, IA 51510

Project 0118183.02 CITY OF CARTER LAKE - SEWER IMPROVEMENT

Professional Services through February 6, 2021

Task 002 FINAL DESIGN

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount
Principal I			
McIntosh, Michael	8.50	224.00	1,904.00
Senior Project Engineer IV			
Pollard, Ken	1.50	162.00	243.00
Senior Project Engineer III			
Oswald, Scott	15.50	148.00	2,294.00
Senior Project Engineer II			
Buckland, Cody	1.80	129.00	232.20
Project Engineer I			
Ward, Natalija	8.00	88.00	704.00
Total Labor			5,377.20
Total Reimbursables			115.00
Total this Task			\$5,492.20

TOTAL INVOICE AMOUNT **\$5,492.20**

Outstanding Invoices

Number	Date	Balance
0000004	1/22/2021	<u>7,855.50</u>
Total		7,855.50

Terms: Due Upon Receipt



14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
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LampRynearson.com

March 29, 2021

Invoice No: 0118183.02 - 0000006

City of Carter Lake
950 Locust Street
Carter Lake, IA 51510

Project 0118183.02 City of Carter Lake - Sewer Improvement

Professional Services through March 6, 2021

Task 001 Preliminary Design

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount	
3D Application Specialist IV				
DeBoer, Michael	2.30	124.00	285.20	
Totals	2.30		285.20	
Total Labor				285.20
		Total this Task		\$285.20

Task 002 Final Design

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount	
Principal I				
McIntosh, Michael	5.00	224.00	1,120.00	
Senior Project Engineer IV				
Pollard, Ken	2.80	162.00	453.60	
Senior Project Engineer III				
Oswald, Scott	4.20	148.00	621.60	
Project Administrator II				
Pennell, Kayla	1.50	81.00	121.50	
Totals	13.50		2,316.70	
Total Labor				2,316.70
		Total this Task		\$2,316.70

TOTAL INVOICE AMOUNT \$2,601.90

Outstanding Invoices

Number	Date	Balance
0000004	1/22/2021	7,855.50
Total		7,855.50

Terms: Due Upon Receipt



14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRyneearson.com

April 28, 2021

Invoice No: 0118183.02 - 0000007
<Draft>

City of Carter Lake
950 Locust Street
Carter Lake, IA 51510

Project 0118183.02 City of Carter Lake - Sewer Improvement

Professional Services through April 10, 2021

Task 002 Final Design

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount	
Principal II				
McIntosh, Michael	5.50	243.00	1,336.50	
Principal I				
McIntosh, Michael	8.50	224.00	1,904.00	
Senior Project Engineer IV				
Oswald, Scott	.50	173.00	86.50	
Pollard, Ken	5.00	162.00	810.00	
Senior Project Engineer III				
Oswald, Scott	14.80	148.00	2,190.40	
Project Engineer I				
Ward, Natalija	1.50	88.00	132.00	
Totals	35.80		6,459.40	
Total Labor				6,459.40
Reimbursable Expenses				
Mileage/Fuel/Auto Rental			24.43	
Total Reimbursables			24.43	24.43
Total this Task				\$6,483.83

Task 003 Bidding

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount	
Project Administrator II				
Pennell, Kayla	3.60	81.00	291.60	
Totals	3.60		291.60	
Total Labor				291.60
Total this Task				\$291.60
TOTAL INVOICE AMOUNT				\$6,775.43

Outstanding Invoices

Number	Date	Balance
0000004	1/22/2021	7,855.50
Total		7,855.50

Terms: Due Upon Receipt



14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRyneearson.com

May 25, 2021

Invoice No: 0118183.02 - 0000008

City of Carter Lake
950 Locust Street
Carter Lake, IA 51510

Project 0118183.02 City of Carter Lake - Sewer Improvement

Professional Services through May 31, 2021

Task 002 Final Design

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount	
Principal II				
McIntosh, Michael	4.00	243.00	972.00	
Senior Project Engineer IV				
Oswald, Scott	2.00	173.00	346.00	
Project Administrator III				
Pennell, Kayla	1.50	95.00	142.50	
Totals	7.50		1,460.50	
Total Labor				1,460.50
		Total this Task		\$1,460.50

Task 003 Bidding

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount	
Principal V				
Wawers, Brett	.30	316.00	94.80	
Principal II				
McIntosh, Michael	16.50	243.00	4,009.50	
Senior Project Engineer IV				
Oswald, Scott	8.80	173.00	1,522.40	
Project Administrator III				
Pennell, Kayla	5.00	95.00	475.00	
Senior Construction Engineer IV				
Kratky, Bryan	1.00	167.00	167.00	
Totals	31.60		6,268.70	
Total Labor				6,268.70
		Total this Task		\$6,268.70

TOTAL INVOICE AMOUNT \$7,729.20

Outstanding Invoices

Number	Date	Balance
0000007	5/4/2021	6,775.43
Total		6,775.43

Terms: Due Upon Receipt



14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRyneearson.com

June 16, 2021

Invoice No: 0118183.02 - 0000009

City of Carter Lake
950 Locust Street
Carter Lake, IA 51510

Project 0118183.02 City of Carter Lake - Sewer Improvement

Professional Services through June 5, 2021

Task 003 Bidding

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount	
Principal V				
Wawers, Brett	.20	316.00	63.20	
Principal II				
McIntosh, Michael	23.50	243.00	5,710.50	
Oetken, David	1.60	243.00	388.80	
Project Administrator III				
Pennell, Kayla	1.10	95.00	104.50	
Totals	26.40		6,267.00	
Total Labor				6,267.00
Reimbursable Expenses				
Mileage/Fuel/Auto Rental			25.08	
Total Reimbursables			25.08	25.08
			Total this Task	\$6,292.08

Task 004 Construction Administration

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount	
Senior Construction Engineer IV				
Kratky, Bryan	2.60	167.00	434.20	
Administrative Assistant II				
Geneski, Crystal	1.50	61.00	91.50	
Totals	4.10		525.70	
Total Labor				525.70
			Total this Task	\$525.70

TOTAL INVOICE AMOUNT \$6,817.78

Outstanding Invoices

Number	Date	Balance
0000007	5/4/2021	6,775.43
0000008	5/28/2021	7,729.20
Total		14,504.63

Terms: Due Upon Receipt

RESOLUTION NO. 2021-

A RESOLUTION TO AUTHORIZE FUND BALANCE TRANSFERS:

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

The City Clerk is hereby authorized to transfer the following fund cash balances for the following reasons:

- 1. \$238,762 from Local Option Sales Tax to Debt Service as proposed in the budget to cover the City Hall debt payment.**
- 2. \$45,524.66 from Emergency Fund Balance to General Fund as proposed in the budget for property tax relief.**
- 3. \$25,000 from General Fund to Garbage Fund for city cleanup.**
- 4. \$840,000 from Casino Fund to Community Center fund for construction project.**
- 5. \$12,884.00 from General Fund to Library CIP, the balance of unexpended budget.**
- 6. \$10,000 from Urban Renewal #1T to Urban Renewal #5. TIF funds for payment on developer agreements.**
- 7. \$10,000 from Urban Renewal #1NT to Urban Renewal #5. TIF funds for payment on developer agreements.**

Passed and approved this 16th day of August 2021

Ron Cumberledge, Mayor

ATTEST:

Jackie Carl, City Clerk

City of Carter Lake, Iowa Safety Manual

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City of Carter Lake

Management Statement of Safety Policy

The success of the ***City of Carter Lake*** depends upon our efficient use of resources to produce a high-quality product for the citizens of our community. Our most important resource is our employees. To protect this resource, we are committed to providing a safe and healthful workplace for all employees by establishing and maintaining an effective safety and health program. We consider safety to be a core value of our organization's operations.

The occupational safety program of ***City of Carter Lake*** is organized to give each department responsibility for the accident prevention program. All employees at all levels of our workforce are directed to make safety a matter of continuing concern, equal in importance to all other operational considerations. We are all expected to cooperate in implementing safety practices and to adopt the concept that the safe way to perform a task is the most efficient, and the only acceptable way to perform it.

Safety Responsibilities

Safety Coordinator Responsibilities:

The Safety Coordinator is responsible for managing the loss control process by:

1. Establishing and implementing supervisor and employee training, written policies and procedures that help ensure a safe workplace and compliance with applicable OSHA standards.
2. Maintaining record keeping as required by OSHA.
3. Participating on the City of Carter Lake Safety Committee.
4. Acting as a liaison between management, the safety committee, and outside safety resources.
5. Assessing workplace hazards to identify needed controls.
6. Review losses for potential trends on a regular basis.

Department Manager Responsibilities:

Management is responsible for providing a place of employment that is free from recognized hazards that could result in injuries or accidents. Other safety responsibilities for managers include:

1. Provide leadership and direction concerning safety activities. Familiarize yourself with and enforce the safety rules and regulations that have been established by applicable local, state and federal organizations. These regulations are intended to set minimum standards for safety and the contents of the regulations should be enforced as minimum safety requirements for all activities on City of Carter Lake's worksites and facilities.
2. Correct all reported hazards. Operating under known hazardous conditions will not be tolerated.
3. Participate in completing the New Employee Safety Orientation Process for all new employees in their department.
4. Do not permit new or inexperienced employees under your supervision to work with power tools, machinery or complex equipment without proper instruction and training.
5. Give adequate instructions. Do not assume that an employee knows how to do a job unless you personally have knowledge that the person can perform the task correctly.
6. Ensure tools, equipment and machinery being used in the workplace is in proper working condition. Do not allow the use of unsafe tools or equipment under any circumstances.
7. Ensure that proper personal protective equipment is available and used by employees when necessary or required.
8. Always set a good example in safety, such as wearing the proper safety equipment (safety glasses, hard hats, etc.), following policies/procedures, using seat belts, etc.

9. Consistently enforce the requirements of the organization's safety program and any associated rules or policies.
10. Encourage safety suggestions from employees under your supervision.
11. Obtain prompt first aid for injured employees.
12. Participate in accident or incident investigations involving your employees.
13. Conduct audits of all work areas and facilities on a regular basis in an effort to improve housekeeping, eliminate unsafe conditions and encourage safe work practices.

Employee Safety Responsibilities:

All employees carry a certain amount of responsibility in any safety program. You must be aware that your actions, mental state, physical condition, and attitude directly affect the safety of yourself and your fellow employees. All employees are expected to:

1. Know your job, follow instructions, and think before you act.
2. Use protective equipment (eye protection, hard hats, gloves, etc.), as the job requires.
3. Work according to good safety practices as posted, instructed, and/or discussed.
4. Refrain from any unsafe act that might endanger yourself or your fellow workers.
5. Use all safety devices provided for your protection.
6. Report any unsafe situation or act to your supervisor immediately.
7. Assume responsibility for thoughtless or deliberate acts that may cause injury to yourself or your fellow workers.
8. Abide by all policies, procedures, rules, etc. associated with the **City of Carter Lake's** Safety Program.
9. Never operate equipment that you are unfamiliar with or not trained to use. Also, equipment that is defective or in need of repair shall not be used and must be reported to your supervisor.
10. Report all accidents/incidents to your supervisor as soon as they occur. Failure to report any injury or incident may be cause for disciplinary action including termination.

Safety Committee:

The Safety Committee will consist of 3-4 personnel from various departments including the Safety Coordinator. Members will be chosen as needed to fill positions. Successors will be appointed by the Safety Coordinator. Members of the committee should be chosen from those employees recognized for their good work, are safety conscious and have familiarity with the overall work area and equipment.

The purpose of the Safety Committee is to identify opportunities for eliminating or controlling actual and potential causes of work-related accidents, focusing on achieving a goal of zero-related accidents, focusing on achieving a goal of zero-accidents.

The committee will have the following responsibilities:

1. The committee will meet monthly (the first Wednesday of each month at 1:00 PM) with minutes of each meeting recorded.
2. Review accident/injury investigation reports from all departments to see if corrective measures need to be implemented.
3. Ensure that quarterly inspections are conducted in each department's work areas, tools and equipment to identify safety hazards and recommend ways to correct hazards.
4. Coordinate the development of safety rules and safe work methods.
5. Identify safety training needs for supervisors and employees and facilitate completing of such training.
6. Minutes of the Safety Committee meetings will be recorded and distributed to the Mayor, Council members, department managers, committee members, and all other employees. Copies also will be available in each department.

Medical Emergency Procedures

The following actions should be taken in the event of a medical emergency:

1. Call **911**.
2. Make sure site is safe before providing assistance.
Do not attempt rescue alone!
3. Provide assistance to injured person.
4. Contact your supervisor.

Medical Services

Designated Physician Policy

The City of Carter Lake has designated Alegent Occupational Health as its workers' compensation authorized treating physician/clinic. Employees with a work-related illness or injury will be required to have their initial evaluation with this physician/clinic if applicable. If appropriate, and with prior approval from IMWCA, the physician/clinic may make referrals to other specialists. 5-year physicals may be performed by an IMWCA approved medical service.

If an employee decides to go to another provider without the referral from the authorized treating physician/clinic, the employee will be responsible for all expenses related to those visits. No workers' compensation benefits may be claimed unless seen by the authorized treating physician/clinic.

Company Nurse Injury Hotline

If you are injured and it is not an emergency, Contact your Department Head or Safety Coordinator immediately. Then you are to call the Company Nurse at 1-888-770-0928. Our costumer number is IA 073. The Company Nurse will instruct you on how to proceed to get care for your injury. This applies to small events where you do not think you need to seek medical attention. Company Nurse will confirm whether you seek medical attention or not.

Supervisors/Coordinator and the employee involved will need to complete an incident report, sign it and turn it into City Hall.

All employees are being provided a card with the information you will need when calling Company Nurse. Each work place will post Company Nurse posters where employees have access to the information. Phone decals will be placed on the phones that are used regularly by the employees.

FIRST AID & CPR/AED

Any injury shall be treated by the Department Manager or other available personnel in accordance with their individual abilities and the severity of the injury. Employees will be offered the above trainings as required by law.

At least one first aid kit/cabinet shall be maintained in each occupied building. It is recommended that kits be inspected on a regular basis, replacing used, missing, soiled, damaged or outdated items. Make sure all employees are advised of the location of the first aid kits. Oral medications such as aspirin, antacids, or salt tablets are not to be provided in these kits.

An eye wash station suitable for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate use if employees are exposed to harmful materials.

Medical treatment is mandatory for any of the following:

- Severe chest pains
- Traumatic injuries (head injury or severe cut)
- Loss of consciousness or severe dizziness

Injury and Incident Reporting and Investigation

Many incidents and injuries occurring in the workplace or that involve equipment and property are preventable. In order to prevent future incidents and injuries, it is necessary to immediately review the circumstances surrounding each incident. Once the primary cause for the incident has been established, action shall be taken to prevent recurrence. An Accident/Injury Investigation Form has been developed to facilitate the investigation (see **Attachment 1**). The Department Manager shall complete this form and a copy will be forwarded to the Mayor, Safety Coordinator and Safety Committee as applicable for the following incidences:

1. Any work-related accident resulting in an employee needing medical attention.
2. Any work-related accident resulting in damage to property or equipment.
3. Any accident involving a member of the public that could result in a claim being filed against the City of Carter Lake whether it is a personal injury or property damage.

Anytime an employee is involved in an accident with a city vehicle which involves private property, whether there is damage or not, the Police Department should be called immediately. If the Police Department is called on an incident, the police report shall accompany a detailed written report of the incident by the employee involved. These reports do not replace the Incident Review Report *Form*, which still must be completed for an employee who incurs a work-related injury.

If the investigation determines an employee has contributed to the cause of an incident by failure to obey laws, department or safety rules and regulations, disciplinary action may result.

The Department Manager shall provide a written response to any recommendations by the Safety Committee or the Safety Coordinator that outlines corrective actions taken by the department.

Copies of all incident reports and corrective actions shall be kept on file with a copy of the OSHA 300 log for the year that the incident occurred in.

