

**AGENDA
CITY OF CARTER LAKE
REGULAR CITY COUNCIL MEETING
CITY HALL – 950 LOCUST ST.
MONDAY, SEPTEMBER 19, 2022 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. Liquor license for CASEY’S GENERAL STORE
 - B. Commercial parking permits
 - C. Communication from the public:
 - a. None
 - D. Communications from:
 - 1. Department Supervisors
 - 2. Mayor Ronald Cumberledge
 - a. Community Center update
 - i. new programs
 - b. Zoning and special use permits
 - c. Disposal of old ambulance
 - d. Union negotiation committee
 - 3. Pat Paterson
 - a. Rental Inspection program
 - 4. Planning Board update
 - a. P-I District adding definition and new use
- VI. ORDINANCES AND RESOLUTIONS:
 - A. Third reading to increase Mayor and Council salaries
 - B. Resolution of adopt 2020-2021 year end budget transfers
 - C. Resolution to approve pay request #12 for community center project
 - D. Resolution to approve pay request #10 for sewer lining project
 - E. Resolution to approve wage for Barb Bennett
 - F. Resolution to approve application for tax exemption – 4310 N 11th Street
 - G. Resolution to approve application for tax exemption – 4427 N 17th Street
 - H. Third reading to amend ordinance regarding animal control
- VII. Comments from the Mayor, City Council members and citizens (3 minutes each)
- Adjourn

CONSENT AGENDA

1. City council minutes – AUGUST
2. Planning board minutes – AUGUST
3. Board of adjustments - NA
4. Abstract of claims for approval – AUGUST
5. Receipts for approval – AUGUST
6. Overtime and comp time reports – AUGUST
7. Financial reports as submitted to the council – AUGUST
8. Department head reports – AUGUST

MEMO

TO: City of Carter Lake

FROM: Nicole Turpin

DATE: Tuesday, September 13, 2022

RE: Carter Lake – Lake Study Funding

The City of Carter Lake requested funding research for a lake recharge study for Carter Lake. This request also included the following:

1. How does McCook Lake, an oxbow lake along the Missouri River in South Dakota fund their operations.
2. Could the City access these funds for a lake study:
 - a. Dingell Johnson
 - b. Land and Water Conservation (LWCF)
 - c. Statewide Comprehensive Outdoor Recreation Plan (SCORP)
3. Additional funding possibilities for a lake recharge study and/or implementation.

McCook Lake

Like Carter Lake, McCook Lake is an oxbow lake that was formed with the Missouri River changed course in the 19th century. Controlled primarily by ground water and without a steady source of water, McCook Lake would have shrunk to a muddy marsh filled with reeds years ago. For the past 60 years, the McCook Lake Association has used various means to pump water into the lake, to allow for continued recreation use. Water has been pumped from the Missouri River since 1970. The Diagnostic/Feasibility Study Report McCook Lake Union County, South Dakota was completed in 1990 and evaluated the lake's water quality and potential benefits of dredging.

The McCook Lake Association monitors the lake water level. Pumping from the Missouri River is turned-off when lake water levels can be maintained or exceed the target lake elevation of 1088.00. This allows the association to save on pumping expenses with cost approximately \$5,000.000 per month. In 2021 the lake reaches normal level around Memorial Day, instead of early May and in March of 2022 the lake level is at 1082 with lake levels not reaching 1088.00 until August despite pumps running at capacity all summer. Pumping is funded through voluntary membership dues, a grant from North Sioux City, and Lake Association's Admiral's Stag (a fundraiser).

Dingell Johnson Act

The Dingell-Johnson Sport Fish Restoration Act, passed by the federal legislature in 1950, provides funding to state fish and wildlife agencies to support recreational fishing. Funding comes from a 10 percent excise tax on sports fishing tackle; a 3 percent excise tax on fish finders and electric trolling motors; import duties on fishing tackle, yachts and pleasure craft, interest on the account; and a portion of powered boat fuel tax revenues and small engine fuel taxes. The U.S. Fish and Wildlife Service

distributes these funds to the states based on a formula of geographical areas and the proportion of state fishing licenses sold relative to national license sales. States are required to match 25 percent of the funding with locally generated revenue, such as fishing license sales. Iowa does not have a specific grant for these funds as these funds go to support state fishery programs.

Land and Water Conservation Fund (LWCF)

The Land and Water Conservation Fund Program is a federally funded grant program that provides match funds of 50% for outdoor recreation area development and acquisition. Iowa cities and counties are eligible to participate. The program provides an excellent opportunity to develop a wide range of outdoor recreational projects that in high demand. Popular projects in recent years have included skate parks, playgrounds, new and renovated swimming pools, sports complexes, campgrounds, and multipurpose trails. Grant applications and materials are updated on a yearly basis by January 15th, with the deadline for grant applications being 4:30 pm March 15th or the closest working day thereof.

State Conservation and Outdoor Recreation Plan (SCORP)

The purpose of the Statewide Comprehensive Outdoor Recreation Plan is to assess the supply of, and demand for, outdoor recreational opportunities while identifying a list of priority areas for outdoor recreation.

Additional Funding Possibilities:

Gilchrist Foundation

The foundation provides incentives and funds to pre-selected non-profit organizations, with a preference for the Sioux City area. Interests considered for funding include: Wildlife & Conservation, Arts & Public Broadcasting, and Disaster Relief. The foundation does not accept any unsolicited applications for funds but makes grants to pre-selected charities which have been invited to apply based on the perceived match of both organizations' missions. Four kinds of grant applications are available: (1) raising endowment funds; (2) contributing to capital campaigns; (3) funding special projects; and (4) micro-grants. The grant process includes a two-step process:

Step 1: Apply for invite. Requests for consideration for invitation are due April 1.

Step 2: Upon approval of your request for invitation to apply for funding, you will be sent a URL link where you can download, complete, and submit your choice of a grant application.

Please note that in 2021 the Gilchrist Foundation provided funding to the Pottawattamie Conservation Board in the form of a micro-grant for A Land Ethic Workshop, series of adult classes at the Hitchcock Nature Center. In addition, the Gilchrist Foundation assisted the McCook Lake Association with their inlet spillway project, in which construction took place in the spring of 2018.

Iowa DNR Watershed Grant Funding

The Iowa DNR recently received \$2.9 million in funding from the EPA for watershed projects across the State of Iowa. The DNR is still navigating how to best set up solicitations for potential projects (like the Carter Lake Study). This is still a potential funding source and Impact7G will continue to reach out to IDNR on the status of these funds.

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

City of Carter Lake, Iowa

(Needs to be filed with City before September 12, 2022)

Case No.: _____

1. Owner/Occupant's Name: Jay Gundersen
Address: 111 Carolina Dr.
Telephone No.: 402 680-5555

2. Description of commercial vehicle for permit:

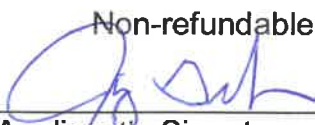
<u>John Deere</u>	<u>410 K</u>	_____
Make	Model	VIN
<u>Yellow</u>	<u>2019</u>	_____
Color	Year	

Please attach a copy of the current title/registration.

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

4. **FILING FEE \$20.00**

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

<u></u>	<u>9-1-22</u>
Applicant's Signature	Date

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

_____ **APPROVED**

_____ **DENIED**

City of Carter Lake – City Clerk

Date

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

City of Carter Lake, Iowa
(Needs to be filed with City before September 12, 2022)

Case No.: _____

1. Owner/Occupant's Name: Ann Kaiser

Address: 2112 Hessman Dr.

Telephone No.: 712-310-0742

2. Description of commercial vehicle for permit:

Case
Make

580B
Model

5259613
VIN

Yellow
Color

1973
Year

Please attach a copy of the current title/registration.

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

4. **FILING FEE \$20.00**

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

Ann Kaiser
Applicant's Signature

Sept 2nd 2022
Date

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

_____**APPROVED**

_____**DENIED**

City of Carter Lake – City Clerk

Date

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

City of Carter Lake, Iowa
(Needs to be filed with City before September 12, 2022)

Case No.: _____

1. Owner/Occupant's Name: Sheard Construction

Address: 1101 Hindwood Dr

Telephone No.: 712-347-6563

2. Description of commercial vehicle for permit:

Freightliner
Make

FL80
Model

1FVXJ6CB1XH708922
VIN

white
Color

1999
Year

Please attach a copy of the current title/registration.

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

4. **FILING FEE \$20.00**

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

Harvey Sheard
Applicant's Signature

Sept. 9 2022
Date

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

_____ **APPROVED**

_____ **DENIED**

City of Carter Lake – City Clerk

Date

Title No. Regular
78AB96532

Issue Unit
Tonnage 26

Or Sheard Construction
Sheard, Lemuel Ray III
1101 Lindwood
Carter Lake IA 51510

VIN 1FVXJ6CB1XHF09822

Year 1999
Cyl 6
Color White

Make Freightliner
Fuel Diesel

Model FL80
Weight LP

Type Truck
Size GVWR
Sq. Ft.

Plate Type County Std
Designation
Cumulative Damage
Annual Fee \$1,010

hgeh
Audit No. 7413824

Lea A. Voss
County Treasurer

	Fee	Penalty
Registration Fees	\$1,010.00	\$0.00
Plate Fees	\$0.00	
Other Fees	\$0.00	
Totals	\$1,010.00	\$0.00
Grand Total	\$1,010.00	

DO NOT DETACH

If the vehicle being sold is a regular or semi trailer weighing 2,000 lbs. or less and not used for hire, complete the information below and post to the top:

Date of Sale _____

RENTAL INSPECTION UPDATE TO CARTER LAKE CITY COUNCIL

	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Total Registered Rentals	174				
Passed/ Due in 2023	62				
2nd Inspections	32				
Failed Inspections/2023	5				
New Scheduled	14				
SOLD	4				

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Carter Lake Community Center Tack Architects, Inc. 2922 N 61st Street, Studio 1 Omaha, NE 68104	PROJECT: Carter Lake Community Center 1120 Willow Road Carter Lake, IA 51510	APPLICATION NO: 012 PERIOD TO: 8/31/2022 CONTRACT FOR: CONTRACT DATE: 8/16/2021 PROJECT NOS: CARTER / /	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Rogge General Contractors Inc. 6101 S. 58th St., Ste. A Lincoln, NE 68516			
VIA ARCHITECT:			

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 4,285,650.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 4,285,650.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 3,623,981.00
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on G703)	\$ 181,199.05
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 181,199.05
6. TOTAL EARNED LESS RETAINAGE	\$ 3,442,781.95
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 3,219,737.15
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 223,044.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 842,868.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Rogge General Contractors Inc.

