

**AGENDA - SPECIAL MEETING**  
**Carter Lake City Council**  
**City Hall – 950 Locust St.**  
**Tuesday, July 30 AT 5:30 P.M.**

- I. Pledge Of Allegiance
  - II. Roll Call
  - III. Approval Of The Agenda
    - A. Additions
    - B. Deletions
  - IV. New Business
    - A. Lamp Rynearson
    - B. Ballot language regarding the Community Center
    - C. Citizen request: Joe Dew – close street
    - D. Rental Inspection Contract
  - V. Comments Mayor, City Council And Public (3 Minutes)
  - VI. Executive Session to discuss litigation and real estate 21.5 (1)(c)(j)
  - VII. Adjourn
- 

**AGENDA**  
**WORKSHOP**  
**Carter Lake City Council**  
**City Hall – 950 Locust St.**  
**Tuesday, July 30, 2019 AT 6:00 P.M.**

- a. Rental Inspection program
- b. Retention Pond Maintenance
- c. Community Center Language for ballot
- d. Employee Handbook update
- e. Comprehensive Plan update
- f. Business Directory update
- g. Flag Pole

## h. Park Canopies

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

**Name:** Joe Dew

**Address:** 1409 DORENE BLVD

CARTER LAKE, IA

5510

**Phone:** 402-779-1914

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

Or Fax to: 712-347-5454

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

**Meeting Date Requested:** 7/30/19

WORKSHOP

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

BLOCK PART OF DORENE BLVD FOR PARTY.

CORNER OF SURFWOOD : DORENE TO PARK WALKPATH  
FOR SATURDAY 8/10/19 FROM 3pm to ~~11PM~~ 3AM

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

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

**Signature:** 

**Date:** 7/26/19

**For Office Use Only:**

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

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

RESIDENTIAL HOME INSPECTION CONTRACT  
BETWEEN THE CITY OF CARTER LAKE, AN IOWA MUNICIPALITY (HEREINAFTER REFERRED TO AS  
“CITY”), AND  
KABTG INVESTMENTS, LLC, D/B/A NATIONAL PROPERTY INSPECTIONS OF  
PLATTSMOUTH, NEBRASKA (HEREINAFTER REFERRED TO AS “INSPECTOR”),  
9218 TALMADGE COURT, PLATTSMOUTH, NEBRASKA 681046

1. Term of Contract:

One year beginning September 1, 2019, and continuing until August 31, 2020, extended only by written agreement of the parties.

2. Inspector shall perform the following duties:

- a. At the direction of the City, visit real property within the City limits of the City for the purposes of performing a residential inspection on certain identified real property which is used for a rental unit.
- b. Shall make personal visits to the property, perform an inspection, identify and maintain inspection record, including pictures if necessary, and transmit all information electronically to City Hall. The reporting form is marked Exhibit “A” and incorporated herein by reference.
- c. Take no further action unless directed to do so by the City.

3. City’s Obligations:

The City shall provide the administrative staff necessary to fulfill the intention of the ordinance. Among the duties the City will perform on which the Inspector may rely include:

- a. Identifying and registering all rental properties existing in the City.
- b. Contacting property owners for necessary registration and inspection and notifying the Inspector of the date, place, and time of the inspection in consultation with the Inspector’s then-existing schedule, which is subject to change, to receive inspection reports, maintain permanent file on each residence, and notify property owner of pass/fail determination made by the Inspector and any deficiencies regarding the real property which need to be corrected and the date by which they should be corrected.
- c. Follow-up with the property owners and notify Inspector of the date, place, and time of the second inspection in consultation with the Inspector’s then-existing schedule which is subject to change.

- d. Receive inspection reports from the Inspector and maintain in the permanent file of the residence and transmit to the property owner. This same process will be following if any additional inspections are required on the real property.
- e. The City may, under its Code of Ordinances, charge the cost of the registration, inspections, and re-inspections to the property owner.

4. What Inspector will not do:

- a. The Inspector will not be obligated to correspond with any property owners regarding deficiencies. If necessary, the Inspector may communicate with the property owners if it is necessary for the Inspector to perform his duties. Inspector shall not report the deficiencies to the property owners.
- b. Inspector will not be required to appear in Court or testify to any facts appearing in their inspection reports.
- c. Inspector shall not be required to monitor or supervise City staff.