Training and Orientation

The Safety Coordinator, Department Manager or their designee will provide ongoing safety training in the following areas as the need arises:

- New equipment purchases.
- New/changes in operations.
- Identified areas of increased accidents.
- Newly identified areas of exposure.
- Annual refresher training required programs.
- Change in employees' job description or area of work assignment.

Documentation of Safety Training:

Documentation from any training courses attended by employees, supervisors or managers will be kept for recordkeeping purposes. Documentation associated with safety meetings and training will be kept on paper or electronically or in each applicable department. Employees who do not attend regularly scheduled safety meetings or training activities will be identified and scheduled to attend make-up training. Documentation will be noted for employees that attend make-up training.

New and Seasonal Employee Safety Orientation:

The Safety Coordinator, Department Manager or their designee will provide an orientation to all new and seasonal employees to address their specific job descriptions and the hazards of their position. Safety orientation must be completed during the first (30) days of employment. This will include a review of all safety rules, policies/procedures, equipment, etc., that are applicable to the new or seasonal employee's job description and area of assignment. The employees will be given an opportunity to ask any relevant questions that may pertain to their assigned duties. The safety orientation checklist (attachment 2) must be completely filled out and signed by the employee, Department Manager and Safety Coordinator. Documentation of the safety orientation training for each new or seasonal employee will be maintained in the City Clerk's office.

Hiring Practices

Safety starts with the proper hiring practices to ensure that the person being hired for a position is physically and technically capable of safely performing the task(s).

It is the policy of the City of Carter Lake that every new employee undergoes a pre-placement physical. The employee will be directed to the City of Carter Lake's designated physician/clinic. The physician performing the physical shall present an opinion as to the employee's ability to perform the task. The costs of the physical shall be paid by the city.

Job Descriptions

It shall be the responsibility of the City of Carter Lake to provide a copy of the applicable job description to the physician conducting a pre-placement physical for each new employee. Each Department Manager shall be responsible for periodically updating all job descriptions within their department to ensure they adequately reflect the requirements of the job.

Carter Lake, Iowa Return-To-Work Policy Temporary Modified Assignment

It is the policy of the City of Carter Lake, Iowa to provide temporary modified work, if available at the earliest possible date following an injury or illness, for employees who are unable to return to their regular job classifications. This policy is to complement the procedures applicable to employees eligible for reasonable accommodation or covered under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA).

Inquiries about the ADA or FMLA should be directed to the Human Resources Department or Human Resources Designee.

Eligibility:

Whenever an employee becomes unable to temporarily perform his/her regular job classification the City of Carter Lake, Iowa may offer temporary modified work. Whether Carter Lake Iowa offers temporary modified work is always dependent upon the individual circumstances.

Definitions:

Modified Duty:

Temporary work assignments within the worker's physical abilities, knowledge and skill (also known as light duty and transitional duty). Modified Duty assignments must be accompanied with a Work Status Report or medical provider's certification.

Objectives:

- Provide procedures for administering temporary modified return-to-work assignments;
- When possible, temporary modified assignments will be made available to injured workers to minimize or eliminate lost time from work. The City of Carter Lake, Iowa cannot guarantee temporary modified assignments and is under no obligation to offer, create or burden any specific position for the purpose of offering placement to such a position.
- Promote speedy recovery and rehabilitate employee back to work as effectively and as quickly as possible while keeping the employee's work patterns and income consistent.
- Complete the essential tasks of the employee's job function.
- Maintain communication among all parties to ensure quality medical care and to manage claim costs.

Procedures:

City of Carter Lake, Iowa Human Resource Department or Designee

- Provides the employee with a job description that reflects the essential functions and physical demands of the position and a Work Status Report for the designated medical provider to complete
- Reviews the completed Work Status Report or medical certification in conjunction with the job description to determine if a temporary modified work is available in any department within the City of Carter Lake, Iowa. Consults with the Designated Medical Provider if necessary
- Fills out the RTW Agreement and meets with the employee to review
- Monitors on-going medical and work adjustment, meets with employee as needed to review status
- Determines from Medical Provider whether restrictions apply both at home and at work or other non-work location.

Employee

- Takes required paperwork to designated medical provider appointments (job description, Work Status Report)
- Reviews and signs RTW Agreement
- Follows work restrictions as prescribed by designated medical provider
- Adheres to the temporary restrictions and accommodations, does not perform any activities that exceed work restrictions. Adheres to restrictions both at work and elsewhere as determined by Medical Provider.
- Reports immediately to supervisor any work duties or activities that exceed work restrictions
- Reports immediately to supervisor if any work restriction(s)/accommodation(s) cause discomfort or make medical condition worse
- Informs supervisor in advance of medical appointments, schedule any medical appointments during non-work time, if possible
- Updates supervisor with current Work Status Report or updated certification from designated medical provider after every appointment

In the event an employee refuses a temporary modified assignment, which is within the restrictions identified by the designated medical provider, workers compensation benefits could be affected. In such cases, the City of Carter Lake, Iowa will notify the insurance carrier of the employee's refusal of the temporary modified assignment. For an employee covered by the FMLA, an employee may refuse a light duty or modified work assignment, but it may have an adverse effect on the employee's workers' compensation benefits.

If, at the end of the temporary modified duty assignment, the employee is able to perform his/her regular job duties with or without reasonable accommodations, then the employee may return to his/her regular position. If, at the end of the temporary modified duty assignment, the employee is not able to perform his/her regular job duties with or without reasonable accommodations, the City of Carter Lake, Iowa will review the employee's medical condition and determine whether the individual is a qualified individual with a disability and whether the employee's work restriction can be reasonably accommodated to allow the employee to return to work in some capacity. If no reasonable accommodation is available to return the employee to the previous or different position, the City of Carter Lake, Iowa will then consider placing the employee on a time limited unpaid leave of absence or ending the employment.

Carter Lake, Iowa Return-To-Work Agreement

Date: _____

Name of temporarily restricted worker: _____

I understand a temporary modified assignment that complies with my temporary work restrictions as identified by my designated medical professional is being offered to me.

I understand that if I am eligible for leave under the Family Medical Leave Act (FMLA), I cannot be forced to return to work. I also understand that I may lose my eligibility for certain worker's compensation benefits for rejection of the modified assignment.

I understand this offer is for a temporary period of time.

I agree to follow the work restrictions as prescribed by the designated medical provider and understand that I need to adhere to the agreed upon temporary restrictions and accommodations. Pursuant to the healthcare provider, these restrictions may apply both at work and at non-work locations. I also understand that if I am asked to perform any work assignments or activities that exceed my work restrictions, I will immediately report the situation to my direct supervisor and that I will not perform these activities. Furthermore, I will immediately report to my direct supervisor if any of the work restriction(s)/accommodation(s) cause me discomfort or make my medical condition worse.

I understand that I should try to schedule any medical appointments during non-work time. If I am unable to do so, I understand that I need to inform my supervisor in advance of the appointment date. I understand that these appointments may fall under Family Medical Leave Act (FMLA) and it is my responsibility to apply for FMLA leave according to my employer's policy if I cannot schedule appointments outside my work time. I understand that the time off for the appointment will be unpaid, unless otherwise covered by a paid leave policy.

I also understand that it is my responsibility to provide my supervisor with current work status reports from my physician.

I understand that a temporary modified/alternate duty assignment will be periodically reviewed and will not normally exceed 90 calendar days. This does not imply entitlement to a permanently modified position.

The City of Carter Lake, Iowa follows the provisions of the Americans with Disabilities Act (ADA) and the Iowa Civil Rights Act. If the employee believes he or she is disabled within the meaning of ADA or ICRA, then he or she should discuss that belief with the Human Resources Designee. The City of Carter Lake, Iowa will engage in an interactive process with the employee to determine whether the City of Carter Lake, Iowa can reasonably accommodate the employee. If the City of Carter Lake, Iowa agrees that the law applies, it will, when appropriate, consider reasonable accommodations to the employee's regular job. If such accommodations are not reasonable or constitute an undue hardship, then other reasonable accommodations such as placement in vacant jobs where the employee is qualified or an appropriate leave of absence may be considered.

Employee Signature

Date

Supervisor Signature

Date

Outside Contractors

In hiring short term contractors, the City of Carter Lake may require the contractors to submit proof of their safety program, state licensing and liability insurance before a contractor commences work in a City of Carter Lake workplace. The project coordinator or City Supervisor who controls the work area will be responsible for informing all outside contractors of the elements of all safety programs of the city that affect the project.

Contractors who fail to follow safety program requirements will be asked to leave the premises. Contractors with insufficient reports or paperwork listed above will not be allowed to begin work until they meet or exceed the requirements of this program.

Disciplinary Policy

Each employee is required to comprehend and abide by the contents of the City of Carter Lake's Safety Program.

Safety reprimands:

Should employees be observed not following documented safety rules/procedures, the attached *Employee Warning Form* (Attachment 3) will be used. Supervisors should make every effort to ensure employees are following safe work practices.

The City of Carter Lake has developed a progressive disciplinary policy that applies to the safety and health program of this organization. The disciplinary policy is a tool to ensure enforcement of the rules and procedures for a safe and healthful working environment. The disciplinary policy applies to all employees of the City of Carter Lake.

Verbal warnings:

Department Managers may issue verbal warnings to employees that commit minor infractions or violations of the safety rules or safe work practices. Continued violations or verbal warnings will lead to more stringent action.

Written warnings:

Department Managers may issue written warnings for the following:

- Repeated minor violations of safety rules or procedures.
- Single serious violations of a rule or procedure that could have potentially resulted in injury to themselves or another employee or could have caused property damage.
- Activities that could potentially result in injury or property damage.

Disciplinary leave:

Department Managers may institute disciplinary leave for the above reasons and the following:

- A single serious violation of a rule or procedure that results in an injury to themselves, another employee or causes property damage.
- Repeated violations or non-conformance to safety rules/procedures.

Termination:

The City of Carter Lake may terminate any employee for repeated serious violations of the above circumstances.

Documentation:

The City Clerk's office will maintain records of disciplinary action. Violations of City of Carter Lake's rules, regulations or procedures will be documented by filling out an *Employee Warning Form* (Attachment 3) on the employee. The report will state the type of violation and corrective action(s) taken. The employee must read and sign the report acknowledging that they understand the seriousness of the violation.

Safety Audits and Inspections

Safety Audits

Since the success of any safety program depends on identifying hazards and taking immediate corrective action, separate department self-inspections and employee working site inspections are required. Safety Audits both on a regular and random basis need to be completed by the Safety Coordinator and/or members of the Safety Committee.

The Audit, follow ups, corrections & all notes will be documented in the monthly safety meeting minutes will be reviewed at the next scheduled Safety Committee meeting. The Safety Coordinator or Department Head will correct the Safety items needing attention immediately, or which can easily be corrected. The Safety Coordinator and Committee must monitor "open items" until all have been satisfactorily corrected.

Monthly Inspection Checklists

Each department shall complete a monthly safety audit checklist to assist in the audits. The Department Head or designee are responsible to make sure this are completed. The completed checklist should be kept in the binders or a file in each department. The safety coordinator will do periodic audit checks on these.

Reporting Unsafe Acts/Unsafe Conditions

All employees are required to immediately report any unsafe acts or unsafe conditions.

1. Stop work immediately and secure the location or lockout unsafe equipment.
2. Inform immediate supervisor or Safety Coordinator of the safety problem.

Basic Safety Rules

General Safety Rules

1. Each employee will be required to comprehend and abide by the contents of this safety program.
2. All accidents, no matter how minor, shall be reported immediately to the supervisor.
3. All hazardous conditions, actions and/or practices shall be reported to the supervisor.
4. Work areas, including the inside and outside of vehicles and buildings, shall be kept clean and orderly at all times.
5. Employees are only to operate equipment/tools that they are trained and authorized to operate.
6. Smoking is prohibited in areas where there is a danger to equipment, materials, coworkers or buildings, or where "No Smoking" signs are posted.
7. Employees must use all safety devices and personal protective equipment provided for their protection.
8. Employees shall wear clothing and shoes suitable for the particular work they are doing.
9. Employees must use assisted lifting devices or obtain assistance from a coworker when lifting heavy objects.
10. Guards are never to be removed except when authorized to make repairs or adjustments. Replace guard immediately upon completion of work.
11. The use of drugs and alcohol during working hours is prohibited. Any employee reporting for work under the influence of alcohol or controlled substances is subject to disciplinary action.
12. Any employee taking prescription drugs or over-the-counter drugs that could impair assigned work shall report this fact to the supervisor as required by the Alcohol and Controlled Substances Policy.
13. Employees shall not engage in practical jokes or horseplay that could result in injury to themselves, others or cause property damage.

Attachment 1

Incident Investigation Procedure

1. Employee notifies supervisor of incident immediately. Supervisor / Injured Employee will immediately call Company Nurse injury hotline. In case of a medical emergency call 9-1-1.
2. If the incident involves damage to equipment or if an employee requires medical treatment, the supervisor is required to investigate and complete an *Incident Investigation Report* form.
3. The supervisor or coordinator **must** complete the *Incident Investigation Report* form with the employee and both must sign the form. Safety Coordinator must be notified.
4. The completed and signed forms **must** be submitted to the Coordinator or City Hall within **24 hours** of the incident.
5. In the event of severe injuries including fatalities, amputations, major fractures and other life-threatening conditions, the Safety Coordinator will be notified by the supervisor immediately.
6. If the on-duty incident involves an employee fatality, OSHA must be called within 8 hours of the fatality. If an employee requires hospitalization, has an amputation or loss of an eye OSHA must be notified within 24 hours. Occupational Safety and Health Administrations (OSHA) 24 hotline number is 1-800-321-6742.

Iowa Municipalities Workers Compensation Association (IMWCA) shall be called within **12 hours** of the incident and a first report of injury will be completed and sent to both parties.
7. If an incident does not involve damage to equipment or if no medical care is necessary, the supervisor is not required to fill out an *Incident Investigation Report* form, but departments are required to keep an internal incident log of all minor incidents.

Carter Lake Incident Review Report

Employee name: _____ Date of incident: _____

Non-Employee name: _____ Contact #: _____

Persons Address: _____

Location of incident: _____ Time of incident: _____

Detailed description of the incident?

Is there a procedure for this task? **Circle one:** Yes No N/A

If yes, answer the following:

Was employee following procedure? Yes No

If the answer is no, why not?

Were proper tools or equipment being used? Yes No N/A

If the answer is no, why not?

Were tools or equipment in good working condition? Yes No N/A

If the answer is no, why not?

Was the correct personal protective equipment (PPE) being used? Yes No N/A

If the answer is no, why not?

If the answer is yes, what type of PPE was used?

Was there housekeeping, environmental, or other contributing factors present.

Yes No N/A

If the answer is yes, what?

Were immediate corrective steps taken to address causes of the incident?

Yes No N/A

If yes, what? If no, what?

Any recommendations for long term corrections?

Reviewed, Comments or Actions by Safety Coordinator or Safety Committee?

Safety Representative / Date: _____

Signature of Immediate Supervisor / Date: _____

Signature of Employee / Date: _____

Attachment 2 City of Carter Lake Safety Orientation

Employee name: _____

Position / Department _____

Supervisor: _____ Date hired: _____

	Initials (trainer)	Initials (worker)	Date Completed
Issue safety manual Sign Acknowledgement of Receipt and Understanding			
Employee Rights and Responsibilities a. Responsibility to follow safety regulations b. Right to refuse unsafe work c. Responsibility to report unsafe conditions/acts			
Discipline Procedures for Safety Rule Infractions			
First aid / Company Nurse Hotline a. Location of First Aid kits at various work sites b. Company Nurse injury hotline procedures			
Fire Extinguishers Location at various work sites/Practice with trainers			
Hazardous Communications (Maintenance, Parks and Fire Departments)			
Lockout/Tagout Program (Maintenance, Parks and Fire Departments)			
Emergency Action Plan Review emergency plans for fires, severe weather, etc			
Confined Spaces Entry Program (Fire Department and Maintenance)			
Respiratory Protection Program Review manual, FIT testing required (Fire Dept Only)			
Personal Protective Equipment a. Review employee's required PPE			
Hearing Conservation Program (Maintenance, Parks and Fire Departments)			
Blood-borne Exposure Control Plan (Fire Dept Only)			
Cutting, Welding and Other Hot Work Program (Maintenance Department)			

Personal Protective Equipment Checklist

PPE Type	Type Provided / Required	Initials
Eye protection	Safety glasses for general duties	
Boots	Safety-toed boots-employee provides	
Hearing Protection	Foam ear plugs for mowing	
Gloves	Leather for general work Rubber for use with chemicals	
Head/Face	Hardhat-general duties Hardhat with face/muffs for chainsaw work available	
Safety Vest		
High Visibility Clothing	Employee Safety clothing allowance	
Firefighting gear	Supplied	
Respirators	Supplied	
Body Armor	Supplied for Officers	

Supervisor and employee should initial each box upon completion

Training Acknowledgement

I acknowledge that I have received the orientation training as outlined in this program and that I fully understand the contents and agree to abide by the rules and procedures of the City of Carter Lake.