By: 

Date: 9/2/22

State of: Iowa

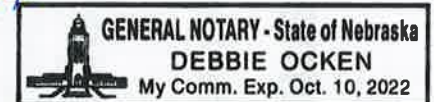
County of: Pottawattamie

Subscribed and sworn to before me this

2nd day of September, 2022

Notary Public: 

My commission expires: 10-10-22



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

REQUEST FOR PAYMENT DETAIL

Project: CARTER / Carter Lake Community Cente Invoice: 3509

Draw: 012

Period Ending Date: 8/31/2022

Page 2 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1-060	Mobilization	22,140.00	20,000.00			20,000.00	90.33	2,140.00	1,000.00
1-100	General Conditions	154,519.00	141,037.00	7,000.00		148,037.00	95.81	6,482.00	7,401.85
1-400	Bond	55,350.00	55,350.00			55,350.00	100.00		2,767.50
2-045	Termite Treatment	3,446.00	3,446.00			3,446.00	100.00		172.30
2-062	Landscaping	29,944.00						29,944.00	
2-070	Selective Demolition	20,655.00	11,434.00			11,434.00	55.36	9,221.00	571.70
2-300	Earthwork	103,330.00	86,917.00	4,000.00		90,917.00	87.99	12,413.00	4,545.85
2-750	Paving Sealant	1,105.00						1,105.00	
2-821	Chain-Link Fences	25,830.00	7,764.00			7,764.00	30.06	18,066.00	388.20
3-036	Concrete Reinforcing	11,708.00	11,708.00			11,708.00	100.00		585.40
3-300	ConcreteFlatwk/footings	260,672.00	247,269.00			247,269.00	94.86	13,403.00	12,363.45
3-410	Precast Concrete	423,976.00	423,976.00			423,976.00	100.00		21,198.80
3-415	Grouting	6,578.00	6,000.00	578.00		6,578.00	100.00		328.90
4-810	Masonry	46,844.00	46,844.00			46,844.00	100.00		2,342.20
5-040	Steel/Precast Erection	165,019.00	165,019.00			165,019.00	100.00		8,250.95
5-120	Structural Steel	498,701.00	492,079.00			492,079.00	98.67	6,622.00	24,603.95
6-100	Rough Carpentry	8,837.00	8,837.00			8,837.00	100.00		441.85
6-200	Trim Carpentry	21,262.00		1,576.00		1,576.00	7.41	19,686.00	78.80
6-400	Casework	13,947.00		5,330.00		5,330.00	38.22	8,617.00	266.50
6-405	Countertops	21,649.00						21,649.00	
7-210	Building Insulation	20,611.00	20,611.00			20,611.00	100.00		1,030.55
7-412	Wall Panels	38,659.00	31,302.00			31,302.00	80.97	7,357.00	1,565.10
7-500	Weather Barrier	19,992.00	19,992.00			19,992.00	100.00		999.60
7-531	Roofing	278,272.00	217,970.00	31,580.00		249,550.00	89.68	28,722.00	12,477.50
7-900	Joint Sealant	19,846.00	15,096.00	2,000.00		17,096.00	86.14	2,750.00	854.80
8-010	Doors, Frames & Hardware	82,606.00	82,606.00			82,606.00	100.00		4,130.30
8-040	Glass & Glazing	97,861.00	20,221.00	54,640.00		74,861.00	76.50	23,000.00	3,743.05
8-331	Coiling Doors	9,152.00						9,152.00	
9-005	Carpet/Resilient Flooring	71,298.00	29,885.00	11,500.00		41,385.00	58.05	29,913.00	2,069.25
9-260	Drywall	265,169.00	232,169.00	12,590.00		244,759.00	92.30	20,410.00	12,237.95
9-653	Gym Flooring	92,691.00						92,691.00	
9-900	Painting	76,379.00	3,790.00	30,740.00		34,530.00	45.21	41,849.00	1,726.50
10-110	Visual Displays	1,877.00	1,877.00			1,877.00	100.00		93.85

REQUEST FOR PAYMENT DETAIL

Project: CARTER / Carter Lake Community Cente

Invoice: 3509

Draw: 012

Period Ending Date: 8/31/2022

Page 3 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
10-155	Toilet Partitions	13,786.00						13,786.00	
10-265	Wall Protection	399.00						399.00	
10-505	Lockers	3,371.00						3,371.00	
10-520	Fire Extinguisher Cabinet	1,458.00	1,458.00			1,458.00	100.00		72.90
10-651	Folding Panel Partition	34,556.00						34,556.00	
10-800	Toilet & Bath Accessories	7,298.00						7,298.00	
11-490	Gym Equipment	59,439.00	5,864.00			5,864.00	9.87	53,575.00	293.20
12-491	Blinds	3,707.00						3,707.00	
12-760	Telescoping Stands	23,416.00						23,416.00	
15-100	Plumbing	260,926.00	204,787.00	16,000.00		220,787.00	84.62	40,139.00	11,039.35
15-500	HVAC	457,403.00	357,413.00	46,750.00		404,163.00	88.36	53,240.00	20,208.15
15-900	Fire Sprinkler	37,554.00	36,154.00			36,154.00	96.27	1,400.00	1,807.70
16-100	Electrical	412,412.00	380,322.00	10,500.00		390,822.00	94.76	21,590.00	19,541.10
Totals		4,285,650.00	3,389,197.00	234,784.00		3,623,981.00	84.56	661,669.00	181,199.05

Owner:	CITY OF CARTER LAKE	Owner's Project No.:	NA
Engineer:	LAMP, RYNEARSON	Engineer's Project No.:	0118183.02-004
Contractor:	S.J. LOUIS CONSTRUCTION, INC.	Contractor's Project No.:	NA
Project:	SEWER COLLECTION SYSTEM IMPROVEMENTS		
Contract:	SANITARY SEWER SYSTEM IMPROVEMENTS		
Application No.:	10	Application Date:	9/1/2022
Application Period:	From 5/1/2022	to	9/1/2022
1. Original Contract Price		\$	2,359,553.90
2. Net change by Change Orders		\$	(120,159.10)
3. Current Contract Price (Line 1 + Line 2)		\$	2,239,394.80
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$	2,239,394.80
5. Retainage			
a. 0% X \$ 2,239,394.80 Work Completed		\$	-
b. X \$ - Stored Materials		\$	-
c. Total Retainage (Line 5.a + Line 5.b)		\$	-
6. Amount eligible to date (Line 4 - Line 5.c)		\$	2,239,394.80
7. Less previous payments (Line 6 from prior application)		\$	1,987,247.97
8. Amount due this application		\$	252,146.83
9. Balance to finish, including retainage (Line 3 - Line 4)		\$	-
Contractor's Certification			
The undersigned Contractor certifies, to the best of its knowledge, the following:			
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;			
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and			
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.			
Contractor: S.J. Louis Construction, Inc.			
Signature: Jennifer Meyers		Date: 9/1/2002	
Recommended by Engineer		Approved by Owner	
By: [Signature]		By:	
Title: Senior Construction Engineer		Title: City Clerk	
Date: 9/1/2022		Date: 9/1/2022	
Approved by Funding Agency			
By: Jessica Bass		By: Grant Anderson	
Title: Area Specialist - Rural Development USDA		Title: MAPA - Comm & Econ Dev. Planner	
Date: 9/1/2022		Date: 9/1/2022	

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner:	CITY OF CARTER LAKE					Owner's Project No.:	NA				
Engineer:	LAMP, RYNEARSON					Engineer's Project No.:	0118183.02-004				
Contractor:	S.J. LOUIS CONSTRUCTION, INC.					Contractor's Project No.:	NA				
Project:	SEWER COLLECTION SYSTEM IMPROVEMENTS										
Contract:	SANITARY SEWER SYSTEM IMPROVEMENTS										

Application No.:	10	Application Period:	From	05/01/22	to	09/01/22	Application Date:	09/01/22			
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	Mobilization, Bonds, Insurance	1	LS	\$135,000.00	135,000.00	1.00	135,000.00		135,000.00	100%	-
2	Pre-Rehabilitation Pipe Cleaning and Inspection	49,366	LF	\$3.65	180,185.90	49,366.00	180,185.90		180,185.90	100%	-
3	Portland Cement Concrete Pavement Full Depth Patches	590	SY	\$153.00	90,270.00	446.00	68,238.00		68,238.00	76%	22,032.00
4	Sidewalk Removal	25	SY	\$62.00	1,550.00		-		-	0%	1,550.00
5	5" PCC Sidewalk	25	SY	\$155.00	3,875.00		-		-	0%	3,875.00
6	Remove 12" or Smaller Sewer Pipe - Transite Pipe	199	LF	\$86.00	17,114.00	198.00	17,028.00		17,028.00	99%	86.00
7	Remove 12" or Smaller Sewer Pipe - Non Transite Pipe	339	LF	\$13.00	4,407.00	339.00	4,407.00		4,407.00	100%	-
8	Construct 8" Sanitary Sewer Pipe	284	LF	\$700.00	198,800.00	289.00	202,300.00		202,300.00	102%	(3,500.00)
9	Construct 10" Sanitary Sewer Pipe	216	LF	\$900.00	194,400.00	229.00	206,100.00		206,100.00	106%	(11,700.00)
10	Construct 12" Sanitary Sewer Pipe	29	LF	\$1,500.00	43,500.00	37.00	55,500.00		55,500.00	128%	(12,000.00)
11	Construct Sanitary Sewer Cleanout	24	EA	\$3,200.00	76,800.00	27.00	86,400.00		86,400.00	113%	(9,600.00)
12	Construct 8" CIPP Spot Liner (24 Locations)	48	LF	\$980.00	47,040.00	-	-		-	0%	47,040.00
13	Construct 10" CIPP Spot Liner (3 Locations)	6	LF	\$980.00	5,880.00	4.00	3,920.00		3,920.00	67%	1,960.00
14	Construct 12" CIPP Spot Liner (1 Location)	2	LF	\$2,000.00	4,000.00	-	-		-	0%	4,000.00
15	Construct 8" CIPP Liner	44,056	LF	\$20.00	881,120.00	41,342.00	826,840.00		826,840.00	94%	54,280.00
16	Construct 10" CIPP Liner	2,615	LF	\$21.00	54,915.00	2,583.00	54,243.00		54,243.00	99%	672.00
17	Construct 12" CIPP Liner	2,166	LF	\$22.00	47,652.00	1,178.00	25,916.00		25,916.00	54%	21,736.00
18	Reinstate Service Lateral	809	EA	\$25.00	20,225.00	809.00	20,225.00		20,225.00	100%	-
19	Centrifugally Cast Cementitious Mortar Manhole Liner (111 EA)	808	VF	\$210.00	169,680.00	797.69	167,514.90		167,514.90	99%	2,165.10
20	Centrifugally Cast Cementitious Mortar Manhole Liner With Epoxy Seal (34 EA)	272	VF	\$430.00	116,960.00	273.10	117,433.00		117,433.00	100%	(473.00)
21	Manhole Invert Repairs	11	EA	\$700.00	7,700.00	13.00	9,100.00		9,100.00	118%	(1,400.00)
22	Replace Perforated Manhole Cover With Solid Cover	33	EA	\$500.00	16,500.00	29.00	14,500.00		14,500.00	88%	2,000.00
23	Rental of Loader, Fully Operated	50	HR	\$225.00	11,250.00	50.00	11,250.00		11,250.00	100%	-
24	Rental of Skid Loader, Fully Operated	50	HR	\$195.00	9,750.00	38.70	7,546.50		7,546.50	77%	2,203.50
25	Rental of Dump Truck, Fully Operated	50	HR	\$125.00	6,250.00	42.00	5,250.00		5,250.00	84%	1,000.00
26	Rental of Crawler Backhoe, Fully Operated	50	HR	\$250.00	12,500.00	46.79	11,697.50		11,697.50	94%	802.50
27	Conventional Seeding - Type 1	0.2	AC	\$5,000.00	1,000.00		-		-	0%	1,000.00
28	Rolled Erosion Control Product - Type 2.A	200	SY	\$6.15	1,230.00		-		-	0%	1,230.00
					-		-		-		-
Original Contract Totals					\$ 2,359,553.90		\$ 2,230,594.80	\$ -	\$ 2,230,594.80	95%	\$ 128,959.10