5. Costs:

The City shall pay Inspector \$40.00 per hour to visit any real property, prepare inspection report, and forward report to City staff. The time for billing will begin when the Inspector arrives at the first scheduled appointment each day and shall end at the completion of the last scheduled appointment for the day.

6. Termination of Agreement:

This Agreement may be terminated for cause by giving thirty (30) days written notice to either party. Inspector may be served at the address listed above and the City may be served by notifying in writing the City Clerk, Carter Lake City Hall, 950 Locust Street, Carter Lake, Iowa 51510.

7. Billing:

Billing of the Inspector shall occur once per month and be paid within \_\_\_\_\_ ( ) days of the date of delivery of bill.

8. Insurance:

Inspector affirms that all Inspectors are employees of the LLC and not independent contractors. As such, the Inspector shall provide proof of insurance in the amounts listed below:

A. Worker's Compensation - \$ \_\_\_\_\_

B. General Liability - \$ \_\_\_\_\_

C. Errors and Omissions - \$ \_\_\_\_\_

9. The Inspector shall report, when necessary, to the City Council of the City.

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

**Name:** Joe Dew

**Address:** 1409 DORENE BLVD

CARTER LAKE, IA

5510

**Phone:** 402-779-1914

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

Or Fax to: 712-347-5454

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

**Meeting Date Requested:** 7/30/19

WORKSHOP

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

BLOCK PART OF DORENE BLVD FOR PARTY.

CORNER OF SURFWOOD : DORENE TO PARK WALKPATH  
FOR SATURDAY 8/10/19 FROM 3pm to ~~10PM~~ 3AM

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

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

**Signature:** 

**Date:** 7/26/19

**For Office Use Only:**

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

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

Rental Housing Inspection Program Administrative Policy:

## **City of Carter Lake Rental Inspection Checklist**

All rental properties within the City of Carter Lake must be registered before **September 15, 2019** and must be regularly inspected according to the schedule in the Administrative Policy. The checklist below is a simplified summary of items that will be inspected during the inspection process. This document should be understood as general guidance to the Rental Housing Inspection Program and should not be construed as legally binding code. **Carter Lake Ordinance Chapter 134 s available for review on the city website or by contacting City Hall.**

### **ADMINISTRATIVE COMPLIANCE**

1. Property and units registered with the City of Carter Lake.
2. Ownership and contact information clearly defined on the registration form.
3. Registration fees paid as required

### **EXTERIOR AREAS/STRUCTURE**

1. Property has house numbers clearly visible from the street.
2. Roof and walls are not deteriorated and do not have peeling paint in excess of 50% of the area.
3. Accessory buildings and fences in good repair.
4. Doors are operable and able to be locked.
5. Windows and skylights are operable and in good repair.
6. Chimneys appear to be structurally safe and in good repair.
7. Foundation appears to be adequate and in good repair.
8. Property does not have broken, rotten, split, or buckled walls.
9. Stairways, porches, decks, and balconies have flooring, supports, and handrails in good condition.
10. Site appears to have adequate grading and drainage.
11. Known cisterns, wells, or other hazards are fenced, covered, or filled.
12. Property does not have an accumulation of weeds or brush. Yard is properly mowed.
13. Property does not have an accumulation of garbage, junk, or debris.
14. Property is not providing habitation for rodents, wild animals, or other vermin.
15. Property does not have any illegal vehicles on site.
16. Property does not have unsafe storage of combustible material.

### **INTERIOR AREAS/STRUCTURE**

1. Walls, ceilings, and floors structurally sound and in good repair.
2. The building is maintained in a safe and sanitary condition.
3. All stairs are in sound condition and good repair. All stairs must have handrails and balusters or similar feature that prevents a fall hazard from open-sided stairs.
4. Handrails firmly fastened and in good repair for all stairs.
5. All habitable rooms are provided with adequate electrical service for proper illumination.