Signature of employee

Date

Signature of Safety Coordinator

Date

Signature of Supervisor

Date

Attachment 3



City of Carter Lake Employee Warning Notice

Employee Information

Employee Name: _____ Date: _____
Employee ID: _____ Job Title: _____
Manager: _____ Department: _____

Type of Warning

☐ First Warning ☐ Second Warning ☐ Final Warning

Type of Offense

☐ Tardiness/Leaving Early ☐ Absenteeism ☐ Violation of Company Policies
☐ Substandard Work ☐ Violation of Safety Rules ☐ Rudeness to Customers/Coworkers
☐ Other: _____

Details

Description of Infraction: _____

Plan for Improvement: _____

Consequences of Further Infractions: _____

Acknowledgement of Receipt of Warning

By signing this form, you confirm that you understand the information in this warning. You also confirm that you and your manager have discussed the warning and a plan for improvement. Signing this form does not necessarily indicate that you agree with this warning.

Employee Signature Date

Manager Signature Date

Witness Signature (if employee understands warning but refuses to sign) Date

Attachment 4 Program Evaluation

Program Name:

Evaluation Date:

Evaluation Team:

List injuries, exposures or near misses attributable to failure of program or failure to follow program:

Recommendations for additions to procedures or policies with explanation for each:

Recommendations for deletions of procedures or policies with explanation for each:

Recommendations for modifications to procedures or policies with explanation for each:

Description and date of actual modifications made:

Attachment 5 Employee Training Form

Training Name:

Instructor's Name:

Date:

Location:

Qualifications:

Course Outline:

List of employees receiving training

Employee Name

Signature

Instructor's Signature:

Hazardous Communications Policy & Right to Know

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Purpose

This policy was created to protect our employees that may handle hazardous chemicals while they are at work. This policy covers what occupational exposures employees may have to hazardous chemicals and how employees will be protected from the exposures while at work.

Copies of this policy will be accessible to employees in each department. Each employee exposed to hazardous chemicals as part of their job duties will be trained on this policy.

Leadership and Accountability

Safety Committee will be responsible for reviews of the policy. Department Heads or designee will update the SDS sheets or book when new chemicals arrive. Department Heads or designee will review employee hazardous communications training, purchase of equipment and incident review of injuries or illness involving chemical exposures. Chemical inventory list (SDS book) should be updated as chemicals change.

Employees are accountable for the proper care, maintenance, and proper use of the personal protection equipment. Employees must know where the SDS sheets/book is kept and how to read them.

Employees should refer questions or comments about this policy to their Department Head.

Container Labeling

All chemicals purchased for use by the City of Carter Lake must be clearly labeled by manufacturer. **Do not use a chemical if the container does not meet these standards. Report the issue to the Department Head.**

When a secondary container such as sprayers, gas cans and buckets are used to disperse, mix or carry a chemical, it must be labeled. Labels should include name of the chemical and appropriate hazard warnings. Containers missing original labels should also be re-labeled.

Chemical Inventory List and Safety Data Sheets

Each department will maintain an updated chemical inventory for that department.

Each chemical in the inventory shall have a corresponding SDS. The sheets shall be organized in a manner that the SDS for a chemical appears in the same order as it appears on the inventory list. The person designated to maintain the inventory shall also maintain the SDS.

When a chemical is removed from use and from the chemical inventory, the SDS must also be removed. Retired SDS must be retained and stored for **30 years** from the date of removal from service. Date of removal must be noted on the upper right-hand corner of the SDS.

Unlabeled Pipes

Employees may be required to work in areas where chemicals are contained in unlabeled pipes. When labeling is not feasible, employees shall be informed of the contents of the pipes (e.g., Chlorine). Employees should also be instructed on the proper measures to reduce or eliminate exposures.

Employee Information and Training

The employer shall provide training so that all employees acquire the understanding, knowledge, and skills necessary for the safe performance of their duties. This includes reading and interpreting safety data sheets

- See IMWCA Online training for Hazardous Communication and Globally Harmonized Systems

Outside Contractors

A firm or individual contracted by the City of Carter Lake is responsible for meeting all contractual agreements and for providing a safe and healthy workplace for its employees in compliance with applicable OSHA standards.

Contractors must make copies of their hazardous communications policy and all SDS for chemicals brought on site available to the Department Head of that said Department. Contractors who fail to follow the policy requirements will be asked to leave the premises. Contractors with an insufficient policy will not be allowed to begin work until their policy meets or exceeds the requirements of the applicable OSHA standard.

Location:

Last updated:

Updated by:

Lockout/Tagout Program

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Purpose

This policy was created to protect our employees from amputations and electrical burns while they service and repair equipment. This policy covers the control of hazardous energy sources and the procedures to protect our employees from the exposures while at work.

Copies of this policy will be accessible to employees at each applicable department. Each employee repairing or servicing equipment will be trained on this policy.

Leadership and Accountability

Safety Committee will be responsible for evaluating the lockout/tagout policy effectiveness and selecting appropriate equipment.

Employees are accountable to know and follow these policies. Employees are also accountable for the proper care, maintenance, and correct use of equipment provided for the job.

Employees should refer questions or comments about this policy to their Department Head.

Key Definitions

Affected employee. An employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under lockout or tagout, or whose job requires him/her to work in an area in which such servicing or maintenance is being performed.

Authorized employee. A person who locks out or tags out machines or equipment in order to perform servicing or maintenance on that machine or equipment. An affected employee becomes an authorized employee when that employee's duties include performing servicing or maintenance covered under this section.

Energy source. Any source of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.

Lockout. The placement of a lockout device on an energy isolating device, in accordance with an established procedure, ensuring that the energy isolating device and the equipment being controlled cannot be operated until the lockout device is removed.

Tagout. The placement of a tagout device on an energy isolating device, in accordance with an established procedure, to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed.

Equipment and Machinery Evaluations

All equipment and machinery operated or serviced by employees will be individually evaluated for an equipment or machine specific lockout procedure prior to the repair work starting. Form below may be used during this process.

See Sample Reference Equipment and Machinery Evaluations form

Cord and Plug equipment

Equipment that can be unplugged from an outlet and has no other hazardous energy sources does not fall under the requirements of this program as long as the plug is under the exclusive control of the employee performing service or maintenance. If the employee is unable to maintain exclusive control of the plug, then a plug lock or other suitable energy isolation device must be used in accordance with this policy.

Lockout/Tagout Procedures

- (1) Prior to initiating the lockout/tagout procedure, all employees servicing or providing maintenance on machinery or equipment shall review the *Equipment and Machinery Evaluation* form to identify which energy sources need shut down.
- (2) Notify all affected employees that the equipment or machinery will be locked out or tagged out for servicing or repair. Either through a team meeting atmosphere or an announcement of some kind.
- (3) If equipment is operating, shut down by normal means.
- (4) Operate switch, valves, or other energy isolation devices so that equipment is effectively isolated from all energy sources. All stored energy must be dissipated, bled, or blocked to prevent accidental release.
- (5) Apply appropriate isolation devices with assigned locks or tags. Tags may only be used if a machine cannot be locked. A tag will be attached to each lock to identify the installer, date, time and authorization of the lockout. If machinery or equipment cannot be locked out, a tag will be used by itself. If machinery or equipment can be locked out, then a lock must be used.

Tags must be of durable construction and labeled in a manner that will remain legible in wet or corrosive environments. Tags will be attached by self-locking nylon cable when possible.

- (6) Test all switches and operating controls to confirm that all energy sources are isolated. After test, return switches and other controls to "off" or "neutral."
- (7) Begin service or maintenance work.

Restoring Power

- (1) After service or maintenance work is complete, inspect area to ensure tools are removed, re-install guards and verify that employees are clear of the machinery or equipment.
- (2) Notify employees that lockout/tagout has concluded and the machine will be restarted.
- (3) Have the same employees that originally placed the locking devices remove locks or tags.
- (4) Commence start up.

Group lockout/tagout

If more than one person is required to lockout/tagout equipment or machinery, **each person must place their personal lockout device or tag on the energy isolation device.** If the equipment or machine will not accept multiple locks, a hasp may be used.

Shift Change

The policy leader or the employee originating the lockout/tagout procedure for the specific job must be responsible for the transfer of lockout/tagout devices between shift personnel. All personnel **MUST** be informed of what is locked out and when it will be repaired

Isolation Devices

An inventory of isolation devices and where they are located is included in the Lockout/tagout assignment form. Employee lock assignments are also included in this form. Locks issued for lockout may only be used for lockout procedures and cannot be used for any other use.

Emergency Lock/Tag Removal

Locks or tags will only be removed in cases where the authorized employee who applied the lock or tag is unavailable. All emergency removal shall be done by a supervisor.

Employee Information and Training

The employer shall provide training so that all employees acquire the understanding, knowledge, and skills necessary for the safe performance of their duties. All training must be documented and kept in training log, binder or electronic device.

Outside Contractors

Whenever outside servicing personnel are to be engaged in activities covered by the scope and application of this standard, the on-site employee or supervisor and the outside employer shall inform each other of their respective lockout or tagout procedures.

Equipment and Machinery Evaluation

Equipment:

Number/Description:

Location:

Check all that apply:

Electrical

☐

Hydraulic

☐

Pneumatic

☐

Gravity

☐

Spring

☐

Other:

Procedures to isolate energy sources:

Lockout/Tagout Equipment Assignments

Each department will have an assigned color for the locks used in their departments. Lockout devices will bear a tag with the employee's name and other pertinent information in legible print. No employee can use another employee's equipment. Each employee is responsible for the keys to his or her assigned locks. Locks shall only be used for lockout/tagout procedures

Color or name tag	Assigned to Employee	Department
Blue or name tag		
Green or name tag		
Red or name tag		
Yellow or name tag		
Orange or name tag		

Other lockout devices available include:

- Hasps
- Plug locks
- Valve locks
- Valve lock bars
- Chains
- Tags/ nylon straps
- Blanks
- Breaker locks
- Blocks and bars

This equipment shall be located in each applicable department.

If the equipment is broken, lost or fails, contact your supervisor immediately for replacement.

City of Carter Lake

EMERGENCY ACTION PLAN

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Purpose

This Emergency Action Plan is established in accordance with OSHA 1910.38 in order to protect employees of the City of Carter Lake during emergency situations that may affect our facilities.

The anticipated emergencies that might affect the City of Carter Lake include: severe thunderstorm, tornado, fire, and bomb threat.

Real emergencies, however, may not be limited to these and therefore it is the responsibility of all employees to know and to follow the Emergency Action Plan to successfully meet these situations as well.

Scope

The Emergency Action Plan will outline:

1. Emergency escape procedures and routes.
2. Procedures to be followed by employees who remain to operate critical operations before they evacuate.
3. Procedures to account for employees following an evacuation.
4. The means for reporting emergencies and for notifying employees that an emergency situation exists.
5. The names or titles of persons responsible for the plan.
6. Training required for employees and Emergency Action Team members.

Emergency Action Plan Coordinator

The Mayor or designee is the coordinator of our Emergency Action Plan. In his/her absence, the Mayor Pro-term or designee will serve as the assistant coordinator.

The minimum responsibilities of the Emergency Action Plan Coordinator and Assistant Coordinator will be to:

1. Assess the emergency situation and to order an evacuation if the situation warrants.
2. Notify outside emergency agencies of the location, nature, and scope of the emergency.
3. Implement and direct the Emergency Action Plan; including making certain employees receive required training.
4. Direct building shutdown if necessary.

Emergency Plan Team (Department Heads)

The support the Emergency Action Plan, an Emergency Action Team has been established. The Emergency Action Team has been organized for each shift and is made up of the department heads:

The principal purpose of this team is to assist employees in evacuating from their work area and to account for these employees following an evacuation.

IT IS NOT THE RESPONSIBILITY OF THE EMERGENCY ACTION TEAM TO ATTEMPT TO FIGHT ACTUAL FIRES.

Fire Emergencies

WHEN IN DOUBT, CONTACT THE AUTHORITIES BY TELEPHONING 911.

Employees who detect smoke and/or fire must immediately notify 911.

Details of the emergency situation, including the name and address of the emergency, along with the nature, location, and scope of the emergency must be reported to the authorities.

Emergency telephone numbers, the names of Department Heads, and the names of the Mayor and Mayor Pro-tem coordinator are posted at each telephone.

If conditions warrant that an evacuation is ordered, then employees will be notified verbally or via the telephone paging system of the need to calmly evacuate their work area and to report to their pre-designated assembly point.

Emergency Action Team members will direct and assist employees to evacuate their work areas.

Following an evacuation, employees must go directly to their pre-assigned assembly point. These assembly points, by department, are as follows:

<u>Department</u>	<u>Assembly Point</u>
Fire Department	Parking lot south of Fire Station
Library	Parking lot west of Library
Maintenance	Parking lot south of Fire Station
Police Dept./City Hall	Parking lot of the Methodist Church
Senior Center	Budget Auto on the south side of Locust
Ball fields	Parking lot at Lakeview Bible Church

For all employees out in the field – go to the nearest City owned building and report to the designated department head as soon as it is reasonably safe.

Employees must know and follow the evacuation routes for their work area.

Each Emergency Action Team member must account for & assist their assigned employees and visiting Citizens before evacuating themselves unless their safety is compromised. Responders must be notified upon arrival of all accountability issues.

Employees should not return to their work area until an "ALL CLEAR" signal has been given.

After 911 has been contacted, and the emergency scene has been secured, the Mayor and the Department Head shall be contacted.

In the event that neither the Mayor nor the Department Head are available, then you must contact the Safety Coordinator.

Severe Weather

All department heads will monitor the weather scanner or phone applications for reports of severe thunderstorm or tornado warnings. A weather scanner is located in each City owned building.

IMMEDIATELY NOTIFY THE EMERGENCY ACTION PLAN COORDINATOR OR ASSISTANT COORDINATOR OF ANY REPORTED SEVERE WEATHER WARNINGS.

EMERGENCY ACTION PLAN COORDINATOR: Mayor

ASSISTANT COORDINATOR: Mayor Pro-Tem or designee

In the event that neither the Emergency Action Plan Coordinator nor Assistant Coordinator are available, then you must contact your shift department head.

The Emergency Action Plan Coordinator, Assistant Coordinator, or shift Emergency Action Team representative will announce over the telephone paging system for all employees to **immediately seek refuge in their designated severe thunderstorm/tornado shelter.**

<u>Department</u>	<u>Designated Tornado/Severe Thunderstorm Shelter</u>
Library	Bathrooms/storage room in multi-purpose room
Maintenance	Hallway between City Hall and Maintenance Shop
Police/City Hall	Back hallway
Senior Center	Office in N E corner of building
Fire	Interior office area/rest rooms
Ball fields	Field 1 – concession stand/restrooms
	Field 2 – restroom
Outdoor work areas	Closest building

Department Heads will assist and direct employees and visiting Citizens to evacuate the work areas and to go directly to their designated shelter.

Each Department Head must account for & assist out their assigned employees and visiting Citizens before evacuating themselves unless their safety is compromised. Responders must be notified upon arrival of all accountability issues.

Employees should not return to their work area until an "ALL CLEAR" signal has been given.