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner:	CITY OF CARTER LAKE										Owner's Project No.:	NA
Engineer:	LAMP, RYNEARSON										Engineer's Project No.:	0118183.02-004
Contractor:	S.J. LOUIS CONSTRUCTION, INC.										Contractor's Project No.:	NA
Project:	SEWER COLLECTION SYSTEM IMPROVEMENTS											
Contract:	SANITARY SEWER SYSTEM IMPROVEMENTS											

Application No.:	10	Application Period:	From	05/01/22	to	09/01/22	Application Date:	09/01/22				
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Order 2											
29	Construct 54" I.D. Sanitary Sewer Manhole Over Existing Sanitary Sewer	1.00	LS	8,800.00	8,800.00	1.00	8,800.00		8,800.00	100%	-
Change Order Totals					\$	8,800.00		\$	8,800.00	\$	-
Original Contract and Change Orders											
Project Totals					\$	2,368,353.90		\$	2,239,394.80	\$	-
Project Totals					\$	2,368,353.90		\$	2,239,394.80	\$	128,959.10

CHANGE ORDER NO.: 3

Owner: **CITY OF CARTER LAKE** Owner's Project No.: **NA**
 Engineer: **LAMP, RYNEARSON** Engineer's Project No.: **0118183.02-004**
 Contractor: **S.J. LOUIS CONSTRUCTION, INC.** Contractor's Project No.: **NA**
 Project: **SEWER COLLECTION SYSTEM IMPROVEMENTS**
 Contract Name: **SANITARY SEWER SYSTEM IMPROVEMENTS**
 Date Issued: **08/31/2022** Effective Date of Change Order: **08/31/22**

The Contract is modified as follows upon execution of this Change Order:

Description:

The following additions and deductions to the approximate quantities in the construction contract for the above referenced project are necessary to adjust the work to match the approved plan quantities, which quantities include.

ADDITIONS TO THE APPROXIMATE QUANTITIES

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
8	Construct 8" Sanitary Sewer Pipe	5	LF	\$700.00	\$3,500.00
9	Construct 10" Sanitary Sewer Pipe	13	LF	\$900.00	\$11,700.00
10	Construct 12" Sanitary Sewer Pipe	8	LF	\$1,500.00	\$12,000.00
11	Construct Sanitary Sewer Cleanout	3	EA	\$3,200.00	\$9,600.00
20	Centrifugally Cast Cementitious Mortar Manhole Liner With Epoxy Seal (34 EA)	1.10	VF	\$430.00	\$473.00
21	Manhole Invert Repairs	2	EA	\$700.00	\$1,400.00
	TOTAL ADDITIONS				\$38,673.00

DEDUCTIONS TO THE APPROXIMATE QUANTITIES


ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	AMOUNT
3	Portland Cement Concrete Pavement Full Depth Patches	144	SY	\$153.00	\$22,032.00
4	Sidewalk Removal	25	SY	\$62.00	\$1,550.00
5	5" PCC Sidewalk	25	SY	\$155.00	\$3,875.00
6	Remove 12" or Smaller Sewer Pipe - Transite Pipe	1	LF	\$86.00	\$86.00
12	Construct 8" CIPP Spot Liner (24 Locations)	48	LF	\$980.00	\$47,040.00
13	Construct 10" CIPP Spot Liner (3 Locations)	2	LF	\$980.00	\$1,960.00
14	Construct 12" CIPP Spot Liner (1 Location)	2	LF	\$2,000.00	\$4,000.00
15	Construct 8" CIPP Liner	2714	LF	\$20.00	\$54,280.00
16	Construct 10" CIPP Liner	32	LF	\$21.00	\$672.00
17	Construct 12" CIPP Liner	988	LF	\$22.00	\$21,736.00
19	Centrifugally Cast Cementitious Mortar Manhole Liner (111 EA)	10	VF	\$210.00	\$2,165.10
22	Replace Perforated Manhole Cover With Solid Cover	4	EA	\$500.00	\$2,000.00
24	Rental of Skid Loader, Fully Operated	11.30	HR	\$195.00	\$2,203.50

25	Rental of Dump Truck, Fully Operated	8	HR	\$125.00	\$1,000.00
26	Rental of Crawler Backhoe, Fully Operated	3.21	HR	\$250.00	\$802.50
27	Conventional Seeding - Type 1	0.20	AC	\$5,000.00	\$1,000.00
28	Rolled Erosion Control Product - Type 2.A	200	SY	\$6.15	\$1,230.00
TOTAL DEDUCTIONS					\$167,632.10

AMOUNT OF ORIGINAL CONTRACT			\$2,359,553.90
CHANGE ORDER NO.	TOTAL DEDUCTIONS	TOTAL ADDITIONS	NET CHANGE
1	\$0.00	\$0.00	\$0.00
2	\$0.00	\$8,800.00	\$8,800.00
3	\$167,632.10	\$38,673.00	-\$128,959.10
TOTAL NET CHANGE			-\$120,159.10
CONTRACT AMOUNT TO DATE			\$2,239,394.80

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>2,359,553.90</u>	Original Contract Times: Substantial Completion: <u>November 1, 2021</u> Ready for final payment: <u>December 1, 2021</u>
Increase from previously approved Change Orders No.:2 \$ <u>8,800.00</u>	Increase from previously approved Change Orders: Substantial Completion: <u>272 days</u> Ready for final payment: <u>273 days</u>
Contract Price prior to this Change Order: \$ <u>2,368,353.90</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 31, 2022</u> Ready for final payment: <u>August 31, 2022</u>
Decrease this Change Order: \$ <u>128,959.10</u>	Increase this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>2,239,394.80</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 31, 2022</u> Ready for final payment: <u>August 31, 2022</u>


Recommended by Engineer

By: 
Title: Senior Construction Engineer
Date: 09/01/22

Authorized by Owner

By: _____
Title: City Clerk
Date: 09/01/22

Accepted by Contractor


S.J. Louis – Project Manager
09/01/22

Approved by Funding Agency

By: _____
Area Specialist – Rural Development USDA
09/01/22

Community Programs – RD Instructions 1942-A & 1780

Statement of Final Completion &

Owner's Acceptance of Work

Iowa Guide E-3



United States Department of Agriculture

Project:	<u>Sewer Collection</u> <u>Systems Improvements</u>	Engineer / Architect:	<u>Lamp, Rynearson</u>
Owner:	<u>City of Carter Lake</u>	Contractor:	<u>S.J. Louis</u> <u>Construction, Inc</u>

I, the undersigned Engineer / Architect of the above designated project, do hereby state that:

1. The construction provided pursuant to Contract Documents including all approved amendments and Change Orders, hereafter called the Work between the Owner and Contractor has been completed in compliance with the provisions of the Contract Documents.
2. The final payment authorized hereto and made a part hereof is a complete and accurate summary of the Work performed in accordance with the Contract Documents.
3. The total cost of the Work as completed is \$2,239,394.80.

These statements are made to the best of my knowledge, information and belief. I recommend, under the provisions of the Contract Documents, that the Work be accepted and that the final payment be made.

Engineer / Architect

By: 

Date: 09/01/2022

The Contractor shall guarantee materials and equipment furnished and construction performed by providing a Performance Bond which shall remain in full force and effect as stated in the Contract Documents.

Accepted By Contractor

By: Jennifer Meyers

Title: Project Manager

Date: 9/13/2022

Accepted By Owner

By: _____

Title: _____

Date: _____



To: Jessica Bass
Area Specialist
511 W. 7th Street
Atlantic IA 50022

Project: City of Carter Lake - Sewer Collection System Improvements

Contractor: S.J. Louis Construction, Inc

I, the undersigned Engineer / Architect hereby state that the construction of the Project or a specified part thereof is substantially completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. A prefinal inspection of the Work has been made by the Engineer / Architect, Owner, USDA Rural Development and other appropriate state and federal agencies.

Acceptance of this statement by the Contractor constitutes concurrence of the Contractor for the Owner to use any completed or substantially completed portions of the Work but shall not constitute Owner acceptance of such portions of the Work.

Items of noncompliance with the contract are: None

Issuance of this statement does not release the Contractor of the obligation of completing the unfinished portions of the Work or contract requirements in relationship to completion time, liquidated damages or unsettled claims against the project.

The Contractor shall guarantee all materials and equipment furnished, and construction performed by providing a Performance Bond which shall remain in full force and effect as defined in the Contract Documents.

This statement is made to the best of my knowledge, information and belief.

Engineer / Architect

By: 

Title: Senior Construction Engineer

Date: 9/13/2022

Accepted by Contractor:

By: Jennifer Meyers

Title: Project Manager

Date: 9/13/2022

Owner Approval of Issuance:

By: _____

Title: _____

Date: _____

INSPECTION REPORT

STATE Iowa
FOR City of Carter Lake COUNTY Pottawattamie
ADDRESS 950 Locust St Carter Lake, IA 51510-

ITEM OF DEVELOPMENT	PERCENT COMPLETE	ITEM OF DEVELOPMENT	PERCENT COMPLETE
Sewer Collection piping lining and repair	100%		

PERIODIC INSPECTION

Date & No. of previous inspection: _____

This inspection is Number Final

ITEMIZE AND DESCRIBE the significant conditions observed to be at variance with the approved plans and specifications and make your recommendations for correcting the deficiencies. Also make comments with respect to the progress of the work. In the case of development performed by the borrower method, carefully compare work accomplished with funds available and record any facts which indicate that actual costs are significantly at variance with planned costs. Check to see that deficiencies previously reported have been corrected.

(See attached sheets for additional comments)

Jennifer Meyers

DATE 9/14/2022 SIGNED _____

Indicate whether:

☐ Agency Representative, or
☒ Contractor

FINAL INSPECTION

I CERTIFY that I have inspected for the purposes set forth in 7 C.F.R. 1924 subpart A and 7 C.F.R. 1942 subpart A, the above listed items of development and that those shown as 100% complete have been completed in accordance with the Drawings and Specifications or other descriptive material. Health Department approval has been given the water and waste disposal system

on (date) 02/11/2021 Builder's Warranty is dated 09/01/2024

DATE 09/12/2022 SIGNED *[Signature]*

USDA Representative

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builder's Warranty.

DATE _____ SIGNED _____

Borrower

DATE 9/14/2022 SIGNED *Jennifer Meyers*

Builder (Optional)

According to the Paperwork Reduction Act of 1995, no persons are 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 0575-0042. The time required to complete this information collection is estimated to average 15 minutes 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.

GUIDE FOR INSPECTION OF CONSTRUCTION OF DWELLINGS AND BUILDINGS

Notices, Labor and Occupancy Observations.

- | | | | | | |
|--------------------------|-----|--------------------------|----|---|--|
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | NO | - | The required posters displayed? |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | NO | - | The facilities segregated? |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | NO | - | Amy evidence of employment discrimination? |

GENERAL. - Drainage conditions. Location of buildings with respect to property lines: Other buildings, water supply, sewage disposal, utilities, etc. Protection of materials on site.

EXCAVATION. - Earth bearing. Footing depths. Frost lines. Grades specified.

CONCRETE AND MASONRY. - Concrete mix or strength, forms, placing. Mortar mix. Width and depth of footings. Reinforcing steel. Stepped footings. Drain title. Concrete slabs on ground: Bed under slabs, wire mesh, slab thickness, finish. Termite protection. Foundation wall and pier alignment. Anchorage preparation. Dampproofing. Waterproofing. Exterior masonry: Lintels, wall thickness, height, parging, furring, wall vents, basement windows, termite protection, Masonry veneer: Lintels, thickness, airspace, flashing, felt, bonding, weepholes. Interior masonry wall: Thickness, lintels. All masonry walls: Joints, tooling, pointing, flashing, prevention of mortar stains, cleaning, Masonry chimney and fireplaces: Flues, size of flues, height above ridge, thimble, chimney cap, smoke cap, smoke chambers, firebrick, hearth. Basementless areas: Clearance below joist, positive drainage.