## **PLUMBING**

1. Rental unit has use of operable kitchen sink, toilet, and bathtub or shower.
2. All applicable plumbing fixtures have hot and cold water and are connected to sanitary sewer system with proper clearance for usage and cleaning.
3. Bathrooms provide adequate privacy and ventilation.
4. Clothes dryer properly vented to the outside with metal vent pipes.

## **ELECTRICAL/MECHANICAL**

1. Electrical service is properly maintained and is sufficient to support the electrical load.
2. Adequate clearance for service is provided on the control side of all HVAC and utility appliances.
3. Each unit has heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms and bathrooms. Cooking appliances and portable heating units shall not be used to provide heating to meet requirement.
4. All electrical equipment, wiring, lighting, and appliances are properly installed and maintained in a safe and approved manner.
5. Electrical panels are accessible, clearly marked, and circuits are properly labeled.
6. Fuel fired equipment has appropriate and operable flues and shutoff valves.
7. Every habitable room and every bathroom contains at least one (1) properly installed electrical outlet.
8. Every laundry room contains at least one (1) grounded-type receptacle or a ground-fault circuit interrupter (GFCI).
9. There are cover plates on all outlets, switches, and junction boxes.
10. GFCI outlets installed for all outlets within six (6) feet of a water source.
11. Water heaters have a properly installed pressure relief valve (PRV) with the discharge pipe reaching to within six inches of the floor.

## **FIRE SAFETY REQUIREMENTS**

1. Place one smoke alarm in each sleeping room. Place one smoke alarm immediately outside of sleep areas (e.g. hallway). Place at least one smoke alarm on each floor, including the basement.
2. All sleeping rooms have safe and appropriate access to an operable window for egress.
3. Each unit has an appropriately-sized, ABC-rated fire extinguisher.
  - a. For single-family properties, one properly maintained fire extinguisher, with a minimum size of 1-A 5-BC, must be present within the home.
  - b. For multi-family properties, there must be a minimum 2-A 10-BC extinguisher – checked and tagged by a qualified service person annually – located within 75 feet of each unit's main entrance with a minimum of one (1) per floor or within each unit.
4. Place one carbon monoxide detector immediately outside of sleeping rooms, such as in the hallway. There must be at least one carbon monoxide detector on each floor, including the basement. (Only applies to properties with a potential carbon monoxide source.)
5. Fire alarm and suppression systems properly installed and operational where required.
6. Two clear and passable egress routes exist for each floor above the first floor.
7. All egress doors and windows are operable without need to for keys, special knowledge or effort.
8. All fire resistance rating of walls, fire stops, floors, and doors, etc. are properly maintained.



City of Carter Lake, Iowa  
Inspections Department  
950 Locust Street, Carter Lake, Iowa 51510

## 2019 RENTAL PROPERTY REGISTRATION RENEWAL

MUNIS ID # \_\_\_\_\_

Owner Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

Email address: \_\_\_\_\_

Property Manager Name (if applicable): \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

Email address: \_\_\_\_\_

Return your paperwork and payment to:

### Rental Housing Inspection Office

950 Locust Street

Carter Lake, IA 51510

**RETURN BY SEPTEMBER 15, 2019**  
**to avoid a late fee.**

Make check payable to:  
City of Carter Lake

***IF PROPERTY MANAGER IS ON STAFF, PLEASE FORWARD TO THEM  
IN ORDER TO AVOID DUPLICATE PAYMENTS.***

Write in your rental addresses and the number of units at each address. See next page for information on calculating dwelling fee.

BLID	Street Address	# of Units	Dwelling Fee

BLID	Street Address	# of Units	Dwelling Fee

Signature of Responsible Party: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Total Amount Paid for 2019: \_\_\_\_\_

**8.56.055 False information:** It is unlawful for any person to intentionally provide false information to the City of Council Bluffs or any of its agents or employees during the performance of their official duties on any form, application or written correspondence.

# Building and Property Regulations Chapter 134

The City of Carter Lake requires that all rental property be registered annually. Ordinance 134 requires that all rental properties within the corporate limits of the City be inspected at least once within a three year cycle. Currently, the City has adopted the 2012 International Property Maintenance Code.