Definitions

Severe Thunderstorm	Indicates the possibility of frequent lightening and/or damaging winds in excess of 50 mph, hail 3/4-inch in diameter, and heavy rain. Tornadoes may also be spawned by severe thunderstorms.
Tornado Watch	Means that conditions may produce tornadoes.
Tornado Warning	Means that a tornado has been sighted in our area or is indicated by radar and shelter should be sought immediately.

Bomb Threats

Initial Notification:

The recipient of a bomb threat should:

1. Listen very carefully
2. Not interrupt the caller except to ask:
 - a. When is the bomb going to explode?
 - b. Where is the bomb located now?
 - c. What does the bomb look like?
 - d. How much damage will the bomb do?
 - e. Why did you place the bomb?
 - f. Who are you?
3. Write down the entire content of the bomb threat message.
4. Note the caller's sex (male/female).
5. Note any background noises.
6. Note the apparent condition of the caller: calm, emotional, incoherent, intoxicated, familiar with our facility, etc.

Immediately following receipt of a bomb threat, call law enforcement authorities at 911.

Emergency Notification

Emergency Response:

The person who received the initial call has the authority to evacuate the premises and then notify 911 and the department heads.

If an evacuation is ordered, employees and citizens/patrons will be notified via the telephone paging system.

When directed to do so, employees should calmly exit the building using the nearest available exit.

Evacuation procedures to be followed are the same as outlined under fire emergencies.

Training

At a minimum training required will include:

1. Members of the Emergency Action Team and Department Heads will be trained to assist employees in the safe evacuation from their work areas.
2. All employees, including members of the Emergency Action Team will be informed of the details of this plan before it is implemented, whenever the plan has been changed, or whenever the employee's responsibilities under this plan have changed.
3. Prior to implementation of the plan, all employees will be given a copy of the Emergency Action Plan.
4. A copy of this plan will be given and reviewed with all new employees/volunteers upon their hiring by the payroll clerk.

Confined Spaces Entry Program

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Purpose

This program was created to ensure the safety and health of our employees while performing tasks that require entry into areas defined as confined spaces.

Copies of this program will be located and accessible at each work site. Employees that work in or near a confined space are will be trained.

Violation of permit required confined spaces program

Employees who violate the permit required confined spaces procedures maybe disciplined according to the personnel policy. Employees will also be required to attend retraining on the procedures or policies that were violated.

Leadership and accountability

The Safety Committee shall be responsible for the reviewing of this program. Department heads are responsible for program change recommendations, coordination of employee confined spaces training, purchase of equipment and incident review of injuries or illnesses involving confined spaces entry.

Employees will refer their questions or comments to their department head.

Employees will know and follow this policy and the proper usage and care of their equipment.

Confined spaces evaluations and inventory

Each department shall inspect and inventory all work locations to determine if confined spaces as defined by Section 1910. 146 exist. A written entry procedure shall be provided for each confined space and updated as needed.

See Sample Confined Spaces Evaluations and Inventory form -pages 41, 42 & 43

Key Definitions

"Confined space" means a space that:

- (1) Is large enough and so configured that an employee can bodily enter and perform assigned work.
- (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.)
- (3) Is not designed for continuous employee occupancy.

"Entry" means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

"Entry permit (permit)" means the written or printed document that is provided by the employer to allow and control entry into a permit space. Sample Attached.

"Entry supervisor" means the person (such as the employer, foreman, or crew chief) responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required by this section.

"Permit-required confined space (permit space)" means a confined space that has one or more of the following characteristics:

- (1) Contains or has a potential to contain a hazardous atmosphere.
- (2) Contains a material that has the potential for engulfing an entrant.

- (3) Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section.
- (4) Contains any other recognized serious safety or health hazard.

"Permit system" means the employer's written procedure for preparing and issuing permits for entry and for returning the permit space to service following termination of entry.

"Rescue service" means the personnel designated to rescue employees from permit spaces.

Completion and Retention of Entry Permits

Before entry into a permit required confined space, a permit shall be completed by an entry supervisor after a review of the worksite and after determining that entry conditions are acceptable. The entry supervisor will authorize the beginning entry time and the cancellation time for the permit.

Cancelled permits shall be kept on file for one year from cancellation date.

Lockout/tagout procedures

If the hazard evaluation determines that lockout or tagout procedures are required to safely perform a task in a permit required space, employees shall refer to the entity's lockout /tagout policy for proper procedures.

Hazardous communications

If hazardous substances are present in the confined space during entry (i.e. cleaning chemicals), a copy of the applicable material safety data sheets/global harmonization system sheets for the substances must be available at the entry site.

Employee Information and Training

The employer shall provide training so that all employees acquire the understanding, knowledge, and skills necessary for the safe performance of their duties. (Document all trainings)

Rescue Services

Before a permit required confined space entry, the Safety Coordinator team must be notified. The emergency rescue team is the Carter Lake Fire Department and/or Omaha Fire.

The rescue teams shall incorporate confined space training into their schedules by means of simulated rescue operations. Training spaces shall, with respect to opening size, configuration and accessibility, simulate the types of spaces from which rescue is to be performed.

Outside contractors

Prior to work starting, the program administrator or designee shall meet with outside contractors to cover the following elements below. Pre-qualification should be done prior to work being started.

[http://osha.gov/pls/oshaweb/owalink.query_links?src_doc_type=STANDARDS&src_unique_file=1910_0146&src_anchor_name=1910.146\(c\)\(8\)](http://osha.gov/pls/oshaweb/owalink.query_links?src_doc_type=STANDARDS&src_unique_file=1910_0146&src_anchor_name=1910.146(c)(8))

Appendix A

To view and download the Section 1910.146 Confined Space Entry regulations from the OSHA web site, click on the following link:

<http://www.osha.gov>

The standard and mandatory appendices will be reviewed and applied with this program.

Confined Spaces Inventory for *City of Carter Lake*

Date: _____ Department: _____

[illegible]

Hazard Key: CO=Carbon Monoxide H₂S=Hydrogen Sulfide OD=Oxygen Deficiency Engulf=Engulfment Chem.=Hazardous Chemicals Mech=Mechanical

Confined Space Entry Permit

Date and Time Issued: _____ Date and Time Expires: _____

Job site/Space I.D.: _____ Job Supervisor: _____

Equipment to be worked on: _____ Work to be performed: _____

Stand-by personnel: _____

1. Atmospheric Checks: Time _____ Testing Device: _____

Oxygen _____ %

Explosive _____ % L.F.L. (Lower Flammable Limit)

Toxic _____ PPM

2. Tester's signature: _____

3. Source isolation (No Entry): N/A Yes No

Pumps or lines blinded, N/A Yes No

Disconnected, or blocked N/A Yes No

4. Ventilation Modification: N/A Yes No

Mechanical N/A Yes No

Natural Ventilation only N/A Yes No

5. Atmospheric check after isolation and Ventilation:

Oxygen _____ % > 19.5 %

Explosive _____ % L.F.L. < 10 %

Toxic _____ PPM < 10 PPM H(2)S (Hydrogen Sulfide)

Time _____

Tester's signature: _____

6. Communication procedures:

7. Rescue procedures:

8. Entry, standby, and back up persons: Yes No

Successfully completed required training? Yes No

Is it current? Yes No

9. Equipment:

Direct reading gas monitor - tested:	N/A	Yes	No
Safety harnesses and lifelines for entry and standby persons:	N/A	Yes	No
Hoisting equipment:	N/A	Yes	No
Powered communications:	N/A	Yes	No
SCBA's for entry and standby persons:	N/A	Yes	No
Protective Clothing:	N/A	Yes	No
All electric equipment listed Class I, Division I, Group D and Non-sparking tools:	N/A	Yes	No

10. Periodic atmospheric tests:

Oxygen	___%	Time	___	Oxygen	___%	Time	___
Oxygen	___%	Time	___	Oxygen	___%	Time	___
Explosive	___%	Time	___	Explosive	___%	Time	___
Explosive	___%	Time	___	Explosive	___%	Time	___
Toxic	___%	Time	___	Toxic	___%	Time	___
Toxic	___%	Time	___	Toxic	___%	Time	___

We have reviewed the work authorized by this permit and the information contained here-in. Written instructions and safety procedures have been received and are understood. Entry cannot be approved if any squares are marked in the "No" column. This permit is not valid unless all appropriate items are completed.

Permit Prepared By: (Supervisor) _____

Approved By: (Unit Supervisor) _____

Reviewed By (Confined Space Operations Personnel):

Printed Name: _____

Signature: _____

This permit to be kept at job site and then in designated site of department using permit.

Return copy to Safety Coordinator following job completion.

Emergency Response Call 911
Stand-by Personnel Never Attempt Unassisted Rescue

Respiratory Protection

Standard Operating Procedure

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Purpose

This policy was created to protect our employees while performing tasks that require them to wear respirators to ensure they are medically cleared and properly fit-tested in ensure a proper seal from hazardous environment. This program also serves to help the City of Carter Lake and its employees comply with Occupational Safety and Health Administration Respiratory Protection Section 1910.134.

Copies of this policy will be accessible to employees at each department. Each employee potentially exposed to blood borne pathogens will be trained on this policy.

Leadership and Accountability

Safety Committee will be responsible for annually evaluating the Respiratory Protection policy effectiveness and selecting appropriate personal protection equipment and fitting procedures. The policy leader will participate in any incident review involving respirator use.

Employees are accountable to know and follow these policies. Employees are also accountable for the proper care, maintenance, and correct use of equipment provided for the job.

Employees should refer questions or comments about this policy to their department supervisors.

Key definitions

Air-purifying respirator means a respirator with an air-purifying filter, cartridge, or canister that removes specific air contaminants by passing ambient air through the air-purifying element.

Fit test means the use of a protocol to qualitatively or quantitatively evaluate the fit of a respirator on an individual. (See also Qualitative fit test QLFT and Quantitative fit test QNFT.) **Annual testing.**

Filtering facepiece (dust mask) means a negative pressure particulate respirator with a filter as an integral part of the facepiece or with the entire facepiece composed of the filtering medium.

Immediately dangerous to life or health (IDLH) means an atmosphere that poses an immediate threat to life, would cause irreversible adverse health effects, or would impair an individual's ability to escape from a dangerous atmosphere.

Self-contained breathing apparatus (SCBA) means an atmosphere-supplying respirator for which the breathing air source is designed to be carried by the user.

Employees Qualified to Wear Respirators

Employee Name	Respirator type/ Model	Exposure type

Medical evaluation

- The employer shall provide a medical evaluation to determine the employee's ability to use a respirator.
- All employees must be medically evaluated prior to the fit testing procedure
- All employees must be fit tested prior to using a respirator in the workplace.
- The employer may discontinue an employee's medical evaluations when the employee is no longer required to use a respirator.
- Employees will be provided with the medical questionnaire along with a self-addressed envelope to a selected PLHCP. The employee will complete the questionnaire and send it to the PLCHP as soon as possible. OSHA's recommended questionnaire is available at:
www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9783

Facial hair

Employees covered under this program that wear respirators as part of their job will be required to remove all facial hair such as beards, sideburns and mustaches that could interfere with the proper seal of the respirator.

Fit testing

Annual fit testing is required. Fit Testing is also required whenever a different facepiece respirator is used or when the employee's physical condition changes.

Follow the link for details on fit testing procedures:

www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9780

Selection of respirators

Complete an exposure assessment for each hazardous exposure.

The following link is an OSHA *eTool* that can assist employers select the proper respirator:

http://osha.gov/SLTC/etools/respiratory/respirator_selection.html

Inspection of respirators

- Inspected routinely including prior to non-emergency use.
- SCBA shall be inspected monthly.

Maintenance and care of respirators

Employees must clean and disinfect respirators using the procedures recommended by the manufacturer at the following intervals:

- As often as necessary to maintain sanitary condition for exclusive use.
- Before being worn by different individuals when issued to more than one employee.
- After each use for emergency use respirators *and those used in fit testing and training*.
- Monthly for emergency use respirators located near chlorine rooms.

Identification of filters, cartridges and canisters

- All filters, cartridges and canisters used in the workplace must be labeled and color-coded with the NIOSH approved label.
- The label must not be removed and must remain legible.
- Filters, cartridges and canisters not meeting the label requirements will be immediately removed from the workplace.

Breathing air quality and use

Compressed breathing air shall meet at least the requirements for Grade D breathing air described in ANSI/Compressed Gas Association Commodity Specification for Air, G-7.1-1989.

Cylinders shall be refilled at the Carter Lake fire station.

Training and information

Employers are required to provide effective training to employees who are required to use respirators. The training must be comprehensive, understandable, and recur annually and more often if necessary.

Employers are also required to provide the basic information on respirators in Appendix D of this section to employees who wear respirators when not required by this section or by the employer to do so.

Fit Testing Results

Name of Employee: _____

Date of Fit Test: _____

Name of Person administering Fit Test: _____

Has person being tested been given a medical evaluation: Yes / No

Respirator type: _____

Check the test type used and record results in the area provided:

Qualitative

Isoamyl Acetate Test ☐

Results: _____

Saccharin Solution Test ☐

Results: _____

Bitrex Solution Test ☐

Results: _____

Irritant Smoke Test ☐

Results: _____

Quantitative

Generated Aerosol Test ☐

Results: _____

Ambient Aerosol Condensation Nuclei Test ☐

Results: _____

Controlled Negative Pressure Test (CNP) ☐

Results: _____

Sample Respirator Use Procedure

Task - Change chlorine cylinders

Allowable Respirators – Gas & Vapor with chlorine rated filter or Self-contained breathing apparatus

Prior to use

- Inspect respirator
- Don respirator and conduct fit-test using the following procedures:

Facepiece Positive and/or Negative Pressure Checks

A. Positive pressure check. Close off the exhalation valve and exhale gently into the facepiece. The face fit is considered satisfactory if a slight positive pressure can be built up inside the facepiece without any evidence of outward leakage of air at the seal. For most respirators this method of leak testing requires the wearer to first remove the exhalation valve cover before closing off the exhalation valve and then carefully replacing it after the test.

B. Negative pressure check. Close off the inlet opening of the canister or cartridge(s) by covering with the palm of the hand(s) or by replacing the filter seal(s), inhale gently so that the facepiece collapses slightly, and hold the breath for ten seconds. The design of the inlet opening of some cartridges cannot be effectively covered with the palm of the hand. The test can be performed by covering the inlet opening of the cartridge with a thin latex or nitrile glove. If the facepiece remains in its slightly collapsed condition and no inward leakage of air is detected, the tightness of the respirator is considered satisfactory.

Post use

- Sanitize respirator and inspect

Procedures for Cleaning Respirators

A. Remove filters, cartridges, or canisters. Disassemble facepieces by removing speaking diaphragms, demand and pressure- demand valve assemblies, hoses, or any components recommended by the manufacturer. Discard or repair any defective parts.

B. Wash components in warm [110 deg. F] maximum water with a mild detergent with disinfecting agent or with a cleaner recommended by the manufacturer. A stiff bristle (not wire) brush may be used to facilitate the removal of dirt.

C. Rinse components thoroughly in clean, warm [110 deg. F] maximum, preferably running water. Drain.

D. Rinse components thoroughly in clean, warm [110 deg. F] maximum, preferably running water. Drain. The importance of thorough rinsing cannot be overemphasized. Detergents or disinfectants that dry on facepieces may result in dermatitis. In addition, some disinfectants may cause deterioration of rubber or corrosion of metal parts if not completely removed.

E. Components should be hand-dried with a clean lint-free cloth or air-dried.

F. Reassemble facepiece, replacing filters, cartridges, and canisters where necessary.

G. Test the respirator to ensure that all components work properly.

- Place in proper storage

Personal Protective Equipment (PPE)

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Purpose

This program was created to ensure the safety and health of our employees when using personal protective equipment (PPE). Personal protective equipment is designed to protect employees from potential workplace hazards. This program will cause the entity to be in compliance with OSHA regulation Section 1910.132 through 1910.139 regarding PPE.

Copies of this program will be available to all employees in the workplace.