CARPENTRY MATERIALS. - Species and grade of lumber, moisture content. Shims. Preservatives.

FRAMING. - Fire stopping. Framing at chimney. Columns. Posts. Anchorage and moisture protection. Girders. Floor joists, double joists. Headers and trimmers. Subflooring. Ceiling joists. Roof pitch. Roof rafters. Hip and valley rafters. Collar beams. Flat roofs. Trussed roof construction. Studs, corner construction, corner bracing. Sill construction. Anchorage. Window and door openings. Plates. Wall sheathing. Roof sheathing. Termite protection.

EXTERIOR WALL FINISH. -Type of paper or felt. Lap. Fit at: Comer boards, door and window casings, drip cap, water table, sills, Nails and nailing. Miter. Comer finish. Stucco.

ROOF COVERING. - Conditions of deck, underlay, starting course, exposure, nailing.

INSULATION. - Fastening of boards. Fill (to top of walls and even distribution in ceilings).

FLASHING AND CAULKING. - Flashing at: exterior heads of openings, chimneys, intersections of roof and walls, valleys, hips, ridges. Caulking around openings

PLUMBING. - Quality of materials Workmanship. Excavation and backfill. Protection of pipes. Size of pipe. Cutting or notching. Joints and connections. Water supply lines: On solid ground below frost, shut- off valve, drain valve for entire system. Drainage system, vents and venting. Traps and clean outs. Hangers and supports. Quality and type of fixtures. Location of fixtures. Fixtures securely installed. Domestic hot water heating and storage, equipment, safety, capacity.

HEATING. - Safety, capacity. Required tests, operating and maintenance instruction. Fuel storage. Check operation.

GAS (Liquefied Petroleum). - Approval markings on tank. Tank Location. Meter installation (hung properly). Protection of exposed pipe. Leakage under pressure (smell joints). Location of shut-off valve inside building. Proper ventilation of system.

ELECTRICAL. - Location of meter. Number of circuits. Provision for future circuits. Location of outlets and switches. Power suppliers approval.

DRYWALL. - Joints, sanding, filling, taping.

GLAZING. - Quality of glass, putty, application.

LATHING AND PLASTERING. - Quality of lath, evenness, grounds, joints between work and masonry, finishing.

MISCELLANEOUS METALWORK. - Pipe rail, metal bucks, metal windows (setting, caulking and priming), painting.

MILLWORK. - Trim, cabinets, windows and doors, thresholds.

WEATHER STRIPPING. - Seal, joints (tight and smooth).

FINISH FLOORS. - Dry storage, baseboard clearance, joints, nailing, finish, protection after laying.

SCREENING. - Screen cloth, tightness, fit, operation, identification tags, paint splashes.

HARDWARE. - Materials, workmanship, operation, keys.

LIGHTING FIXTURES. - Type, bulbs (light, clean).

PAINTING AND DECORATING. - Surface preparation, washable materials, lead content, application (suitable weather), nail heads.

BACKFILLING. - Around masonry, around trees. Finish grade 8 inches below wood.

LANDSCAPING. - Planting, seeding, finish grades.

FINAL. - Cleaning up: Masonry, crawl and pipe space, pipe chases, attic, vents in walls, floors, chimney bottoms, fireplace throat, glass, hardware and fixtures. Removal of debris. Closing of floor openings around pipes. Replacement of broken windows. Operation of doors and windows.

WATER SUPPLY

Location with respect to possible sources of contamination. Shaft. Protection from contamination. Construction. Watertight casing safe distance above slab and safe distance below ground surface. Grading at top of well to drain away in all directions. Size of concrete platform. Slope of concrete platform. Pump: Type, capacity, location, protection, pollution proof, frost proof. Capacity of pressure tank.

SEWAGE DISPOSAL

Location: Slope of grade, depth of ground water, existing and future water supply. Size and slope of house sewer to septic tank. Capacity of tank. Distance of tank from foundation wall. Construction of tank, Location of disposal field (unobstructed and unshaded area). Construction of field. Minimum seepage area (determined by percolation test or recommendation of Soil Conservation Service and State Board of Health). Approval of State Board of Health.

RESOLUTION NO. 2022-

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Barbara Bennett's wages be set at \$19.22 per hour beginning August 20, 2022. Barbara has been employed with the Carter Lake Police Department for 10 years.

Recommended by: Longevity – Employee Handbook

Passed and approved this 19th day of September, 2022.

Ron Cumberledge, Mayor

ATTEST:

Jackie Carl, City Clerk

EXHIBIT 6

APPLICATION FOR EXEMPTION
CARTER LAKE URBAN REVITALIZATION AREA
(Remodeling, Renovation & Additions)
(Residential Property)

Please type or Print

APPLICANT (Owner of Record)

ADDRESS

Name of other Owners of Record (if any)

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

Address:

Legal Description:

CURRENT PROPERTY VALUE (from assessor's records):

Land: \$

Buildings \$

TYPE OF IMPROVEMENTS (check one):

☒

Addition to Existing Structure
Renovation/Remodeling of Existing Structure

ESTIMATED COST OF IMPROVEMENTS: \$

Date Started:

Date Completed:

TAX-EXEMPTION:

Residential - 100% tax exemption on the value added by the improvements for a period of three (3) years. (Minimum value of improvement must be 15% of the assessed value of the real estate prior to the improvements being made)

Note:

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

ATTACHMENT TO EXHIBIT 6

A. BUILDER'S COST BREAKDOWN

ARCHITECT	500.00
SURVEY	2000.00
EXCAVATING AND GRADING	
MASON MATERIAL	
LABOR	39,000.00
CONCRETE (BSMT, WALKS, DRIVE)	3000.00
ORNAMENTAL	
CARPENTER LABOR, LUMBER, HARDWARE	500.00
PAINTING AND DECORATING	
ROOFING	
HEATING AND AIR CONDITIONING	
PLUMBING (INCLUDING SEWERS)	
TILE	2000.00
ELECTRICAL	modular
INSULATION	HOME
DRY WALL	
GLASS	
BUILDING PERMITS	3200.00
INSURANCE	NA
CONSTRUCTION LOAN FEE AND INTEREST	
TITLE EXPENSE	5000.00
SALE EXPENSE	
ADVERTISING	
MISCELLANEOUS	
OVERHEAD AND PROFIT	

TOTAL BUILDING COST	\$ 205,200.00
PURCHASE PRICE OF LAND	\$ NA
TOTAL (LAND PLUS IMPROVEMENT COST)	\$ 205,200.00

Will all work be contracted out? YES NO If NO, describe work which will not be contracted. WAS & Is Complete

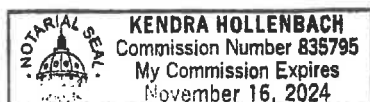
Are you, the property owner, your own subcontractor? YES NO

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

Subscribed and sworn to before me this 30 day of August, 1996. 2022

Kendra Hollenbach
Notary Public or City Clerk

Carl Wilson
Owner's Name



ACKNOWLEDGEMENTS:

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

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

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

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

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

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

Signature of Applicant: X Carl F Wilson

Date Signed: 8/30/22

CITY COUNCIL ACTION:

 Approved (Resolution No.) Date:

 Disapproved.

Reason for disapproval:

COUNTY ASSESSOR ACTION:

 Reviewed and Approved Date:

Assessed valuation of improvements: \$

 Reviewed and Disapproved

Reason for disapproval:

Notification sent to applicant of determination.
Date:

Greg Stephens
402-981-5327

EXHIBIT 6

APPLICATION FOR EXEMPTION
CARTER LAKE URBAN REVITALIZATION AREA

Please Type or Print

APPLICANT (Owner of Record) Ranelle Moraski + Gregory Stephens

ADDRESS 4427 N 17th St Carter Lake IA 51510

Name of other Owners of Record (if any)

N/A

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

Address: S74' E40' N 74' to POB (Parcel B)

Legal Description: 4427 N 17th St Carter Lake IA 51510

CURRENT PROPERTY VALUE (from assessor's records):

Land: \$ 159,900

Buildings: \$ 0

TYPE OF IMPROVEMENTS (check one):

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

ESTIMATED COST OF IMPROVEMENTS:

\$ 337,000

Date Started: 09/2020

Date Completed: _____

TAX EXEMPTION:

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

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

ACKNOWLEDGEMENTS:

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

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

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

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

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

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

Signature of Applicant: *Pamelle Morasu* Date Signed: 08/22/2022

CITY COUNCIL ACTION:

_____ Approved (Resolution No. _____) Date: _____

_____ Disapproved. Date: _____

Reason for Disapproval: _____

COUNTY ASSESSOR ACTION:

_____ Reviewed and Approved Date: _____

Assessed valuation of improvements: \$ _____

_____ Reviewed and Disapproved Date: _____

Reason for Disapproval: _____

Notification sent to applicant of determination. Date: _____

ATTACHMENT TO EXHIBIT 6

A. BUILDER'S COST BREAKDOWN

see attached

ARCHITECT
SURVEY
EXCAVATING AND GRADING
MASON Material
 Labor
CONCRETE (BSMT, WALKS, DRIVE)
ORNAMENTAL
CARPENTER LABOR, LUMBER, HARDWARE
PAINTING AND DECORATING
ROOFING
HEATING AND AIR CONDITIONING
PLUMBING (INCLUDING SEWERS)
TILE
ELECTRICAL
INSULATION
DRY WALL
GLASS
BUILDING PERMITS
INSURANCE
CONSTRUCTION LOAN FEE AND INTEREST
TITLE EXPENSE
SALE EXPENSE
ADVERTISING
MISCELLANEOUS
OVERHEAD AND PROFIT

TOTAL BUILDING COST

+ \$58,000

\$

PURCHASE PRICE OF LAND

rework + loss due to contractor fraud.

\$

TOTAL (LAND PLUS IMPROVEMENT COST)

\$

337,000

Will all work be contracted out? YES

NO

If, no, describe work which will not be contracted.

Are you, the property owner, your own subcontractor?

YES

NO

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

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public or City Clerk

Owner's Name

WALLINGFORD CONSTRUCTION INC.

Revised 9-17-2020
J. Kelly P.