The code enforcement process really begins with your commitment to provide adequate, safe and sanitary living conditions. It takes a joint effort of investor-owners, tenants and the Inspections Department to achieve a viable property maintenance program. It is important to the City that as a property owner, you are familiar with health and safety regulations and requirements that not only affect an individual's living environment, but the quality of life in our community.

By signing and submitting this paperwork, you certify that you own/manage the rental properties listed herein.

Annual rental registration fees will vary depending on the type of dwelling or dwelling unit. Starting January 1, there is a \$25.00 late fee. Follow the formula in the Payment Calculator shown below to calculate the late fee. The late fee is determined by the date your paperwork is postmarked or paid in person. After the initial inspection has been conducted on your rental property, a Certificate of Compliance or Notice of Violation will be mailed to you. If you have any questions, please contact City Hall at (712) 328-6320.

## Rental Registration Fees (Municipal Code \_\_) Per Year:

- a. Single Family Dwelling ..... \$30.00
- b. Two Family Dwelling ..... \$60.00
- c. Multi-Family Dwelling\* ..... \$30.00 and \$20.00 per unit
- d. Late fee for Non-Registration\* ..... \$25.00 per dwelling unit
- e. SFD fee for non-registration (per year)\* ..... \$200.00
- f. TFD fee for non-registration (per year)\* ..... \$400.00
- g. Multi Family for-non registration (per year)\*..... \$200.00 and \$50.00 per unit

\* (c.) See below calculator for Multi-Family Dwelling Fees

\* (d.) \$25.00 cap

\* (f., g.,) will apply for a three year period if no violations are found in three year cycle.

## Rental Registration Re-inspection Fee (Municipal Code \_\_\_\_\_):

- 1<sup>st</sup> Re-inspection ..... No Fee
- 2<sup>nd</sup> Re-inspection ..... \$50.00 per inspection
- 3<sup>rd</sup> and Subsequent Re-inspection..... \$100.00 per inspection
- No Show Fee for missing a scheduled inspection ..... \$100.00
- Inspection Fee for three year cycle for non-registered houses..... \$100.00 per inspection
- Housing Board of Appeals Filing Fee (Municipal Code \_\_\_\_\_) ..... \$50.00

### PAYMENT CALCULATOR FOR MULTI-FAMILY DWELLINGS

Questions?  
Call 712-347-6320

\$25	X	<input type="text"/>	=	<input type="text"/>
		Total # of buildings		+
\$17.50	X	<input type="text"/>	=	<input type="text"/>
		Total # of units		
\$25	X	<input type="text"/>	+	<input type="text"/>
		Total # of units		
			=	<input type="text"/>

Rental Housing Inspection Program Administrative Policy

## City of Carter Lake Rental Inspection Fee Schedule

ANNUAL REGISTRATION	BETWEEN 2019-2021	No Charge	
ANNUAL REGISTRATION	Starting December 1. 2022	\$ 30.00	Per Property
LATE FEE FOR NOT REGISTERING PRIOR TO DECEMBER 31ST (Starting 2020)			
Register between	January 1 and March 31st	\$ 100.00	Per Property
Register between	April 1st and June 30th	\$ 300.00	Per Property
PENALTY FOR NO SHOW FOR INSPECTION APPOINTMENT		\$ 100.00	Per Property
PENALTY FOR FAILING INSPECTION			
First Inspection Fee		No Charge	Per Property
Second Inspection Fee		No Charge	Per Property
Third Inspection Fee		\$ 400.00	Per Property
Fourth Inspection Fee		\$ 500.00	Per Property



# Certificate of Compliance

This certificate certifies that on 09/\_\_\_\_/2019 the property located at:

**ADDRESS, Carter Lake, Iowa**

Has been inspected and deemed to be in compliance with the minimum code requirements set forth within the City of Carter Lake, Iowa, in accordance with Title 134 of the Code of the City of Carter Lake.

This certificate entitles this property to an exemption from inspection for a three year period from the effective date, provided the property remains code compliant.

SCAN SIGNATURE OF CBO and INSERT IN THIS AREA  
TO SAVE THE NEED FOR INSPECTOR TO SIGN OFF



**INSERT NAME** C.B.O.  
Chief Building Official  
City of Carter Lake, Iowa  
Inspections Department