Program Administrator

The program administrator is responsible for hazard assessment required for this program. Upon completion of the assessment, the program administrator will select and purchase the needed equipment. The administrator will then ensure employees are trained on the proper fit, usage and maintenance of the required PPE. The program administrator is also charged with the annual review of this program.

Employees should refer their questions or comments about this program to the administrator. The

program administrator is the Safety Coordinator

Annual Review

The program shall be evaluated each year to determine the effectiveness of this program.

Employer/Employee Responsibilities

Employees shall be trained in PPE usage guidelines, including:

- what PPE is necessary for each situation encountered in the workplace,
- how to properly adjust, put on, wear and remove PPE,
- the limitations of the specific PPE provided by the employer, and
- the proper maintenance, useful life and disposal of PPE.

The employer shall verify that each affected employee has received and understood the required training through a written test, competency test or combination of both that includes the name of each employee trained and the date and subject of the training received.

The employer must retrain if previous training becomes obsolete, there are substantial workplace changes, or if new PPE is introduced.

The employee is responsible for maintenance and storage of PPE as required by specific training.

The selection of the proper PPE shall be made by the employer after a hazard assessment of the job is made. Non-mandatory Compliance Guidelines for Hazard Assessment and Personal Protective Equipment Selection may be found at:

https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10120

Required Programs – Based on Employer Assessment of Workplace Hazards**OSHA regulation Section 1910.133 – Eye and face protection**

Suitable eye protectors (safety glasses, goggles, face shields, wire mesh masks, etc.) must be provided where there is potential for injury to the eyes or face from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, body fluids, potentially injurious light radiation or a combination of these.

OSHA regulation Section 1910.134 – **Respiratory Protection**

Devices such as dust masks, canister respirators, self-contained breathing apparatus or other such apparatus must be provided to employees that are exposed to harmful dust, fogs, fumes, mists, gases, smoke, sprays, or vapors. Persons working in oxygen deficient or oxygen enhanced atmospheres must also be protected. Persons using the devices must be fit-tested to the device, tested to see if they are physically able to use the devices, and trained in the use and care of the devices.

OSHA regulation Section 1910.135 – **Head Protection**

Employees working in a location where there is danger of being struck in the head by falling objects or other dangers from above such as electrical hazards must wear head protection. The head protection must meet the requirements of American National Standards Institute (ANSI) Z89.1-1986.

OSHA regulation Section 1910.136 – **Foot Protection**

Persons must have foot and leg protection if their feet are subject to crushing foot injury. The feet must also be protected from puncture by sharp objects, molten metal, hot surfaces, wet and slippery surfaces. This also requires leg protection for persons using chainsaws and other devices that could cause injury to legs.

OSHA regulation Section 1910.137 – **Electrical Protective Equipment**

Persons involved in power generating or power distribution construction and maintenance must be protected from shock, electrocution and burn hazards.

OSHA regulation Section 1910.138 – **Hand Protection**

Workers hands and arms must be protected from cuts, burns, chemicals, bodily fluids and other recognized hazards. Proper hand wear must be selected for the task. Material safety data sheets specify the type of hand wear needed for handling various chemicals.

OSHA regulation Section 1910.95 – **Occupational Noise Exposure – Hearing Conservation**

Hearing protection must be provided for persons exposed to noise levels exceeding limits set forth in 1910.95. The noise level of the workplace must be measured to determine if hearing protection is required. Employees must be tested for hearing capacity to establish a base line for use when succeeding tests are made. The employer must furnish ear protection that will diminish the noise to acceptable levels. Foam earplugs, ear “muffs”, or other suitable method may be used to reduce noise exposure when no other way to reduce the noise level is possible.

Uniforms and Other related Issues

Water hazards

A U.S. Coast Guard approved life jacket or buoyant work vest is required when there is danger of falling into water at the work site. For emergency rescue operations, boats and ring buoys with at least 90 feet of line are required when working over or on water.

Visibility issues

Day workers should use safety yellow or safety green wear when working in the road right-of-way and exposed to traffic hazards.

Employees working areas where there is danger of moving vehicle traffic at night or in low light conditions must wear safety vests or clothing with reflective material designed for high nighttime visibility.

Seatbelts

Seatbelt use is mandatory in the state of Iowa when driving a motor vehicle. It is the policy of City of Carter Lake that all employees operating official vehicles, equipment, personal and rental cars on official business and other occupants use seat belts and shoulder restraints. Employees must use seatbelts when machines or equipment are factory equipped with the devices.

Employees operating equipment with a Rollover Protective Structure (ROPS) shall use seat belts when operating the equipment. Employees are also prohibited from riding in or on parts of a vehicle not designed for human occupancy. This includes but is not limited to pick up and truck boxes, fenders, steps, trailers and bumpers.

Failure to comply with these rules is a violation of the City of Carter Lake's safety policies, which is cause for disciplinary action.

Personal wear items

The employer must furnish all PPE, except personal wear items. Personal wear items worn frequently or daily, such as steel toed footwear or prescription safety glasses are usually purchased by the employee, though the employer may choose to share the cost. Specialized footwear such as steel toed hip boots or other items used infrequently should be furnished by the employer.

Personal wear items should be replaced on a timely basis, e.g., yearly, every second year or whenever the item is damaged as a result of work activity. For example, an employee inspecting on an asphalt-paving project has steel toe shoes ruined by the tack oil and hot mix. This would be abnormal wear and the cost should be paid by the employer. These situations should be judged on a case-by-case basis.

Uniforms

The employer must furnish all uniforms (high visibility) that are required by uniform code according to local, state, ANSI, OSHA and NFPA standards. High visibility colors of fluorescent yellow or green must be used. Employees are given a uniform allowance each year to cover uniform (upper torso high visibility) costs. Specific gear like fire department gear and PPE (vests) will budgeted through each of the Cities departments to cover those costs.

Due to the increased risk of the employee's workplace sites and visibility issues, employees of the following departments must meet the following high visibility requirements below. High visibility wear must cover a minimum of the employee's upper torso area during all seasons of the year.

Mandatory upper torso wear required are shirts, sweat shirts and/or coats. Vests may only be used as a supplement for more reflective visibility in or around roadways or at nights. Upper torso wear must be worn and be visible at all times and may not be covered by non-high visibility wear.

1. Police Officers: When working in or around traffic scenes.
2. Fire & EMS employees: When working specific emergency scenes, the appropriate high visibility gear must be worn.
3. Maintenance & Parks employees: High visibility uniforms (upper torso) must be worn at ALL times.

Maintenance and Parks employees are working in and around high-risk work sites, equipment and areas throughout their entire shifts. Therefore, upper torso high visibility must be worn as part of their daily work uniform. Employees arriving at work with non-high visibility (upper torso) shirts, sweatshirts or coats will be sent home to change. Employees are responsible for the cleaning of their uniforms to maintain the high visibility standard. Employees are responsible to replace these items as needed using their clothing allowance.

Appendix A

To view and download the Section 1910.132 – 139 Personal Protective Equipment Standards from the OSHA web site, click on the following link: <http://www.osha.gov>

Personal Protective Equipment Needs Assessment

Department/Division:

Check each of the types of personal protective equipment that would be required for the listed task.

Tasks or work functions that are performed by employees of the department or division:	Safety Glasses	Hard Hat	Traffic Safety Vest	Hearing Protection	• Muffs	• Plugs	Gloves	• Leather	• Chemical Resistant	• Latex	Face Shield	Chemical Apron	Welding Goggles	Welding Face cover	Welding Gloves	Flame resistant clothes	Safety toed shoes	Di-electric safety shoes	Chainsaw Chaps	Chemical Goggles	Respiratory Protection	• Self-Contained	• Air Purifying
Brush cutting		X	X		X			X			X						X		X	X			
Changing chlorine cylinders									X		X	X										X	

Hearing Conservation Program

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Purpose

This policy was created to protect the hearing of our employees while they are at work. This policy covers what occupational exposures employees may have to loud sounds and how employees will be protected from the exposures while at work.

Copies of this policy will be accessible to employees at each department. Each employee exposed to noise above the threshold will be trained on this policy.

Leadership and Accountability

The Safety Committee will be responsible for annually evaluating the hearing conservation policy effectiveness, monitoring noise levels within the facilities and selecting appropriate hearing protection.

Employees are accountable for the proper care, maintenance, and proper use of the hearing protection.

Employees should refer questions or comments about this policy to their department head.

Noise Audits

Audits may be conducted by using either a phone Apps or a decimeter to determine if a location is at or near 85 decibels.

All locations and equipment will be audited to determine if it exceeds 85 decibels.

All locations and equipment that exceed the 85-db limit shall be conspicuously marked to notify employees of the risk.

Audiometric Testing

1. Audiometric testing will be performed on all employees whose exposures equal or exceed an 8-hour time-weighted average TWA of 85 decibels (Action level).
2. Audiometric testing will be provided at no cost to employees.
3. Audiograms will be conducted at least **annually** after obtaining the baseline audiogram for each employee exposed at or above an 8-hour time-weighted average of 85 decibels.
4. The City Clerk Assistant will maintain a record of all employee audiometric test records.
 1. Name and job classification of the employee and all recent noise assessments.
 2. Date of the audiogram.
 3. The examiner's name and noise method used.

Hearing Protectors

The supervisory staff shall ensure the hearing protectors are worn:

1. By any employee who is subjected to sound levels equal to or exceeding an 8-hour TWA of 85 decibels.
2. By any employee who has experienced a persistent Standard Threshold Shift and who is exposed to 8-hour TWA of 85 decibels or greater.
3. By any employee who has not had an initial baseline audiogram and who is exposed to 8-hour TWA of 85 decibels or greater.

Employees will be given the opportunity to select their hearing protectors from a variety of suitable hearing protectors at no cost to them.

Employees will be held accountable for properly using and maintaining the equipment furnished.

Employee Information and Training

Training will be provided to all employees so they acquire the understanding, knowledge, and skills necessary for the safe performance of their duties. Training will be documented and the records stored at each department.

Record Keeping

- Noise exposure records will be retained for **two years**.
- Audiometric tests records will be retained for the duration of the affected workers' employment and available to employee upon request.

RADIO HEADSETS ARE ALLOWED IN THE WORK PLACE

The use of radio headsets will be allowed in the work place at the Safety Committees or Safety Coordinators discretion and dependent upon the work place conditions.

Violation of Hearing Conservation Program

Employees who violate the hearing conservation program procedures will be disciplined according to the City Employee Manual. Employees will also be required to attend retraining on the procedures or policies that were violated.

To view and download the Section 1910.95 Hearing Conservation Regulations from the OSHA web site, go to: <http://www.osha.gov>

Noise Audit Worksheet

Location:

--

Last updated:

--

Updated by:

--

[illegible]

Page: _____ of _____

AUDIOMETRIC EXAMS

(Hearing Tests)

- Hearing tests will be given to any full-time permanent employees working in the Maintenance, Parks, Police, Fire or other high exposure departments.
- All hearing tests are conducted within the first year of employment to establish a baseline.
- Hearing tests may be administered every two (2) years.

EMPLOYEE INFORMATION

Name: _____

Date: _____

Work Area: _____

Employee ID: _____

City, State: _____

Dealer Location: _____

HEARING TESTS CONDUCTED BY:

Medical Clinic Name: _____

Address: _____

City, State, Zip: _____

Accredited Tester Name: _____

Phone Number: _____

- ****PRE-TESTING PROCEDURES-** Employees notified they need to avoid “high” noise exposures for at least 14 hours immediately before the hearing test.
- The person doing the hearing tests will notify the employer that an employee has experienced a hearing loss of 10 decibels or more.
- Any employee who has experienced a hearing loss will receive a retest within 30 days of the first exam.
- A letter is sent to the employee within 21 days of notification of a confirmed hearing loss. [21 DAY WRITTEN NOTIFICATION]
- Hearing tests result placed in employee file for as long as employed.

EMPLOYEES WITH A VERIFIED HEARING LOSS:

- When hearing loss is verified the employee will be required to wear hearing protection.
- If there is another reason, other than occupational noise, which may explain an employee's hearing loss, the employee will be referred to a physician for further follow-up.

Blood-borne Pathogens

Exposure Control Plan and Procedures

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Purpose

This policy was created to protect our employees from bloodborne pathogens while they are at work. This policy covers what occupational exposures employees may have to bloodborne pathogens and how employees will be protected from the exposures while at work. This program also serves to help the City of Carter Lake and its employees comply with Occupational Safety and Health Administration (OSHA) respiratory protection requirements as found in 29 CFR 1910.1030.

Copies of this policy will be accessible to employees at each department. Each employee potentially exposed to bloodborne pathogens will be trained on this policy.

Leadership and Accountability

The Safety Committee will be responsible for annually evaluating the bloodborne pathogens policy effectiveness and selecting appropriate personal protection equipment.

Employees are accountable for the proper care, maintenance, and proper use of the personal protection equipment.

Employees should refer questions or comments about this policy to their department heads.

Key Definitions

Contaminated means the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.

Exposure Incident means a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that result from the performance of an employee's duties.

Occupational Exposure means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.

Universal Precautions is an approach to infection control. According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, and other bloodborne pathogens.

Work Practice Controls means controls that reduce the likelihood of exposure by altering the manner in which a task is performed (e.g., prohibiting recapping of needles by a two-handed technique).

Employees covered

Employees that perform tasks that meet one of the following descriptions shall be covered under this policy:

- a. Tasks that involve actual or potential for mucous membrane or skin contact with blood, body fluids or tissues.
- b. Tasks that involve no exposure to blood, bodily fluid or tissues, but employment may require exposure in an emergency.

A list of job classifications of covered employees is maintained as an appendix to this policy. The tasks that may result in occupational exposure will be included for each classification as well as the personal protective equipment that is provided to the employees.

Personal protective equipment

Contaminated equipment and clothing shall be cleaned, laundered or disposed of by each department. Boots or footwear need to be thoroughly cleaned or disposed of. Employees **shall not be allowed** to take contaminated clothing home to launder.

Contaminated clothing and sheets shall be laundered at: Carter Lake Fire Department

Follow the policy on cleaning and or disposing of contaminated equipment.

Universal precautions

Employees will obey with the following precautions if exposed to blood or blood products:

- a. Wash hands after any potential exposures as soon as practical. Bottles of waterless hand soap or Clorox wipes may be issued to all employees working at locations without water sources.
- b. Use necessary PPE with limited exception.
- c. Use cut resistant gloves when handling contaminated sharps, glass or needles must be disposed in a puncture resistant and leak proof container with proper warning labels.
- d. Disinfect respirators after each use. **Follow manufacturers' directions on disinfecting procedures on respirators.**
- e. Employees with cuts or scrapes on their hands while preparing food must use food preparation gloves.
- f. Eating, drinking, smoking, applying makeup or handling contact lenses is prohibited in work areas where there is a reasonable likelihood of exposure.

Employee Information and Training

Training will be provided to all employees so they acquire the understanding, knowledge, and skills necessary for the safe performance of their duties. Training will be documented and the records stored at each department. See IMWCA Online training Course BP09

Housekeeping

All work-sites and vehicles will be maintained in a clean and sanitary condition. Each department must determine and implement an appropriate written schedule for cleaning and method of decontamination based upon the location, type of surface to be cleaned, type of soil present and tasks or procedures being performed in the area.

All contaminated equipment or locations shall be cleaned up as soon as feasible using the universal precautions. All bins, pails, cans and similar receptacles intended for reuse that have a reasonable likelihood for becoming contaminated with blood or other potentially infectious materials should be inspected and decontaminated on a regularly scheduled basis and cleaned and decontaminated

immediately or as soon as possible upon visible contamination per policy and those trained in clean up procedures. Biohazard bags and containers will be provided for contaminated material disposal.

Hepatitis B vaccination and post-exposure evaluation and follow-up

Hepatitis B vaccine and vaccination series will be provided **free of charge** to all employees who have occupational exposure, including post-exposure evaluations and follow-ups for all employees who have had an exposure incident. Medical evaluations and procedures, including the Hepatitis B vaccine and vaccination series, and post-exposure evaluation and follow-up, including prophylaxis, will be performed by or under supervision of the designated physician.