Project:	Gregg Stephens	Budget	Paid Out	Variance	basement
Survey		650			
Blue Prints		0			
Permits		3800			
Insurance		1000			
Demolition/Disc. Utility		0			
Excavation		1500			
Foundation/Waterproofing		18000			
Flat Concrete		18000			
Sewer Water		3500			
Temp Power		750			
Materials:					
Framing		18000			
Steel Beams		1200			
Roofing		3000			
Windows		13000			
Interior Trim		3500			
Laborers					
Framing		18000			
Roofing		2000			
Trim Carp		3500			
Insulation		4800			
HVAC		10000			
Plumbing		15000			
Electrical		14000			
Drywall		9800			
Paint & Stain		12000			
Cabinets		10000			
Granite Counter tops		6000			
Light Fixtures		1500			
Floor Coverings					
Carpet 366 yds		2500			
Tile 500 sf		3000			
LvtWood F 1200 sf		5000			
Fireplace N/A		0			
Whirlpool Tub		1000			
Appliances		2800			
Covered Deck Optional		10000			
Garage Doors		1500			
Brown Treated		7000			
Siding		7000			
Stone		4000			
Finished Basement		0			
Clean Up & Dumpsters		1000			
Final Grade & Sod		1000			
Sprinkler System		2500			
Supervision		5000			
Mirrors		800			
Gutters		1200			
Subtotal		245800			
Overhead & Profit		26000			
Real Estate Fee					
Interest		3500			
TOTAL		275300			

PDM - 9/22/2020
655 - 9/22/2020

HOME SPECIFICATIONS -Stephans & Moraski Residence
Carter Lake, IA

Wallingford Construction (402)515-5307

HOUSE STYLE: 1 Story - 3 Bedroom
SQUARE FOOTAGE: 1783 sq. ft. Finished

D. Wallingford Revised 9-17-2020

Hannelle Moraski 9/20/2020

B. J. J. J. 9/20/2020

FOUNDATION:

Foundation Walls: 8" Poured concrete
Foundation Wall Height: 9 ft.
Beams: Steel I-beam(s) as per plan code
Columns: 3" diameter steel as per plan and code
Footings: Drain star
Sump Pit: yes
Damp Proofing: Hot spray tar below grade
Termite Protection: Pretreatment By Purchaser/Owner
Basement Insulation: Rim Joist & Cantilever Area
Crawl space: None
Walkout Basement: Yes

EXTERIOR STONE:

Location: Cultured Stone as per plan
Address block: Yes, Wooden Plaque w/ house number
Trim Accessories: none

FRAMING:

Walkout basement: YES
Walls: Per plan
Wood Frame: 2" x 6" framing on 16" centers
Basement: Finished as per plan
Front Elevation, All Sides and Rear Elevation:
Sheeting: Oxboard 7/16" thickness
Siding: smart side as per plan

FLOOR FRAMING:

Wood joists: 2" x 10"
Sill Plate: 2" x 8" Treated
Subfloor: 3/4" Tongue and Groove Wafer Board, glued and nailed

INTERIOR WALL:

2" x 4" Framing on 16" center allowable on non-load bearing walls, except where noted on plan

CEILING AND ROOF:

Ceiling Joists: 2" x 6" on 24" center spacing
Soffit Material: smart side to be painted
Fascia: Smart Side painted
Roof Sheeting: 7/16" Wafer board
Felt: 36" x 15 pound
Shingles: 30 yr - Heritage
Rafters: 2" x 6" on 24" center spacing
Vaults: Mstr Bedroom, kitchen, dinette, great rm
Covered Deck Quote: \$10,000

GARAGE DOORS:

1 @ 18' x 8' Steel insulated raised panel door (1) Prewired for opener

STAIRS:

Locations: Per Plan

Treads: 1 1/4" Particle Board

Risers: 1"x 8" SPF

Stringers: 2" x 12" SPF

WINDOWS:

Sizes: As per plan

Make: Builders choice, vinyl clad with insulated glass, includes screens (Windsor)

Window grids: None

Shutters: No

DOORS:

Front Door: Exterior Metal Insulated

Sidelights: Yes, w/o grids

Transom above Front Door: Yes

Storm Door: Full light storm door

Garage door to home: Steel door sized and installed per plan and code

Other: 5- Patio Doors at Main Floor & Basement

Deadbolts: All exterior doors

French Door: Basement Exterior door and Window as agreed

BASEMENT:

Unfinished/finshed area bottom of stairs a hallway going to garage

PLUMBING:

Water Piping: PEX

Water Heater: Builders choice, 2count- 40 gal gallon Natural Gas

Water Line for Icemaker: Yes

Garbage Disposal: Builders choice 1/2 hp in-sink disposal - (quantity 1)

Washer hook-up: Single lever washer box w/pan & drain

Hosebibs: 3 frost free hose bibs, one at courtyard, one on rear, hot/cold hose bib in garage

Sprinkler system

PLUMBING FIXTURES:

Kitchen: Sink- Quatrz/Granite
Faucet-chrome

PLUMBING CONTINUED:

Page 3 of 5

Master Bath: 1 Vanity: (1) sink w/quartz top Stool-Standard round white
Faucet-Standard Chrome
Custom Shower Tile w/Door (approx. 72" x 48")
Faucet-Standard Chrome Faucet-1 shower head

Main Bath: 1 Vanity: Sink (1) sink w/quartz top
Faucet-Standard Chrome
Shower-Fiberglass Unit
Faucet-Standard Chrome
Stool-Standard round white

Basement Bath: 1 Vanity: (1) sink w/quartz top
Faucet-Standard Chrome
Shower-Fiberglass Unit
Faucet-Standard Chrome
Stool-Standard round white

HEATING AND AIR CONDITIONING:

A/C: goodman

Furnace: Goodman Natural Gas, 93% efficient, (quantity 1)

Humidifier: Builders choice

Note: Furnace, Air Conditioner, Air Supply, & Return locations to be determined by mechanical contractor

Guttering & Downspouts: Gutters: 26 gauge 4" K style

Downspouts: 26 gauge galvanize 3" rectangular

ELECTRICAL WIRING:

150 or 200 amp service per design, copper wire, as per plan and code

Outlets, Switches, & Covers: White

220V Outlets: dryer, oven and garage wall in rear

Door bell: Front door w/chimes located in central interior location

cable TV: 5 locations

Telephone: 2 locations

Prewire: 4 garage door openers

Appliance Wiring:

Refrigerator Electric

Range Gas

Microwave Electric

Dishwasher Electric

Washer Electric

Dryer Electric

Ventilation: Exhaust fans in bath rooms as needed

INSULATION:

Sidewalls: R-21

Ceiling: R-38

Type: Rolled & Blown where applicable

Additional Information: Garage walls and ceiling to be insulated

Floor insulated when exposed to non-heat areas

REM/CS
9/20/2020

DRYWALL:

Page 4 of 5

All interior and garage walls adjoining home will be drywalled using 1/2" thick drywall with taped finish

Textured Ceilings: Yes, all ceilings to be hand-textured (includes garage)

INTERIOR TRIM:

Interior Doors: Six Panel Hollow Core White Melamine w/brushed nickel knobs

Closet Doors: Six Panel Hollow Core White Melamine w/brushed nickel knobs

Base Moldings: 2 3/4" MDF Painted

Caseing :2 1/4" MDF Painted

Crown Molding: Crown on top of upper cabinets

Closet Shelving: Painted

Stairway: Int skirt bd ,metal spindles

CABINETS:

All Painted cabinets custom, kitchen cabinets -30" uppers, stained & lacquered, w/brushed nickel knobs, details as per plan and to be determined. Buyer supplies hardware.

PAINT:

Exterior Walls: Latex paint, 1 body color & 1 trim color

Interior Walls: Latex paint, 1 color & 1 trim color

FLOORING:

Carpeted areas: Dining LVT, Mstr. Bdrm, Closets

All basement Bdrms/Closets/Hall, Staircases

Tile: Entry, Mstr Bath, Main Bath,Basement Bath,

Wood: Kitchen ,Dinette

MIRRORS:

Master Bath, Main Bath Basement Bath: Framed mirrors (1piece) Mirrored Medicine Cabinets

CONCRETE:

Basement: Floor

Driveway: Street to garage (curb grind)

Patio: 12' x 12'

Public Walks: at front per city code

LANDSCAPING:

Builder to finish grade & sod lot as per covenants

(any other landscaping will need to be coordinated w/sprinkler & sod companies)

SPECIAL FEATURES BY

treated deck: Approx.12' x 24' (to Be Determined)

ALLOWANCES:

Front Door: \$300 allowance
Carpet: \$17/yd.
Ceramic Floor: \$7/ft.
Appliances: \$2500
Lighting Allow: \$1000
Oak Floor Allow: \$8.10/sq. ft.
Sprinkler: \$2,500 Front yard only

EXTRAS (not included in contract price)
N/A at this time, to be determined

WARRANTIES:

1 Year builders warranty
All other warranties as per manufacturer

Article I - Humane Animal Treatment And Control

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[85.020 Definitions - Animal Control – Page 2](#)

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[85.128 Seizure/Destruction Of Animal – Page 22](#)

[85.130 Exceptions: Guard Dogs – Page 22](#)

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85.010 Administration And Enforcement

- A. The administrative authority, under the supervision of the mayor, shall be responsible for the administration of the provisions of this chapter. Those persons charged with enforcing the provisions of this chapter shall have the authority to seize and impound animals pursuant to the provisions of this chapter, and shall have the authority to write and serve enforcement/impoundment fee tickets as provided in this chapter; provided, that the administrative authority and any of his or her assistants may be sworn as officers by the mayor for the purpose of enforcing the provisions of this chapter, and as such, shall have the authority of peace officers, including the authority to issue misdemeanor citations for violations of this chapter.

It shall be the duty of those persons charged with enforcing the provisions of this chapter to impound any animals found running at large in violation of the terms of this chapter. It shall further be the duty of the director or his or her designee to

investigate all animal bites reported to the City, and to impound and quarantine the biting animal as provided in this chapter.

References to the administrative authority contained herein shall be deemed to include his or hers duly appointed designee.

- B. Any conduct in this chapter defined as a misdemeanor may, at the discretion of the city attorney, be handled as a municipal infraction pursuant to the terms of CLCC, Chapter 8.
- C. Each separate occurrence of a violation of a particular section shall constitute a separate and distinct violation. If the violation is of a continuing nature, then each and every day that the violation is allowed to exist shall be deemed a separate and distinct violation.

85.020 Definitions - Animal Control

For use in this chapter, the following terms shall have the following meanings:

Administrative authority: The “Animal Control Officer” or his/her designee. The chief animal control officer or his/her designee, or anyone else duly authorized by the mayor.

Animal: Every wild, tame or domestic member of the animal kingdom other than the genus and species Homo sapiens.

Animal shelter: The premises and/or building which the mayor or his or her designee may from time to time designate as the location for the impoundment of animals.

At large, running at large, or being at large: Any licensed or unlicensed animal found off the premises of its owner and either:

- A. Not on a leash;
- B. Not restrained within a vehicle so as to prevent it leaving the vehicle; or
- C. Not housed in a veterinary hospital or kennel.

Bite: Any puncture, laceration, abrasion, scratch or any other break in the skin of a human, caused by an animal.

Board of review: Shall be an ad hoc board made up of the mayor or his/her designee, the police chief or his/her designee and the fire chief or his/her designee. This board will only meet as needed and will conduct its hearings pursuant to Robert's Rules of Order and in compliance with Iowa's open meeting law.

Cat: Both male and female animals of the feline species, whether neutered or not.

Dangerous animal or dangerous animal, per se:

- A. Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having known tendencies as a species to do so;
- B. Any animals declared to be dangerous by the board of review or the mayor or his or her designee;
- C. The following animals which shall be deemed to be dangerous animals, per se:

Artiodactyla of the family Antilocapridae, which includes pronghorns;

Artiodactyla of the family Cervidae, which includes moose and caribou;

Artiodactyla of the family Suidae and the genus and species *Sus scrofa* (domestic swine and wild boar), which includes all male and female wild boars;

Bovidae—males only (bulls);

Carnivora of the family Canidae, which includes wolves, foxes, and hybrids, but excludes domestic dogs;

Carnivora of the family Felidae, which includes lions, lynx, bobcats, and hybrids, but excludes domestic cats;

Carnivora of the family Mustelidae, which includes badgers, wolverines, weasels and skunks, except ferrets;

Carnivora of the family Procyonidae, which includes raccoons;

Carnivora of the family Ursidae, which includes bears;

Chelonia of the family Chelydridae (snapping turtles);

Crocodylia which includes crocodiles and alligators;

Chiroptera (bats);

Proboscidae (elephants);

Rodentia of the family Cricetidae (mice), except white mice kept as household pets;

Rodentia of the family Muridae (rats), except white rats kept as household pets;

Scorpiones of the family Buthidae (scorpions);

Squamata of the suborder Ophidia (snakes) which are venomous or constrictors, not to include any nonvenomous snake indigenous to the state of Iowa.

Dangerous dog:

- A. Any dog with a propensity, tendency, or disposition to attack, to cause injury to, or to otherwise endanger the safety of humans or other domestic animals;
- B. Any dog that has been cited for running at large three times in one year; or
- C. Any dog that has attacked another animal once while at large.

Dart: The process whereby a drug of a sedative nature is delivered to and injected into an animal by means of a projectile shot from a rifle, gun, or blowgun, or from a bow or crossbow, for the purpose of subduing or rendering unconscious an animal for capture.

Dog: Both male and female animals of the canine species, whether neutered or not.

Emergency: Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage or which demands immediate action to protect the public health, safety and/or welfare, or the safety or welfare of an animal.

Farm animal: Every wild, tame or domestic animal kept or raised for the purpose of meat, milk, breeding, furbearing, work, recreation, sport, hobby, experimentation, or income, excluding domestic dogs and cats; any and all animals of the following orders shall be deemed to be farm animals, per se:

Anseriforms, which includes ducks and geese;

Artiodactyla, which includes all members of the families Suidae (swine) and Bovidae (cattle, sheep and goats);

Carnivoras, which includes mink and skunks, but excluding domestic dogs and cats;

Columbiformes, which includes doves and pigeons;

Falconiformes, which includes hawks and falcons;

Galliformes, which includes chickens, turkeys and fowl-like birds;

Lagomorpha, which includes hares and rabbits;

Perissodactyla, which includes all members of the family Equidae (horses, ponies, asses, and mules);

Rodentia, which includes squirrels, rats and mice.

Hybrid: Any offspring produced by breeding a domestic cat or domestic dog to an animal listed as a "dangerous animal, per se."

Kennel: "Boarding kennel," "commercial kennel," as defined in Iowa Code Chapter 162.

Kennel dogs: Dogs which are kept or raised solely for the bona fide purpose of sale and which are kept under constant restraint in a kennel pursuant to Iowa Code Chapter 162.

Killer trap or conibear trap: A type of trap designed to apprehend and instantaneously kill an animal, but shall not include jaw, leghold or snare-type traps, regardless if set underwater.

Live trap: A process whereby an animal is apprehended alive and uninjured by means of a cage-type device, the door or entrance to which closes after the animal enters, preventing escape. Jaw, leghold, or snare-type traps, designed to pinch trap an animal's head or extremities, shall not be considered a live trap.

Noise disturbance" means any sound which:

- A. Endangers or injures the safety or health of humans or animals;
- B. Annoys or disturbs a reasonable person of normal sensitivities; or
- C. Endangers or damages personal or real property.

Owner or owner of animal: Any person or persons, firm, association, or corporation owning, keeping, sheltering or harboring an animal with a current city pet license.

Owner or person or entity in lawful possession and control of any premises: The fee title owner of any property or premises, or the person or entity in actual possession or control of such premises under a lease or real estate contract.

Person: Any individual, association, partnership, or corporation, and includes any officer, employee, agent or agency thereof.

Service animals: Any animal which is owned by a person who is disabled, and that has been properly trained at a special school to guide its owner in going from place to place.

Vicious animal: Any animal, except for a dangerous animal, per se, as listed above, which has attacked or bitten any person without provocation or which has attacked or bitten any domestic animal or fowl on more than two occasions within a twelve-month period, any dog or other animal owned or harbored primarily or in part for the purpose of fighting or any dog trained for dog fighting, or which has been found to possess such a propensity by the Board of Review.

Meaning of Certain Words. Words used in the singular include the plural, and the plural the singular, the masculine gender includes the feminine and the feminine the masculine.

85.030 Cruel Treatment Of Animals Prohibited

- A. Physical Abuse. It shall be unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, beat with a stick, chain, club or other object; mutilate, burn, or scald with any substance, or otherwise cruelly set upon any animal, except that reasonable force may be employed to drive off vicious, trespassing or aggressive animals. It shall further be unlawful for any person to knowingly, intentionally, or carelessly cause or allow any animal to endure unreasonable or unjustifiable pain, suffering, or injury.
- B. It shall be unlawful for any person or entity keeping, harboring, or caring for any animal to fail, refuse or neglect to provide such animal with proper food, drink, shade, shelter, physical maintenance and veterinary care. Proper food, drink, shade, shelter, physical maintenance and veterinary care shall require that:
 - 1. Each animal shall, at suitable intervals and at least once every twenty-four (24) hours, receive a quantity of food suitable for the species' physical condition and age, sufficient to maintain an adequate level of nutrition for the animal.
 - 2. Each animal shall have available at all times an adequate supply of clean, fresh, potable water. If water pans or dishes are to be used, such pans or dishes shall have weighted bottoms or be mounted or secured in a manner that prevents tipping.
 - 3. Each animal shall have convenient access to adequate shelter throughout the year. Any shelter shall be structurally sound and maintained in good repair to protect the animal from injury and from the elements, and shall be of sufficient size to permit the animal to enter, stand, turn around, and lie down in a natural manner. Any shelter which does not protect the animal from temperature extremes or precipitation, excessive ammonia levels, or which does not provide adequate ventilation or drainage, shall not comply with this section. Animals kept outdoors for a period of time exceeding thirty (30) minutes must be provided the following:
 - a. The shelter must be a well-constructed structure with a roof, enclosed sides, one of which must contain an entry way and a solid, level floor raised at least two inches from the ground. The entry way openings shall not comprise an entire side of the structure.
 - b. The shelter must have no cracks or openings other than the entrance.

- c. The shelter must be small enough to allow an animal to warm the interior of the structure and maintain body heat, but large enough to allow the animal to stand, turn and lie down.
 - d. Between November 1 and March 31 and whenever the real or effective temperature is forty (40) degrees Fahrenheit or lower, the entryway must be protected by a self-closing door, an offset outer door, or a flexible flap, and a sufficient amount of dry bedding material consisting of hay, straw or cedar shavings must be provided to insulate against cold and damp. Blankets, rags and newspapers are prohibited due to their tendency to hold moisture and freeze.
 - e. The shelter must be placed where it will be adequately shaded in hot weather and protected from the wind in cold weather.
4. Each animal shall receive care and medical treatment for injuries, parasites, and diseases, sufficient to maintain the animal in good health and to minimize suffering.
 5. No animals shall be hitched, tied, or fastened by any rope, chain or cord that is directly attached to the animal's neck. Animals that must be tied, hitched or fastened to restrain them must wear a properly fitted collar or harness, not of the choker type, provided that the proper use of choker collars in the training of animals shall not be prohibited. The tying device shall be attached to the animal's collar or harness and shall be at least ten (10) feet in length.
 6. Any enclosure in which an animal is kept shall be constructed of material, and in a manner to minimize the risk of injury to the animal, and shall encompass sufficient usable space to keep the animal in good condition. When a dog is confined outside a residence, the following minimum space requirements shall be used:

Size of Dog	Pen Size (square feet)
Extra-large (over 26 inches at withers or over 75 lbs.)	48
Large (over 20 inches and up to 26 inches at withers or not over 75 lbs.)	40
Medium (over 12 inches and up to 20 inches at withers or not over 50 lbs.)	32
Small (12 inches or less at withers or not over 20 lbs.)	24

An additional sixteen (16) square feet shall be required for each dog sharing the pen with another. The minimum pen size includes a shelter.

85.040 Trappings, Poisoning And Destruction Of Animals

A. The owner or person or entity in lawful possession and control of any premises:

1. May trap, poison or destroy in otherwise permissible manner any mole or rodent (rat, mouse or gopher) found upon the premises, with the exception of tree squirrels;
2. May trap, poison or destroy in otherwise permissible manner any pigeons which congregate on such premises in such a manner as to create a hazard to public health or cause damage to property;
3. May trap or destroy in otherwise permissible manner, any dangerous animal found at large upon the premises and constituting an immediate threat to the safety or health of any person;
4. May trap, poison, or destroy in otherwise permissible manner, any animal which has entered the occupied portion of any building, or which has entered or nested in the attic, eaves, drainage or plumbing vent piping of any building, thereby creating a nuisance which cannot otherwise be abated, except that animals regulated pursuant to Iowa Code Chapters 456A, 481A and 481B may not be trapped, poisoned, or destroyed pursuant hereto unless permission has first been obtained from the Iowa Department of Natural Resources;
5. May utilize live traps to apprehend animals on any premises, regardless of the zone, if such animals constitute a nuisance due to the destruction of property, and if the method and location of such trapping is done with the concurrence and under the direction of either the Iowa Department of Natural Resources or the department of public health. If such trapping is done with the concurrence of and under the direction of the Iowa Department of Natural Resources, killer traps may be utilized.

B. The owner, person, or entity in lawful possession and control of any premises may trap, or give permission to trap, game animals or fur-bearing animals utilizing leghold traps, live traps, or killer traps in accordance with the provisions of Iowa Code Chapters 456A, 481A, and 481B except as follows:

- a. City-owned properties in such zones unless permission is obtained therefore; and
- b. Those portions of such zones which lie within one thousand (1,000) feet of any residential district; and

In the event that the county board of health determines that game animal or fur-bearing animal populations pose a significant threat to public health or safety, or property anywhere within the city, the board may authorize trapping by licensed pest control operators or by commercial trappers who

do not own the properties to be trapped, provided the written permission of such property owners is first obtained, utilizing leghold traps, live traps, or killer traps in accordance with the provisions of Iowa Code Chapters 456A and 481A.

It shall be the duty of every person maintaining a trap pursuant to this provision to plainly label the trap or traps with a metal tag displaying the owner's name and address, and to inspect the trap or traps at least once every twenty-four (24) hours. Failure to do so shall constitute a misdemeanor. All animals trapped pursuant to the provisions of this section shall be promptly disposed of or destroyed in a humane manner. Traps which are placed or used in violation of this provision may be seized by the mayor his or her designee.

- C. The administrative authority may allow any person eighteen (18) years of age or older to trap game animals and/or fur-bearing animals in accordance with Iowa Code Chapters 456A and 481A, and under the same terms and conditions as set forth above in paragraph B upon city owned property, if the administrative authority determines that such trapping is necessary either to prevent animal overpopulation of those premises, or to promote the public health, welfare, and safety, or to abate a nuisance caused by such animal population.
- D. Nothing contained herein shall prohibit the operation of a pest control business within the City of Carter Lake by licensed pest control technicians, provided that the pest control methods used meet with the approval of the United States Environmental Protection Agency. A licensed pest control technician may perform any of the acts set forth in paragraphs A,1 through A,5 and paragraph B above, if done in accordance with the requirements therein set forth and if authorized to do so by the owner or person in possession and control of the premises.
- E. Nothing herein shall limit the authority of the administrative authority to apprehend by any means animals found at large in violation of this chapter, or to apprehend by any means or destroy any animal found at large which constitutes an immediate threat to public health, welfare, or safety.
- F. Nothing herein shall limit the authority of the Iowa Department of Natural Resources to trap, or allow trapping, upon property owned by the state of Iowa or under the exclusive jurisdiction and control of the Iowa Department of Natural Resources.