Employees seeking Hepatitis B vaccinations, post-exposure review or other medical procedures under this policy shall use the following doctors or clinics:

Name of Physician	Clinic	Telephone number

Employees accepting Hepatitis B vaccinations shall complete the consent form (see page 7)

Employees declining the Hepatitis B vaccinations shall complete the declination form (see page 8)

The forms and other medical records shall be maintained in the employees' confidential medical file.

Post-exposure procedures

Employees subjected to an exposure incident **must**:

- Immediately report exposure incident to the Safety Coordinator & then the Company Nurse.
- Complete employee's incident report within 12 hours of exposure, and
- Report to the Cities designated health care provider for post exposure evaluation, care and counseling.

Outside contractors

If Applicable, The Department Head shall inform all contractors of the elements of this policy. Contractors must also make a copy of their bloodborne pathogens policy and their exposure control plan available to the Department Head immediately upon performing tasks for agency.

To view and download the Section 1910.1030 Blood-borne Pathogens Regulations from the OSHA web site, go to: <http://www.osha.gov>

Bloodborne Pathogens Exposure Determination

CITY OF CARTER LAKE, IOWA

Employees under these classifications have been identified as having potential occupational exposure risks:

Police Department

- Covered employees: all patrol officers, command officers, jailers, trainees and custodial staff
- Tasks: restraint of suspects, first aid/CPR, accident/crime scene investigations, housekeeping duties
- PPE: gloves (Cut resistant preferred), resuscitation masks

Fire Department

- Covered employees: all firefighters, fire inspectors and command officers
- Tasks: first aid/CPR
- PPE: glove (Cut resistant preferred), resuscitation masks, resuscitation pads, Hazmat Suit, Bio Suit if needed.

Parks and Recreation

- Covered employees: life guards, pool manager, policy instructors, laborers, parks supervisors, park ranger and custodial staff
- Tasks: first aid/CPR, garbage collection, housekeeping duties
- PPE: gloves (Cut resistant preferred), resuscitation masks

Wastewater and Water Treatment Plant

- Covered employees: lab techs, supervisors and wastewater operators I and II
- Tasks: first aid/CPR, sewer line repair, sample collection, pump maintenance, housekeeping duties
- PPE: gloves, resuscitation masks, protective eyewear. Bio Suit and face shield depending on job duties.

Garbage

- Covered employees: all route supervisors and collectors
- Task: first aid/CPR, garbage collection
- PPE: gloves (Cut resistant preferred), resuscitation masks, protective eyewear

Other: library, courthouses, maintenance shops

- Covered employees: housekeeping
- Task: first aid/CPR
- PPE: gloves, protective eyewear

Employee Consent Form

This is to certify that I, _____ have been informed of my need to take the Hepatitis B vaccination due to the exposure created by my employment.

I have read the prescribed information for the Hepatitis B vaccine and understand the usage, contraindications, precautions, adverse reactions, dosage and administration related to the vaccine.

I understand that I must have three (3) doses of the vaccine to confer immunity and that the cost of the Hepatitis B vaccine will be assumed by the employer.

I also understand that there is no guarantee that I will become immune or that I will not experience any adverse side effects from the vaccine.

I have read this form and understand its contents; therefore, I request that the Hepatitis B vaccine be given to me.

Employee's Signature

Date

Signature of Person Administering Vaccine

Date

Vaccination Date	Lot Number	Site Given	By Whom	Manufacturer

Hepatitis B Vaccination Declination form

I understand that due to my occupational exposure to blood or other potentially infectious materials that **I may be at risk** of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with the Hepatitis B vaccine at **no charge**. However, **I decline** the Hepatitis B vaccination at this time. I understand that by declining vaccination, I continue to be at risk of acquiring Hepatitis B virus infection.

If in the future, if I continue to have occupational exposure to blood or other potentially infectious materials and I want the Hepatitis B vaccination, **I can receive the series at no charge to me.**

I have read this form and understand its contents. **Employee's initials:** _____

Employee's Name: _____

Employee's Signature

Date

Witness Signature

Date

Cutting, Welding and Other Hot Work Operations Program

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Purpose

This program was created to ensure the safety and health of our employees while performing tasks that require the use of cutting torches and welding equipment. All procedures and policies were prepared in accordance with OSHA regulation Section 1910.251 through 255 Welding, Cutting and Brazing.

Copies of this program will be located at each work site where hot work is performed.

Program Administrator

The program administrator (safety committee) shall be responsible for annual review of the program. The department heads are responsible for employee training, purchase of equipment and incident reviews of injuries or illnesses involving welding, cutting or other hot work.

Employees should refer their questions about this program to their department head.

The program administrator is the Safety Committee.

Annual review

The program shall be evaluated each year to determine its effectiveness. *See evaluation form-page 21*

Qualified operators

Only qualified operators will be allowed to operate cutting and welding equipment.

Designated Cutting and welding area

- All cutting and welding operations will be conducted in the designated area when possible.
- Welding screens shall be provided to protect personnel from welding flash, sparks or flying slag.
- The ventilation system must be on when welding.
- Prior to beginning cutting or welding operations, the operator must conduct an inspection to ensure the following:
 - There are no flammables or combustibles are within the clear zone
 - Cutting and welding equipment is in good condition
 - A fire extinguisher is available and ready

Cutting and welding outside of designated area

If cutting and welding operations are necessary outside of the designated area, the following procedure must be followed:

- A supervisor must complete a pre-work inspection to ensure the following:
 - There are no flammables or combustibles are within the work zone
 - Cutting and welding equipment is in good condition
 - A fire extinguisher is available and ready
 - Floor and wall openings are covered to prevent sparks or slag from escaping
 - There is sufficient ventilation in work area
 - Screens and barriers are used to protect other workers in adjacent areas
 - A fire watch has been designated

Fire watch

Fire watchers shall be required whenever welding or cutting is performed in locations where a fire might develop, or any of the following conditions exist:

- There is appreciable combustible material, in building construction or contents, closer than 35 feet to the point of operation.
- Appreciable combustibles are more than 35 feet away but are easily ignited by sparks.
- Wall or floor openings within a 35-foot radius expose combustible material in adjacent areas including concealed spaces in walls or floors.
- Combustible materials are adjacent to the opposite side of metal partitions, walls, ceilings, or roofs and are likely to be ignited by conduction or radiation.

Fire watchers shall have fire extinguishing equipment readily available and be trained in its use. They shall be familiar with facilities for sounding an alarm in the event of a fire. They shall watch for fires in all exposed areas, try to extinguish them only when obviously within the capacity of the equipment available, or otherwise sound the alarm. A fire watch shall be maintained for at least a half hour after completion of welding or cutting operations to detect and extinguish possible smoldering fires.

Personal protective equipment

In accordance with Section 1910.252(b) (2), all employees involved with hot work shall be issued and required to wear appropriate personal protective equipment.

Personal protective equipment shall be inspected on a frequent basis and maintained according to the manufacturer's recommendations.

Lockout/tagout procedures

If the hazard evaluation determines that lockout or tagout procedures are required to safely perform a task in a permit required space, employees shall refer to the *entity's* lockout /tagout policy for proper procedures.

Hazardous communications

Material Safety Data Sheets (MSDS) shall be available for welding rods as well as for oxygen and acetylene.

General safety requirements

- Welding cables and hoses are to be kept clear of passageways, ladders and stairways.
- When welding or cutting containers such as barrels or tanks, the containers are thoroughly cleaned to remove materials that, when heated, may cause fire, explosion, or release of toxic materials.
- Mechanical ventilation is provided when there is less than 10,000 cubic feet of space per welder or when the ceiling height is less than 16 feet.
- Welders are forbidden to coil or loop welding electrode cable around their body.
- Electrodes must be removed from the holders when not in use and power to welder disconnected.

Employee information and training

Any employee authorized for welding and cutting operations shall receive training as required by Section 1910 Subpart Q - Welding, Cutting, and Brazing. Training will include:

- An overview of Section 1910.252- 255,
- the details of this program,
- general hazards associated with hot work in the workplace,
- the selection and use of proper personal protective equipment,
- explanation of hot work permit system,
- duties of fire watch,
- recognizing hazards
- and emergency response procedures.

The employer shall provide training so that all employees acquire the understanding, knowledge, and skills necessary for the safe performance of their duties.

Outside contractors

The program administrator shall inform all contractors of the elements of this program. Contractors must also make a copy of their *Cutting, Welding and Other Hot Work Operations* program available to the program administrator. Those who fail to follow the program requirements will be asked to leave the premises. Contractors with an insufficient program will not be allowed to begin work until their program meets or exceeds the requirements of this program.

Violation of cutting, welding and other hot work operation program

Employees who violate the permit required confined spaces procedures will be disciplined according to the Safety Manual. Employees will also be required to attend retraining on the procedures or policies that were violated.

Appendix A

To view and download the Section 1910 Subpart Q - Welding, Cutting, and Brazing from the OSHA web site, click on the following link:

<http://www.osha.gov>

The standard and mandatory appendices will be reviewed and applied with this program.

Sample Hot Work Permit

Date: ____ / ____ / ____

Location: _____

Nature of Job: _____

The above location has been examined; the precautions checked below have been taken to prevent fire.

The supervisor must inspect the proposed work area and check precautions to prevent fire.

General precautions

- ☐ Sprinklers and/or fire host in service
- ☐ Cutting and welding equipment in good repair
- ☐ Area supervisor notified

Precautions within 35 feet of work

- ☐ Floors swept clean of combustibles
- ☐ Combustible floors wet down, covered with damp sand, metal, or fireproof sheets
- ☐ No combustible materials or flammable liquids
- ☐ Combustibles and flammable liquids protected with fire-proof tarpaulins or metal shields
- ☐ All wall and floor openings covered
- ☐ Fireproof tarpaulins suspended beneath work to collect sparks and protect pedestrians

Work on walls or ceilings

- ☐ Construction is noncombustible and without combustible covering or insulation
- ☐ Combustibles are moved away from hot zone

Work on enclosed equipment

- ☐ Equipment cleaned of all combustibles
- ☐ Containers purged of flammable vapors
- ☐ Adequate air flow through enclosed equipment to be provided while cutting and welding is done

Fire watch

- ☐ To be provided during and for 30 minutes after operation
- ☐ Supplied with extinguishers or small hose
- ☐ Trained in use of equipment and in sounding alarms

I have personally examined the above and certify that the checked precautions have been taken.

Signed: _____ (Supervisor Performing Work)

Permit Expires on ____ / ____ / ____ at ____: ____ AM/PM

Final Check-Up

Work area and all adjacent areas to which sparks and heat might have spread (such as floors above and below and on opposite sides of walls) were inspected for at least 30 minutes after the work was completed and were found fire safe.

Carter Lake Chain Saw Policy

OBJECTIVE

The objective of this policy is to reduce the risk of injury or fatality from use of chain saws for felling, cutting or trimming trees or wood by City employees.

POLICY

This policy sets forth the requirements for work with chain saws by City of Carter Lake, Iowa personnel.

RESPONSIBILITIES

The Safety Coordinator, Department Supervisor or their designee has the primary responsibility for the development and administration of the Chain Saw Safety Program.

CITY DEPARTMENTS

Departments have the primary responsibility for purchasing work equipment, tools and personal protective equipment that meets current recognized standards.

DEPARTMENT SUPERVISORS or DESIGNEE

Have the primary responsibility for ensuring safe use of chain saws, tree trimming and tree removal operations including:

Conducting visual safety & hazard assessments on the operation site and relaying information to employee performing the duties.

Supplying the necessary safety equipment that is maintained and meets current standards.

Ensuring the employees are trained on this policy and procedures included in this section.

Assuring that safe work practices are utilized and prohibit the use of poor and forbidden practices by all employees.

EMPLOYEES

Employees have the primary responsibility for following supervisory direction, abiding by prescribed work practices & this Policy, wearing appropriate personal protective equipment described in this Policy, inspecting all safety equipment and tools before and after use & reporting any scene safety, tool/equipment issues to their supervisor before or after use.

PROCEDURES

Chain saws are among the most hazardous power tools used. The unguarded blade, difficult terrain upon which one must often work and stresses applied to the materials to be cut creates high potential hazard. The use of proper operating procedures, personal protective equipment, safeguards on saws and proper work planning and execution can greatly reduce these potential hazards. Note: safe use of a chain saw requires an alert operator. Do not operate a chain saw if feeling fatigued or are taking prescription medication or non-prescription drugs that cause drowsiness or may otherwise impair the ability to function.



Required Saw Components

- All chains saws used by City employees or must be equipped with the following safety components:
- **Chain catcher/guard:** to prevent a broken or dislodged chain from striking the operator
- **Muffler:** to reduce engine noise
- **Hand guard:** minimizes chain saw kickback for saws placed into service before February 9, 1995
OR
- **Chain brake:** lever to stop the chain if disengaged, for saws placed into service after February 9, 1995

An Anti-vibration handle system is recommended to limit ergonomic stress to the operator's hands and fingers.

Required Personal Protective Equipment

Minimum Personal Protective Equipment for Chainsaw Operators and Assistants on all scenes.

Head Protection: Hardhats must be worn by ALL employees on scene and when operating a saw. Chain saw operators will wear hardhats during all trimming and felling operations. The hard hats must comply with ANSI standards.

Eye and Face Protection: Logger-type mesh screens provide adequate protection for chain-saw operation. Polycarbonate face shields & Goggles/safety glasses also provide adequate protection but have the disadvantage of fogging and becoming scratched.

Leg Protection: Employee who operates a chain saw must wear leg protection made of cut-resistant material (e.g. ballistic nylon, polyester, Kevlar, etc.) The leg protection must extend from the upper thigh down to the boot top and adequately cover the leg (e.g. chaps, logger or fire gear pants). NFPA or Underwriters Laboratories (UL) labels leg protection which meets cut resistance requirements. (ASTM F1414-92a)

Foot Protection: Employee involved in chain saw operations as an operator or a helper must wear heavy-duty steel-toe boots (ANSI Z 41-1991). Foot protection should be heavy enough to meet cut resistance requirements to allow time for operator reaction or shutoff of equipment.

Hand Protection: Heavy duty, nylon or Leather gloves must be used at all time operating a chain saw.

Hearing Protection: All employees must wear muff or plugs style ear protection that meets minimum ANSI standards for the decibels given off by the saw used. See our Hearing Protection Policy that gives our standards to follow.

Saw Maintenance

Proper saw maintenance increases safety and productivity. Check controls, chain tension, and all bolts and handles to ensure they are functioning properly and adjusted according to the manufacturer's instructions.

Properly sharpened teeth will cut quickly, smoothly and more safely. Wear leather gloves when sharpening the saw teeth. The saw teeth can easily inflict injury. File or grind according to instructions for best performance.

Check the chain tension and lubrication system for proper function. Proper chain tension helps to ensure long chain life and safer cutting. A chain that is too loose may derail and whip dangerously. A chain that is too tight will bind and wear prematurely. All chains stretch with use and frequently need checking and readjusting. Good lubrication helps prolong chain life and maintain tension adjustment. Check the oil often and refill according to instructions. Use the bar oil recommended by the manufacturer.

Follow the manufacturer's instructions in the operator's manual when making adjustments to the chain or engine.

Operating Procedures

Never work alone with a chainsaw. These scenes can be dangerous.

Fueling: Fuel saw outdoors. Always shut off engine and allow it to cool before fueling. Fuel the saw at least 10 feet from sources of ignition on bare earth if possible. Wipe up any spilled fuel and check for leaks especially around the cap. The chain saw must be started at least 10 feet from the fueling area. Chainsaw fuel must be stored in a 3 gallon or smaller approved (FM or UL) safety can and stored in a designated truck cabinet or safety cabinet if stored inside.

Transporting Saw: The chain saw should be transported in a level position with the gas cap up, the bar behind you and the muffler on the side away from you. Carrying the saw with the engine running is dangerous and should be avoided. The saw should never be carried more than 20 feet with the engine running unless the chain brake is engaged. Shut off or engage the chain brake whenever the saw is carried. Always turn off the saw before putting it down. Do not carry the saw in the passenger area of a vehicle. The saw should be transported in a case but if one is not available then keep the bar/chain in a guard.