85.045 Pet Shops

- A. It shall be unlawful for any person who owns, conducts, manages or operates any commercial animal establishment for which a license is required by the state of Iowa, to fail to comply with each of the following conditions:

1. Every dog and cat offered for sale shall have been vaccinated against distemper. A certificate providing the name of the veterinarian and the date and treatment must be provided to the purchaser at the time of sale.
 2. No animal shall be transported by a pet shop or dealer, whether by private or public means, unless housed in a container appropriate for the size for the animal, and designed for that purpose including provisions for adequate ventilation, food and water.
 3. Each animal shall at suitable intervals and at least once every twenty-four (24) hours, receive a quantity of wholesome foodstuff suitable for the specie's physical condition and age, sufficient to maintain an adequate level of nutrition for the animal.
 4. Each animal shall have available at all times an adequate supply of clean, fresh, potable water.
 5. Reasonable precautions shall be used to ensure that animals are not teased, abused, mistreated, annoyed, tormented or in a manner made to suffer by any person or means.
 6. Sick animals shall be sufficiently isolated so as not to endanger the health of other animals.
 7. Every building or enclosure wherein animals are maintained, shall be constructed of material easily cleaned, shall be kept in a sanitary condition and shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required, according to the physical needs of the animal, with sufficient light to allow observation of animals and sanitation.
 8. Any animal shall be taken to a veterinarian for treatment if the animal control officer orders the owner or custodian to do so as necessary to maintain the health of the animal.
 9. All animal rooms, cages, shipping containers, and runs shall be of sufficient size to provide adequate and proper accommodations and protection from the weather for the animals kept therein. At a minimum, sufficient space must be provided for every animal within an enclosure to separately and together, stand up, lie down, and turn around in a natural position.
 10. No animals bearing evidence of malnutrition, ill health, infectious disease, unhealed injury or having been kept in an unsanitary condition shall be displayed or sold to the public.
- B. Records pertaining to the sale, purchase, transfer and medical treatment, including vaccinations, for all animals shall be open and available for inspection by the administrative authority or his/her designee during reasonable hours. All

such records shall be maintained on the premises for a minimum period of twelve (12) months after the date of sale or transfer of any animal. Records shall include the source of the animal sold/transferred, the date of sale/transfer, identification and sex of the animal sold/transferred, and the name and address of the purchaser.

- C. No pet shop shall sell a dangerous animal or dangerous animal, per se, as defined herein.

85.050 Animals At Large

- A. The owner of any animal shall at all times restrain such animal to prevent it from being or running at large. Failure to do so shall constitute a simple misdemeanor subject to the penalty provisions of CLCC, Chapter 8. An animal found at large by the administrative authority shall be seized and impounded. If the animal is unable to be apprehended, or if the owner of the animal refuses to relinquish the same, the administrative authority shall serve the owner a ticket requiring payment of an enforcement/impounded fee as set forth in the current schedule fees as adopted by the city council.
- B. An owner of a cat bearing a current rabies vaccination tag and license must restrain such animal from running at large to the extent necessary to prevent it from causing damage to either public or private property. Failure to do so shall constitute a simple misdemeanor. A cat found at large by the administrative authority not bearing current rabies vaccination tag and license, or a cat wearing such vaccination tag and license but causing property damage, may in the discretion of the administrative authority be seized and impounded. If the administrative authority is unable to apprehend such cat, or if the owner of the cat refuses to relinquish same, the administrative authority may serve the owner a ticket requiring payment of an enforcement/impounded fee as set forth in the current schedule of fees as adopted by the city council.
- C. It is lawful for any person who finds an animal at large to seize and hold the animal. Any person seizing and holding an animal may confine it within a fenced yard, house, garage or other structure owned by them, or by physically restraining such animal on a harness, collar or leash. The person seizing and holding the animal shall be responsible for the humane treatment of the animal while it is under that person's custody, and shall notify the division of animal control within forty-eight (48) hours that the animal is in their custody. An animal control officer shall scan the dog for the presence of a microchip. Should a microchip be found, the last known owner shall be contacted and arrangements be made for the dog's return. Should a microchip not be found, the person harboring the dog may maintain custody until an owner is identified or for a period of thirty (30) days. Upon holding the animal for thirty (30) days, the finder may acquire ownership of the animal by purchasing a pet license for said animal. The provisions of this chapter shall not infringe upon any right or duty created by Iowa Code §§ 351.25 or 351.27.

85.060 Impoundment

- A. Animals which are impounded shall be placed in the animal shelter, licensed kennel, or other suitable place as directed by the administrative authority. The city shall register every impounded animal, noting the species, breed, color and sex of such animal, and whether or not it is wearing a license tag.
- B. When an animal has been apprehended and impounded, the administrative authority shall give notice of such impoundment to the owner, if known, within two days. If an impounded animal is not claimed within three days, excluding legal holidays, of the giving of notice, or if the owner of the animal cannot be determined within three days of the date of impoundment, the animal may be disposed of as provided in this chapter; provided, however, that an animal which is being held under quarantine shall not be released for ten (10) days. The cost of impoundment, board and keep, and any other related costs, shall be billed to the owner, if known or later identified.
- C. Redemption. Any animal held or impounded at the animal shelter may be redeemed to the owner thereof upon:
 - 1. Proof of ownership;
 - 2. Payment of the board and keep fee, enforcement/impoundment fee, and any other related costs incurred;
 - 3. Presentation of the city license for the current year, if required by law, or by purchasing such license, which shall not be issued until proof of a current rabies vaccination is presented;
 - 4. Showing proof in the form of a certificate issued and signed by a licensed veterinarian that such animal has been properly vaccinated for rabies, if required by law;
 - 5. Any dog or cat that has been impounded shall have an identifying microchip inserted under its skin at its owner's expense prior to being released to the owner. The fee for this procedure shall be at current pricing as set forth by the animal shelter.
- D. For purposes of this section, the administrative authority may give notice to the owner either orally, or by posting a notice at the owner's residence, or by mail. Any animal not redeemed under the provisions of this section shall become property of the City of Carter Lake.

85.070 Disposition Of Impounded Animals

After the expiration of the applicable three-day impoundment period, or ten (10) days quarantine, except as otherwise provided, an unredeemed animal, whether licensed or

unlicensed may, at the discretion of the administrative authority, transfer the city's interest of ownership to that of the animal shelter.

85.080 Injured Animals At Large

- A. In the event that an injured animal, licensed pursuant to the provisions of this title, is found at large, the administrative authority shall impound such animal. Upon impounding an injured animal, the administrative authority shall attempt as soon as practicable to notify the owner of the animal's location and condition. Upon being so notified, the owner of such animal shall either immediately take custody of such animal or cause said animal to be transported to a veterinarian or authorize its destruction in a humane manner.
- B. In the event an injured animal at large cannot be apprehended, or if it displays vicious tendencies which would make its capture unduly hazardous, or in the event that an animal is found at large so seriously injured as to make its recovery improbable, or its condition deteriorates to that point, the administrative authority may immediately destroy such animal in a humane manner in the interest of humane treatment.
- C. In the event an animal regulated by Iowa Code Chapters 481A or 481B is found injured at large, the administrative authority shall, if practicable, consult with an officer of the Department of Natural Resources before destroying such animal.

85.082 Dangerous Animal Designation

The administrative authority or his or her designee may designate an animal to be a dangerous animal under any of the following conditions:

- A. Any animal which is not naturally tame or gentle and which is of a wild nature or disposition and capable of killing, inflicting serious injury, or causing disease among human beings or domestic animals, and having known tendencies as a species to do so;
- B. Any animal which has attacked another animal while at large.

85.084 Dangerous Animal/Dog Designation

- A. The administrative authority or the administrative authority's designee may designate any animal/dog to be a dangerous animal/dog under any of the following circumstances:
 - 1. An animal/dog with a propensity, tendency, or disposition to attack, to cause injury to, or to otherwise endanger the safety of humans or other domestic animals;

2. An animal/dog that the administrative authority or the administrative authority's designee makes a finding that said animal/dog has been running at large or was at large on three occasions in a twelve-month period; or
 3. An animal/dog, while not at large, that without provocation bites or attacks a human being or domestic animal.
- B. An animal deemed to be dangerous, per se, shall by operation of law be designated a dangerous animal by the administrative authority or the administrative authority's designee.

85.086 Appeal Of Dangerous Animal/Dog Designation

The decision of the administrative authority or the administrative authority's designee declaring an animal/dog as dangerous may be appealed by the owner to the board of review under the provisions of this chapter; provided, that there shall be no appeal to the board of the dangerous, per se, designation.

85.088 Irresponsible Animal Ownership

- A. Any animal owner that has been convicted of any violation of this chapter on two occasions in a twelve-month period shall be designated an irresponsible animal owner.

If an animal owner is convicted of a third violation of this chapter in a twelve-month period, all animals may be confiscated and disposed of at the discretion of the administrative authority, and no animal licenses shall be issued to anyone at the irresponsible animal owner's residence for a period of thirty-six (36) months.

- B. Any animal owner that has been convicted of a violation of CLCC 85.050 on one occasion in a twelve-month period shall be designated an irresponsible animal owner.

If an animal owner is convicted of a violation of CLCC 85.050 on a second occasion in a twelve-month period, all animals may be confiscated and disposed of, at the discretion of the administrative authority, and no animal licenses shall be issued to the irresponsible animal owner for a period of thirty-six (36) months.

- C. No person designated as an irresponsible animal owner shall sell or otherwise transfer ownership of any animal to another person residing at the same address.

85.089 Irresponsible Animal Owner - Designation Removed

Any person designated as an irresponsible animal owner who is not convicted of another violation of this chapter for a period of thirty-six (36) months shall have the irresponsible

animal owner designation removed. Any further violations of this chapter may result in immediate confiscation and disposal of any animals, at the discretion of the administrative authority.

85.090 Keeping Of Dangerous Animals Prohibited

No person shall keep, shelter, or harbor as a pet, guardian, or for any other purpose within the city, a dangerous animal as defined herein except as provided by this code.

85.100 Exceptions

The prohibition contained in CLCC 85.090 shall not apply to the keeping of dangerous animals in the following circumstances:

- A. The keeping of bulls of any of the family Bovidae, or domestic swine of the family Suidae for farm purposes in a Class A-2, agricultural district;
- B. The keeping of dangerous animals in a public zoo, bona fide educational or medical institution, museum or other place where they are kept as live specimens for the public to view, or for the purpose of instruction or study;
- C. The keeping of dangerous animals for exhibition to the public by a circus, carnival, exhibit, show, or licensed pet shop;
- D. The keeping of dangerous animals in a bona fide, licensed veterinary hospital for treatment;
- E. Any dangerous animals under the jurisdiction of and in the possession of the Iowa Department of Natural Resources, pursuant to Iowa Code Chapter 481A or 481B.

85.110 Regulation Of Keeping Of Dangerous Animals

- A. Every person, firm, or corporation owning, keeping, sheltering or harboring a dangerous animal pursuant to CLCC 85.100 shall report such fact to the department of public health, together with the following information:
 - 1. The species name of each animal;
 - 2. The number of such animals of each such species kept on the premises;
 - 3. A physical description of each such animal, including any pet names to which it might respond;
 - 4. The location of such animal or animals within the city, including the location of the cage or place of confinement upon or in the premises wherein the animal or animals are kept;
 - 5. In the case of poisonous dangerous animals, the location of the nearest source of antivenom for that species.