Starting Saw:

Never “Drop Start” a Chain Saw: This is a dangerous practice and specifically prohibited by OSHA. Always start it on the ground or on a stable surface. This is the only acceptable method for starting a chain saw.

Ground Start: Engage/lock the chain brake. Place the saw on the ground where good balance and secure footing can be maintained. Make sure the chain is off the ground and not touching anything. Grip the front handlebar firmly and press down. If the saw has a rear handle that is level with the ground, place toe of foot into the handle and place weight on foot. Turn the ignition on. Pull out the starter rope until resistance is felt then give a brisk, strong pull.

Felling Trees & Cutting Materials

There are many things to do and consider before starting to cut a tree or other materials.

Determine the fall direction. Consider the area surroundings of all operations prior to cutting anything.

- rot or defect in the tree, material or attached objects
- leaning, strength and angles of objects and materials
- wind – will it have an effect on how and where the object will fall?
- shape and weight of limb/material
- surrounding terrain and stability of area and materials
- other trees or objects – a very dangerous hazard is made when the cut object entangles with another and does not fall completely or collapses other trees or materials
- life safety, Other workers, victims and other structures

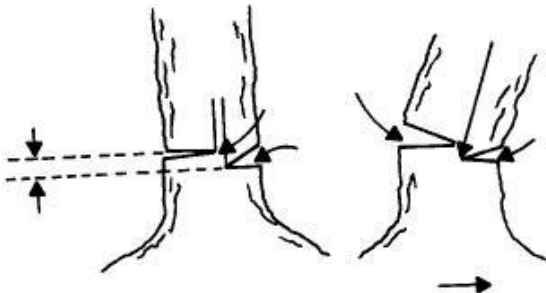
Emergency Personal at Emergency Scenes: All proper PPE must be worn at all times during ANY saw operations. All emergency personnel will follow this policy along with our Fire Department, County, State, Federal or NFPA training standards and procedures for saw operations and emergency scene operations.

Identify all electrical lines in area. If an electric power line is in the vicinity of the object, don't attempt to cut/work on the object unless you are absolutely certain that it will not interfere with the electric line. If the object must be removed and you suspect there will be a problem, call the power supplier, they have the expertise to do it safely.

Clear the area of people and vehicles. Keep non employees out of the work/danger zone. Generally, employees must not approach any closer than 2 tree-lengths of the trees being cut. Trees must be trimmed and felled in a manner that does not create a hazard to employees.

Plan a safe, unobstructed path of retreat before making a cut. The path should be at approximately a 45-90 degree angle away from the line of fall. Remove branches and debris that might be trip or fall hazards when retreating from a falling object.

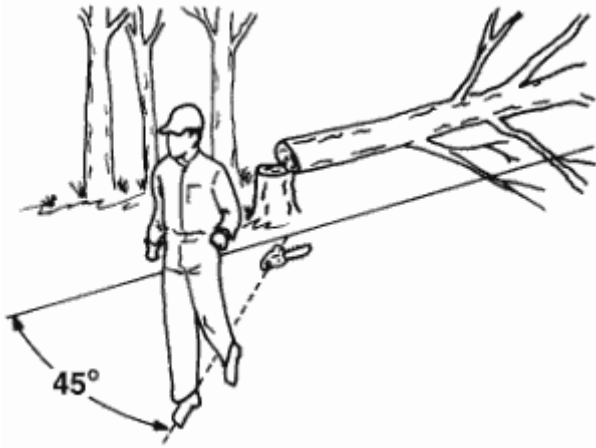
Plan and make the cuts carefully. Cutting must be done uphill from or on the same level as previously felled trees. Always keep in mind where the chain will go if it breaks; never position yourself or other people in line with the chain.



Smaller trees (up to a 5-inch diameter) may be cut clear through with one pass. Larger trees may require a series of cuts. Start with a 45-degree notch on the side that the tree will fall towards. Cut the bottom of the notch first, about one third of the way through the diameter. The second cut is made at a 45-degree angle that will meet the depth of the first cut. The felling cut should be made from the opposite side, about 2 inches higher than the floor of the notch. Do not cut all the way through but leave a hinge that will keep the tree from kicking back and upward as it falls. The hinge will be about 1/8 to 1/6 of the diameter where you are cutting.

Retreat when the tree starts to fall. Shut off the chain saw, set it down safely (don't throw it), and leave by the planned escape route. Do not return to the site until the tree is down and no longer moving. If the tree should roll, let it; one person cannot stop or control a moving tree.

If a tree happens to be so well balanced that it does not fall after a felling cut has been made, two wedges can be used to start the fall and influence its direction. Always use two wedges and a sledge that has a face 1/3 larger than the face of the wedge.



Plastic or wood wedges are safer than metal since they will not damage the saw teeth or chain. Always remove the chain saw when wedges are being driven into the cut. Strike the wedge carefully since a careless blow may cause the wedge to pop out of the cut and allow the tree to fall backward. Never use an axe as the wedge or driver. If cutting must be continued, insert the chain saw into the cut very carefully since the conditions are extremely dangerous.

Special precautions must be taken with “danger trees”. These include spring poles and hung-up trees or when any loose overhead debris is present such as limbs or tree tops that may fall at any time. Overhead debris is extremely dangerous.

Each danger tree must be felled or removed using mechanical or other techniques to minimize employee exposure before work is begun in the area of the danger tree. If the danger tree cannot be felled or removed, it must be marked and there shall be no work allowed within 2 tree-lengths of it, unless the supervisor demonstrates that a shorter distance will not create a hazard for an employee.

When cutting trees under stress, no employee other than the feller must be within 2 tree-lengths of the tree when the stress is released.

Trimming & Cutting of Trees and Other Materials

Cutting wood, limbs, trees or other materials is very dangerous. Use two hands on the saw at all times. Never force a chain saw through a cut, if it is properly sharpened and adjusted it will cut, almost by itself. Keep in mind that the hardness of the wood or material will have a major effect on how quickly it cuts.



Be sure that the tree or material is stable and will not move as you work.

Examine the scene & situation at every site. Be certain that it will not bind. Cut on the opposite side of the tree trunk whenever possible, this keeps the trunk between you and the saw. Never make cuts with the saw between your legs. Don't stand on a log and saw between your feet. Emergency scenes and first responder need to use your training standard according to local, state, federal and NFPA procedures and guidelines.

Never cut above shoulder height.

Never stand on the downhill side when removing limbs. Always keep in mind that the tree trunk may roll as limbs are removed. Watch for limbs that may spring out when they are cut due to the released tension. These limbs can cause injury.

Whenever possible, keep the tree limb or similar barrier between yourself and the saw blade.

Always stand to one side of the limb you are to cut, never straddle it.

Larger limbs may require more than one cut to be removed safely. Plan the cuts so that there will be no binding. Remember that stored energy can cause a cut to pinch the blade and immobilize your saw. Wedges can be used as previously mentioned. Always plan an escape route when removing large limbs since they may roll when they become free of the tree trunk.

When cutting large limbs and the trunk of the tree into convenient lengths be sure the trunk is supported along its entire length and will not roll. Block or wedge the trunk in place, if needed. Cut downward from the top of the trunk about one-third of the diameter and then roll it over to make final cuts.

Wedges can be used to keep the cut open if the log cannot be rolled over. They must be driven with care so they will not come into contact with the chain saw. Even though this should prevent pinching, always be alert to the situation.

Stand on uphill side when cutting because objects may roll or shift.

If the limb, tree, or other material is inclined or supported by both ends cut downward one-third of the way and then finish by cutting upward from the underside to meet the first cut. Be careful to keep the saw out of the dirt, the teeth will throw debris and be dulled, and wear on the chain will be increased.

Prevent Kick Back

Saw kick back is one of the primary hazards of chainsaw work. Kickback of a chainsaw is when the teeth on the chain catch on something as they rotate around the tip of the blade. The teeth may have enough force to cause the blade to kick back violently toward you, hence the term “kickback.” There are three primary situations that can cause kickback:

- When the nose of the blade strikes another object.
- Starting a bore cut improperly.
- When the blade nose or tip catches the bottom or side of a saw cut during reinsertion.



The best defense against kickback is to keep the tip guard on the chain saw. However, this does limit what you can do with the tool.

Some kickback control can be maintained by keeping a firm hold on the saw and using a saw which has a chain-brake or kickback guard.

Be alert for blade-pinching situations.

Cut branches at the base of the blade; don't saw with the tip of the blade. Use a high chain speed when reinserting the blade in a cut or removing it from a cut. Keep the saw teeth sharp so they will cut; dull teeth are more likely to cause a kickback.

Always cut below shoulder height, otherwise the saw is difficult to control and is too close to your face.

Helpers should never work so close to the chainsaw operator that they may be struck by the saw if it kicks back, or by an object being cut, which may spring due to stress.

Training

Training must be provided to all personnel assigned to use or work on a crew that uses chain or other types of saws.

The training shall include:

- Safe performance of work tasks
- Safe use, operation and maintenance of chain saws and other tools used
- Review of the manufacturer's operating and maintenance instructions, warnings and precautions
- Recognition, prevention and control of other safety and health hazards that may be encountered during typical work tasks
- Reporting of irregular events, incidents, accidents, injuries or other issues with the work scene, other employees or equipment
- Reviewing this policy

Each new employee and each current employee who is required to be trained shall work under the close supervision of a designated trained & experienced person until that employee demonstrates the ability to safely perform their saw operation duties independently.

All training must be documented in writing or with individual attendance recorded. Online classes may also be used.

Carter Lake Fitness Center Policy and Procedures

Policy Statement

It is the policy of the City of Carter Lake to promote health and wellness while encouraging employees and their invited guests to engage in safe conduct while participating in Wellness activities and events and while utilizing our recreational/fitness facilities. Accordingly, in addition to encouraging employees and their invited guests to use good judgment, the City of Carter Lake has adopted this policy to approve rules designed to encourage safe behavior on the part of current employees and their invited guests of the Fitness Center.

Application of Policy

This policy applies to all City of Carter Lake employees including the employees invited guests who utilize the recreational/fitness facility.

General Procedures and Responsibilities

The City of Carter Lake will not provide professional or personnel trainers. Children under the age of 15 are not permitted to utilize fitness center. Minor children must be the biological child of the Employee bringing them. Smoking, use of tobacco products, or alcoholic beverages are not allowed in any recreational/fitness facility. Food or drinks, except water bottles, are not allowed in fitness center. Proper clothing and footwear are required at all times. No animals other than those assisting the disabled are allowed in any recreational facility.

Facility Usage

All current City of Carter Lake employees and their invited guests are eligible to use the facilities per this policy.

All guests must be invited by an employee. The employee must present his/her guest at all times.

Guests of an Employee may use the recreational/fitness facilities only after reviewing and performing the following rules below.

1. Invited guests 18 years of age or older must read this policy and then sign the Cities "general release of liability" which holds the City legally harmless of any injuries, sickness or death including the City's own negligence that occurred to the guest while using this facility.
2. If the Biological invited guest is 15,16 or 17 years of age, the City employee must sign the waiver for them under employee signature accepting full and legal responsibility their biological minor guest. The invited biological guest will sign it under guests' signature. By signing, both parties understand, acknowledge and accept the signed waiver and risks involved in using these facilities.

Participation in our Fitness Center facilities is a privilege. All members and guests who use our Fitness Center Facilities are expected to:

- Treat the fitness center, employees and facilities with respect and respond appropriately to all reasonable employee requests.
- Act with character and courtesy while respecting the rights, welfare and dignity of all others in the Fitness Center.
- Abide by all posted rules and this policy.
- Act in a safe, courtesy and responsible manner in regards to themselves and others in the Fitness Center.
- Employee must be in the workout room at all time with all guests. If employee must leave room for any reason (like restroom break) ALL guests must stop his/her workout till the Employee returns.

The City of Carter Lake has the authority to remove or revoke anyone's facility usage for violating these standards of conduct or Fitness Center facility rules. Employees may also be subject to disciplinary action from the City.

Members or their invited guests may be subject to temporary or permanent loss of facility usage privileges for the following (but not limited to) misconduct:

1. Physical or verbal abuse, threats, intimidation, harassment, hazing, coercion and/or other conduct which threatens or endangers the health or safety of any person.
2. Unauthorized use or granting unauthorized use to another non-City employee.
3. Unauthorized Entry of non-employee without the said employee being present.
4. Disorderly or lewd conduct or behavior including disorder associated with alcohol or controlled substances.
5. Recording images either by photograph, video or digitally without knowledge of the individual being recorded.
6. Unauthorized Commercial Activity or use of the facility for personal or monetary gain, including posting, advertising, instructing by private sessions, or soliciting individuals in the Fitness Center for personal services, businesses, or agencies.
7. Use of illegal drugs or alcoholic beverages. Members demonstrating signs of any impairment will be denied access to the Fitness Center or asked to leave immediately.
8. Failure to abide by a reasonable request of City employee or Official.
9. Vandalism: Damage to or destruction of any City property or equipment.

10. Possession of firearms, explosive device, or another deadly weapon when on City premises. 911 will be called immediately and police report will be made.
11. Improper or unsafe usage of workout equipment.
12. Failure of employee or their guest to immediately report to City Staff (City Hall) or their (Department Supervisor) of any above issues or injuries to anyone using this facility.
13. Employees and guests have an obligation to assure that they are healthy enough and have the mental and physical capacity to assume the liabilities and risks of a physical working out and have had proper training for usage of general workout equipment prior to working out. It is recommended that all employees or guests consult with a doctor concerning their health and exercise needs prior to using the Cities facility.

CITY OF CARTER LAKE Fitness and Exercise Room Waiver

Release of All Liability & All Claims:

In consideration for being allowed by the City of Carter Lake, Iowa ("City"), to use its fitness equipment and exercise room I, _____, being 18 years of age or older, do hereby release, forever discharge and agree to hold harmless the City and the officers and employees thereof from any and all liability, including the City's own negligence, for claims or demands of any kind or nature for personal injury, sickness, or death, as well as property damage and expenses, which may be incurred by me while participating in the use of the equipment facilities at City Hall.

Furthermore, I hereby assume all risk of personal injury, sickness, death, damage and expense as a result of participation in the use of equipment and facilities. I understand that there are risks associated with it, both known and unknown, and I freely accept those risks. Carter Lake is not advising me on the use of said equipment and facilities and I know I should consult with a doctor concerning my health and exercise needs prior to working out at this facility.

I further hereby agree to hold harmless the City of Carter Lake, Iowa, its officers, officials, employees and agents, for any liability of above conditions sustained by said City as the result of any acts or omissions of mine, whether negligent, willful or intentional, including expenses incurred attendant thereto.

Employees signing for themselves and any of their invited guests and minor (Biological Children) on the employee signature line assumes and accepts all of the above risks, liability and conditions for their guests and minor children.

Guests (over 18 years of age) signing for themselves on the guest signature line assumes and accepts all of the above risks, liability and conditions above.

Minor guests, by signing below the minor guest acknowledges they have read this waiver and understand it and all the risks involved in using this facility.

Employee Signature

Date

Guest or Minors Signature

Date

CITY OF CARTER LAKE, IOWA

DRIVER & OPERATOR POLICY

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Purpose:

This policy was developed to assist the City of Carter Lake, Iowa with the development, training, benefit and enforcement of employees and elected officials to have a valid driving license, to not drive distracted and to get annual MVR checks.

This policy also gives facts and guidance for safe driving and safe operation rules. This policy also provides direction to employees and elected officials on ways to improve everyone's safety while driving or operating city and privately owned, rented or leased vehicles and equipment that are being used for City business purposes.

Employees and elected officials have a responsibility to follow all vehicle and equipment manufactures safety and operation recommendations, all laws and this City policy.

It is the responsibility of the City of Carter Lake to hold employees and elected officials accountable for

failure to follow all vehicle and equipment manufacturers safety and operation recommendations, all laws and this policy.

SEAT BELT Q&A and FACTS

Q: Why should my city/county or agency have a seatbelt policy?

A: Employees are the most valuable resource that any organization has. While vehicles and off-road equipment is getting more sophisticated, we still need employees to operate them. In the course of their jobs, many employees are exposed to traffic hazards that can kill or seriously injure them.

Using a seatbelt is the quickest and simplest way to protect your employees. A seatbelt policy makes it clear to an employee when they will wear seatbelts and the potential ramifications for not following the policy.

Q: We follow the state law regarding seatbelt usage.

Why do I need policy for my organization?

A: State law is a start, but it doesn't cover off-road equipment. This City believes it is a workplace safety matter so belts are to be worn at all times. State law only requires adults in front seats of on-road vehicles to be belted.

Q: Aren't municipal employees exempt from state law of seatbelt usage?

A: No, there is no exemption in Code of Iowa Sec.

321.445 in the state law for municipal employees.

Q: We stop and start a lot. Aren't we exempt from using seatbelts then?

A: No. Code of Iowa Section 321.445 states that only drivers and occupants on set routes (garbage routes, delivery and meter reading routes) which require the employees to frequently get in and out of vehicles are not required to wear seatbelts while on the route and moving less than 25 miles per hour.

Q: We drive the speed limit in town. Do we have to wear the seatbelt and why?

A: Yes. You might be going the speed limit, but the person that hits you might not. Even if both vehicles were going the speed limit, the combined force can still cause serious injury when you are thrown about the cab.

Q: I operate a slower-moving on or off-road machine.

Do I have to wear the seatbelt?

A: Yes. If the manufacturer designed the machinery with a seatbelt and roll-over system, then the designer envisioned use. We have had fatalities in this type of equipment, because the employee was thrown from the equipment and crushed or suffered serious injury by being tossed violently in the cab.

Q: Does the Occupational Safety and Health Administration (OSHA) cover seatbelts?

A: Possibly under the general duty clause or injury and death events.

Q: Our vehicles are equipped with air bags. Don't they take the place of seatbelts?

A: No, airbags are a supplemental safety feature.

They are designed to be effective only when occupants are wearing seatbelts. In reality, not wearing a seatbelt when an air bag is deployed can cause a person to be shoved around the cabin of the vehicle. This can cause significant injuries or even death.

Facts: Since 1987, IMWCA has incurred 8 fatal vehicle events. In every case the deceased employee was not wearing a seatbelt. The average cost of each claim was \$ 537,500.00. However, the biggest cost is unquantifiable in terms of the spouse, children and loved ones left behind. In the same time since 1987, there has never been a fatal vehicle accident when the employee was wearing a seatbelt.

DISTRACTED DRIVER/OPERATOR Q&A and FACTS

Q: What Is distracted driving?

A: Distracted driving is any activity that diverts attention from driving, including talking or texting on your phone, eating and drinking, talking to people in your vehicle, fiddling with the stereo, entertainment or navigation system – anything that takes your attention away from the task of safe driving.

Texting is the most alarming distraction.

Sending or reading a text takes your eyes off the road for five seconds. At 55 mph, that's like driving the length of an entire football field with your eyes closed. You cannot drive safely unless the task of driving has your full attention. Any non-driving activity you engage in is a potential distraction and increases your risk of crashing.

Q: Why is distracted driving a big deal for city and county drivers?

A: Vehicle accidents are some of the most serious claims for IMWCA and its members. Distracted driving is the number one contributing factor for both on-road and off-road vehicle-related injuries including a number of fatalities.

Q: What are the most common causes of distracted driving for local government employees?

A: Generally, cell phone usage is the most common, but in Emergency Services reading computer screens is the most common distraction. Other distracting activities include eating, looking at reports, and reaching for objects on the floor or back seat and talking on the dispatch radio.

Q: Does the Occupational Safety and Health Administration (OSHA) cover incidents involving distracted driving?

A: Possibly under the general duty clause or injury and death events.

Q: Do we need a distracted driver policy if we follow state law?

A: Yes, *Code of Iowa Section 321.276* (2017) is a start. However, it doesn't cover all off-road equipment and other forms of distraction besides texting. The City however believes any distraction while driving or operating vehicles or equipment is actually a workplace safety matter therefore the City has put this policy in place to protect itself and our employees.

MOTOR VEHICLE RECORD CHECKS POLICY

Purpose

This policy was created to protect the City, our employees and elected officials so they can operate city, personal, rental and leased vehicles and equipment used for city business. This policy is also to assure that employees and elected officials operating these vehicles or equipment have a current and valid license and acceptable driving record. Copies of this policy and procedures will be accessible to all employees.

Leadership and Accountability

The City of Carter Lake, Iowa (City Hall Administration or designee (Police Department) will be responsible for performing annual license and driving records checks on all employees and elected officials.

The Safety Committee or Safety Coordinator will be responsible for unscheduled spot checks and for the annual evaluation of this policy.

Employees and elected officials understand that failure to maintain a current and valid driver license or have an unacceptable driving record may affect their employment, duties, status or ability to drive and operate city or private owned, rented or leased vehicle or equipment used for city business. Employee form (attachment 3) will be used for disciplinary actions.

Policy

It is the policy of the City of Carter Lake, Iowa that all employees and elected officials operating city or private owned, rented or leased vehicles or equipment used for city business will have annual license and record checks.

SEATBELT, RESTRAINT and OPERATION POLICY

Purpose

This policy was created to protect the safety of our employees and elected officials and their passengers while operating city or personal owned, leased or rental vehicles or equipment used for official city business. Copies of this policy and procedures will be accessible to all employees.

Leadership and Accountability

The City of Carter Lake City or their designee (Mayor or Department Head) will be responsible for enforcing this policy and for employee discipline. Employee form (attachment 3) will be used for disciplinary actions. The Safety Committee and Safety Coordinator will be responsible for unscheduled spot checks and for annually evaluating this seatbelt, restraint and operation policy. Employees and elected officials are accountable for following this policy and ensuring that other occupants of the vehicles or equipment they operate abide by this policy. Employees and elected officials will also notify the department head or safety coordinator about others that are failing to follow this policy.

Policy

It is the policy of the City of Carter Lake, Iowa that all employees or elected officials operating city or private owned, leased or rental vehicles and equipment for official city business will use seat belts, restraints and all applicable safety devices. This is required by this policy, state laws and manufactures seat belt, restraint and safety recommendations.

It is the responsibility of the driver or operator of the vehicle to ensure that all passengers follow this policy.

Employees driving or operating on and off-road equipment with a Rollover Protective Structure (ROPS) shall use the (ROPS) system, seat- belts, and restraints systems when operating the equipment.

Passengers, prisoners or patients under the care or custody or supervision of City departments employees must be secured at all times. If transporting in other devices but not limited to (wheel chair, child seat or ems stretcher), this said equipment must also be secured as well using state, federal, local, NFPA or manufactures recommendations prior to transport.

Police Officer exceptions: Officers operating in an undercover capacity only may be exempt only if the Officer believes that the seat belt will compromise their identity or ability to act. When arriving on emergency scenes or traffic stops, Police Officers may remove the safety device just prior to stopping for quick exit. Caution should be used to assure the violator is in fact slowing down or going to stop. This prevents becoming involved in a pursuit without the use of a seatbelt.

Employees are also prohibited from riding in or on parts of a vehicle not designed for human occupancy. This includes but is not limited to pick-up and truck boxes, fenders, steps and bumpers. This also applies to trailers, dump boxes, fork lifts or buckets.

No person shall operate or drive any vehicle or equipment in which the safety belt, restraint system or ROPS system is inoperable. The person finding the broken vehicle or equipment will report it to the applicable department head immediately and it will be placed out of service till repairs are made.

No person will modify, deactivate or otherwise tamper with any vehicle, safety equipment, seat belting, restraint, or safety systems or make repairs if not qualified to do so.

Employees or elected officials should have training on proper operation on any city owned, used, new or leased vehicle or equipment prior to using it if applicable.

Vehicles or equipment shall be operated in a manner that is not negligent, reckless or jeopardizes their own, the public, passengers or coworker's safety in accordance with all laws, city policies or manufactures recommendations.

Monthly checkoff lists for each departments vehicles and equipment must be done to assure everything is in proper and working order.

Safeguarding of vehicles and all equipment must be taken when unattended by removing ignition keys and keeping them locked.

The operator is responsible to ensure that all warning flashers, adjuncts (cones), amber and emergency vehicle lights are in working order and being used when stopped in all traveled portions of a roadway, all work zones and all emergency scenes.

Failure to comply with these rules is a violation of this City of Carter Lake safety policy, which is cause for disciplinary action up to termination.

Employee Information and Training

Employees should refer questions or comments about this policy to department head or safety coordinator.

All employees will be trained on the policy. Training will be documented and stored in their training files.

DISTRACTED DRIVING POLICY

Purpose:

The purpose of this policy is to ensure the safety of employees, elected officials, passengers and individuals who drive, operate or ride in city or privately owned, rental or leased vehicles or equipment used for city business. Distracted driving is a serious safety risk, not only to the driver or operator but to other passengers, coworkers and the general public.

The City of Carter Lake requires all employees and elected officials to drive or operate all motorized vehicles and equipment in a safe and responsible manner during their city business scope of duties. In order to increase safety and eliminate unnecessary risks, the City of Carter Lake has enacted and adopted the following Distracted Driving Policy.

Policy:

- Driving and Operating vehicles or equipment on City of Carter Lake business under the influence of intoxicants and other drugs (which could impair driving ability) is forbidden and is sufficient cause for discipline, up to and including termination of employment.
- No person shall drive or operate vehicles or equipment for city business when their ability to do so safely has been impaired by illness, fatigue, injury, prescription or over-the-counter medication.
- Drivers and operators are prohibited from holding, dialing or reaching for a hand-held cellular radio or phone while operating a vehicle or equipment while the vehicle is in motion. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, utilizing smartphone applications, and reading or responding to emails, texts or instant messages, GPS and computer devices.
- A driver or operator is allowed to initiate, answer, or terminate a call by touching a single button on a mobile phone or headset provided it can be done while seated in a normal manner and seat-belted as required by law. Any such movement must be accomplished without removing the driver's eyes from the roadway. Hands-free technology is permissible, provided the use does not cause any distraction.
- All drivers and operators must minimize other distractions which take away from concentrating on driving, driving while distracted constitutes a hazard, and could lead to a traffic infraction. Distractions include, but are not limited to, eating, reading, talking to passengers, and performing other activities which tend to cause the driver to remove their eyes from the road or divert their attention from the task of driving or operating.
- If drivers or operators need to manually use their phones, they must stop their current activity or if driving, pull over safely and stop on the side of the road or another safe location.
- Drivers and operators of emergency services vehicles or equipment should make every attempt to only use radio communication devices when stopped or only when absolutely needed if operating or driving.

The City of Carter Lake believes this is so important that violations of this policy will be considered serious and may result in disciplinary action up to and including termination.

DRIVER & OPERATOR POLICY ACKNOWLEDGEMENT FORM

1. I recognize and understand that safe driving and operations of all vehicles or equipment used for city business is an essential part of my duties.
2. I am committed to being a safe and defensive driver or operator at all times and will maintain a valid driver's license.
3. I will use all safety belts, restraints and ROP systems at all times
4. I will not drive or operate under the influence of OTC drugs, illegal drugs or alcohol.
5. I will not drive or operate reckless, negligently or while being distracted.
6. I have read and understand this entire policy.
7. I have read and understand the seat belt and distracted driving questions, answers and facts sheets.
8. I have read and understand the Motor Vehicle Records Check Policy.
9. I have read the Seat Belt, Restraint and Operation Policy.
10. I have read and understand the Distracted Driving Policy.
11. I am aware that failure to comply with any part this policy could lead to disciplinary action up to and including verbal, written actions, termination or transfer to a non-driving position.

My signature below indicates that I have read, understand and will abide by this City of Carter Lakes Driver & Operators Policy. I also agree to accept the consequences of failing to follow this policy.

Employee Signature

Employee Printed Name

Date

CARTER LAKE CITY COUNCIL MEETING
MONDAY, JULY 19, 2021

Mayor Cumberledge opened the meeting with the public hearing. Public notice was hereby given that the Carter Lake City Council will conduct a public hearing on the plans, specifications, form of contract and estimated total cost of construction of the Carter Lake Community Center Project, at its meeting at 7:00 P.M. on the 19th day of July, 2021, in the City Council Chambers, 950 East Locust Street, Carter Lake, Iowa.

The project consists of the construction of a new 13,500 SF facility that is an addition to the current public library and includes the following amenities within the facility: Full size gym with bleachers, fitness room, restrooms, multi-purpose room and warming kitchen. There will also be a minor renovation consisting primarily of finish upgrades to the existing library space. The project is located at 1120 Willow Dr., Carter Lake, Iowa 51510.

Plans, specifications, form of contract and the estimated total cost of construction are now on file in the Office of the City Clerk, 950 East Locust Street, Carter Lake, Iowa, and may be inspected by any interested persons.

This notice is given by order of the Carter Lake City Council. After receiving no comments Gundersen moved to close hearing, seconded by Paterson; unanimously approved.

Mayor Ron Cumberledge called the meeting to order at 7:00 p.m. Roll of the council, present: Jackie Wahl, Pat Paterson, Keebie Kessler, Denise Teeple and Jason Gundersen; and city clerk Jackie Carl and city attorney Mike O'Bradovich were present.

The agenda was reviewed, upon motion duly made by Gundersen, and seconded by Kessler, the agenda was approved unanimously. Upon motion of Gundersen seconded by Wahl, the consent agenda was approve that included minutes, department reports and overtime reports for June; receipts and financial reports for June were tabled for year-end close out; unanimously approved.

New business, communication from Phil Newton, Fire Department Coordinator. Phil reviewed the requested updated to the city ordinances pertaining to fire code, haz mat code, and the employee safety manual. Council will add these items to the next agenda for approval. Phil reviewed the specs for the new ambulance. Paterson moved to approve \$215,000 for new ambulance per the approved budget, seconded by Teeple; approved unanimously.

Mayor Cumberledge is still seeking a candidate to fill a seat on the Board of Adjustments. Gundersen would like to pursue adopting a UTV ordinance based on requests from some residents. Attorney O'Bradovich will review the Council Bluffs ordinance and prepare a draft for August meeting. Councilmember Kessler requested street closure on Friday and Saturday July 30-31 for the annual festival concert (17th St. from Ave Q - Stella) Gundersen moved to approve request, seconded by Wahl; approved unanimously. Kessler has had multiple inquiries

into mosquito spraying in town, is anyone interested in moving forward. No one made motion to move forward. Wahl has had several residents suggest updating the city Logo and tag line; request council support to move forward with the contest. Paterson motioned to support logo and tag line contest, seconded by Gundersen; approved unanimously.

Planning board recommends potential rezoning and to set hearing. Gundersen moved to set hearing for August 16.

Gundersen moved to approve second reading to approve amendment to matrix and definition for the C-1 zoning district, seconded by Kessler; roll call NO-Teeple YES-Paterson, Kessler, Gundersen and Wahl. Gundersen moved to approve resolution ratifying, confirming, and approving change in deadline for submission of bids and posting of revised Notice to Bidders, seconded by Kessler; approved unanimously. Gundersen moved to approve resolution adopting plans, specifications, form of contract and estimate of costs for the Carter Lake Community Center, seconded by Paterson; approved unanimously. Gundersen moved to approve wage for Randy Smith at \$18.76, seconded by Paterson; approved unanimously.

Adjourn at 8:45 p.m.

Jackie Carl, City Clerk

Ronald Cumberledge, Mayor

Senior Center Monthly Report for July 2021

Meals served 635

Volunteer Hours Performed 0

Activity Reports Attached

Needs for Center-

Meetings—

Break down of meals= We served 635 meals in 21 days. 585 to Homebound and 50 Congregate. Averages out to be about 30 meals per day.

We had 18 people for bingo night, 14 for the Durham, the ice cream social turned out nice we had about 35-40 people. The festival also turned out very nice we had a lot of people but did not do a head count.

Thank you, Linda Tice

My Cell # 402-813-2461