- B. Every person, firm or corporation keeping, sheltering or harboring a dangerous animal shall at all times keep such animal securely confined within a cage or other enclosure.
- C. Every person, firm, or corporation keeping, sheltering or harboring a poisonous dangerous animal shall be required to keep ten (10) doses of anti-venom on hand and current at all times.
- D. No person, firm, or corporation owning, keeping, sheltering or harboring a dangerous animal shall permit or allow such animal to enter upon or traverse any public property, park property, public right-of-way, or the property of another, except when such animal is being transported while caged or confined. The administrative authority may authorize the display or exhibit of dangerous animals upon public property, park property, or public right-of-way, provided it is determined that such display or exhibit will not be contrary to the public interest. The authorization to display or exhibit such animals may be conditioned upon the provision of adequate public liability insurance and the execution of an indemnity and hold harmless agreement in favor of the City of Carter Lake by the party seeking such authorization.
- E. In the event that a dangerous animal is found at large and unattended upon public property, park property, public right-of-way, or the property of someone other than its owner, thereby creating a hazard to life or property, such animal may, in the discretion of the administrative authority, or the chief of police, be destroyed if it cannot be confined or captured. The City of Carter Lake shall be under no duty to attempt the confinement or capture of a dangerous animal found at large, and shall have no duty to notify the owner of such animal prior to its destruction.
- F. No person owning, harboring, or having the care of a dangerous dog shall suffer or permit such animal to go unconfined on the premises of such person.
 - 1. Said dangerous dog shall be confined in a securely enclosed and locked pen or structure upon the premises which shall be set back at least ten (10) feet from the nearest property line of said premises. Such pen or structure must have secure sides at least six feet in height, embedded into the ground no less than one foot or secured into a concrete slab, and a secure top. Said pen or structure must be constructed of materials which will prevent the dangerous dog from biting or otherwise attacking a person wholly outside of the pen or structure.
 - 2. No person owning, harboring, or having care of a dangerous dog shall suffer or permit such dog to be beyond the premises of such person unless such dog is securely leashed and muzzled by a responsible adult, or otherwise securely restrained in a kennel or other enclosure.
 - 3. No owner or other person shall sell, give away, or trade any dangerous dog without first giving written notification as to the name, address, and telephone number of the potential purchaser to the administrative

authority. Said notice to the administrative authority shall include a copy of written notification signed by the potential purchaser, that the dog has been declared dangerous, and the restrictions of this chapter which shall apply.

- G. Order to Remove. In the event that the administrative authority determines that a dangerous animal is being kept, sheltered, or harbored by any individual or entity in violation of the provisions of this chapter, the administrative authority may in his or her discretion have such individual or entity prosecuted for such violation, and/or he or she may order such individual or entity to remove such dangerous animal from the city or destroy it. Such order shall be contained in a notice to remove dangerous animal, which notice shall be given in writing, directed to such individual or entity, and delivered personally or by certified mail. Such order of the administrative authority may be appealed as set forth in subparagraph (H) within 5 days.
- H. If the Board of Review affirms the action of the administrative authority, the board shall also order in its written decision that the individual or entity owning, sheltering, harboring, or keeping such dangerous animal, remove such animal from the city or destroy it. The decision and order shall immediately be served upon the person or entity against whom rendered in the same manner as the notice of removal. If the order is not complied with within seven days of its issuance, the administrative authority is authorized to seize and impound such dangerous animal. An animal so seized shall be impounded for a period of seven days. If at the end of the impoundment period, the individual or entity against whom the decision and order of the Board of Review was issued has not petitioned the Pottawattamie County District Court for a review of the order, the administrative authority shall cause the animal to be disposed of by sale or destroyed in a humane manner. Failure to comply with an order of the board of review issued pursuant hereto shall constitute a misdemeanor and shall be subject to the penalty provisions of CLCC, Chapter 8.
- I. Every order of the board of review issued pursuant to the provisions of this section shall set forth the language of paragraph H of this section.

85.112 Pit Bulls Prohibited

A. It shall be unlawful for any person to own, possess, keep, exercise control over, maintain, harbor, transport, or sell within the city of Carter Lake, Iowa, any pit bull.

B. Definitions. For the purposes of this section:

Owner: Any person who owns, possesses, keeps, exercises control over, maintains, harbors, transports or sells an animal.

Pit bull: Any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits of any one or more of the above breeds (more so than any other breed), or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. The A.K.C. and U.K.C. standards for the above breeds are on file in the office of the administrative authority.

Muzzled: The jaws of the pit bull are confined by a device that prevents the pit bull from biting.

Secure temporary enclosure: An enclosure used for purposes of transporting a pit bull and which includes a top and bottom permanently attached to the sides except for a "door" for removal of the pit bull. Such enclosure must be constructed so that the pit bull cannot exit the enclosure on its own.

- C. Exceptions. Failure by the owner to comply and remain in compliance with any of the terms of any applicable exception shall subject the pit bull to immediate impoundment and disposal pursuant to paragraph E of this section, and shall operate to prevent the owner from asserting such exception as a defense in any prosecution under paragraph A.
1. The owner of a pit bull currently licensed as of the date of publication of the ordinance codified in this section and who maintains the pit bull at all times in compliance with the requirements of paragraph D of this section and all other applicable requirements of this chapter, may keep a pit bull within the city.
 2. The city animal shelter may temporarily harbor and transport any pit bull for purposes of enforcing the provisions of this chapter.
 3. A licensed veterinarian may temporarily harbor any pit bull for the purpose of care and treatment of the animal.
 4. A person may temporarily transport into and hold in the city a pit bull only for the purpose of showing such pit bull in a place of public exhibition, contest or show sponsored by a dog club association or similar organization. However, the sponsor of the exhibition, contest, or show must receive written permission from the administrative authority, must obtain any other permits or licenses required by city ordinance, and must provide protective measures adequate to prevent pit bulls from escaping or injuring the public at least seven days prior to said exhibition, contest or show. The person who transports and holds a pit bull for showing shall, at all times when the pit bull is being transported within the city to and from the place of exhibition, contest, or show, keep the pit bull confined in a "secure temporary enclosure" as defined in paragraph B,4.

D. The owner of any pit bull, currently licensed as of the date of publication of the ordinance codified in this section, shall be allowed to keep such pit bull within the city only if the owner complies with and provides sufficient evidence that the owner is in compliance with all of the following regulations:

1. The owner of the pit bull shall keep current the license for such pit bull through annual renewal. Such license is not transferable and shall be renewable only by the holder of the license or by a member of the immediate family of such licensee who is at least eighteen (18) years of age.
2. The owner of a pit bull must be at least eighteen (18) years of age.
3. The owner shall present to the administrative authority proof that the owner has procured liability insurance in the amount of at least one hundred thousand dollars (\$100,000.00), covering any damage or injury that may be caused by a pit bull during the duration of its license. The policy shall contain a provision requiring the insurance company to provide written notice to the administrative authority not less than fifteen (15) days prior to any cancellation, termination or expiration of the policy.
4. The owner shall, at the owner's own expense, have the pit bull spayed or neutered and shall present to the administrative authority written proof from a licensed veterinarian that this sterilization has been performed.
5. The owner shall bring the pit bull to the Carter Lake Animal Shelter, where a person authorized by the administrative authority shall cause an identifying microchip to be inserted beneath the skin of the pit bull. The administrative authority shall maintain a file containing the registration numbers and names of the pit bulls and the names and addresses of the owners. The owner shall notify the administrative authority of any change of address.
6. At all times when a pit bull is at the property of the owner, the owner shall keep the pit bull "confined" as that term is defined herein. At all times when a pit bull is away from the property of the owner the owner shall keep the pit bull, either securely leashed with a leash of a fixed length no longer than four feet, and muzzled, or in a "secure temporary enclosure," as that term is defined in paragraph B,4 of this section.
7. The owner shall not sell or otherwise transfer the pit bull to any person except a member of the owner's immediate family who is at least eighteen (18) years of age, who will then become the owner and will be subject to all of the provisions of this section. The owner shall notify the administrative authority within five days in the event that the pit bull is lost, stolen, dies, or has a litter. In the event of a litter, the owner must deliver the puppies to the animal shelter for destruction or permanently remove the puppies from Carter Lake and provide sufficient evidence of such removal by the time

the puppies are weaned, but in no event shall the owner be allowed to keep in Carter Lake a pit bull puppy born after the date of publication of the ordinance codified in this section, that is more than eight weeks old. Any pit bull puppies kept contrary to the provisions of this section are subject to immediate impoundment and disposal pursuant to paragraph E of this section.

8. The owner shall have posted at each possible entrance to the owner's property where the pit bull is kept, a conspicuous and clearly legible pit bull sign. Such pit bull sign must be at least eight inches by ten (10) inches in rectangular dimensions and shall contain only the words "PIT BULL DOG" in lettering not less than two inches in height.
- E. Notwithstanding any provisions to the contrary, the administrative authority is authorized to immediately impound any pit bull found in the city of Carter Lake which does not fall within the exceptions listed in paragraph C above, and the animal shelter may house or dispose of such pit bull in such manner as the administrative authority may deem appropriate, except as the procedures in paragraph F below otherwise require.
- F. When the administrative authority has impounded any pit bull dog pursuant to this section, and the owner of such dog disputes the classification of such dog as a pit bull, the owner of such dog may file a written petition with the administrative authority for a hearing concerning such classification no later than seven days after impoundment. Such petition shall include the name and address, including mailing address, of the petitioner. The administrative authority will then issue a notice of hearing date by mailing a copy to the petitioner's address no later than ten (10) days prior to the date of the hearing. When no written request from the owner for a hearing is received by the administrative authority within seven days of impoundment, the pit bull shall be humanely destroyed.

The hearing, if any, will be held before the administrative authority or a hearing officer designated by the administrative authority. The appellant-owner of such dog shall bear the burden of proof. Any facts that the petitioner wishes to be considered shall be submitted under oath or affirmation, either in writing or orally at the hearing. The administrative authority or hearing officer shall make a final determination whether the dog is a pit bull as defined in paragraph B,2 of this section. Such final determination shall be considered a final order of the administrative authority subject to review as provided in herein.

If the dog is found to be a pit bull, it shall be humanely destroyed, unless the owner produces evidence deemed sufficient by the administrative authority that the pit bull is to be permanently taken out of Carter Lake, and the owner pays the cost of impoundment. If the dog is found not to be a pit bull, the dog shall be released to the owner.

The procedures in this paragraph shall not apply, and the owner is not entitled to such a hearing with respect to any dog that was impounded as the immediate result of an attack or bite. In those instances, the dog shall be handled, and the procedures governed by the provisions of CLCC 85.120.

85.120 Keeping Of Vicious Animals Prohibited - Proceedings To Determine - Seizure And/Or Destruction Authorized

- A. No person except law enforcement shall keep, shelter, or harbor for any reason within the city, a vicious animal as defined herein.
- B. Any animal which has attacked or bitten any person without provocation on one occasion, or which has attacked or bitten any domestic animal or fowl on two or more occasions shall be deemed a vicious animal without necessity for hearing by the board of review. This decision may, however, be appealed to the board of review, by presenting a written notice of appeal to the administrative authority within ten (10) days after receiving written notice of said decision. If the decision of the board of review is appealed to the District Court of Iowa, an appeal bond in an amount set forth in the current schedule of fees shall be paid to and held by the animal shelter pending the outcome of the appeal.
- C. The administrative authority, in his or her discretion or upon receipt of a complaint alleging that a particular animal is a vicious animal may, when said animal does not meet the criteria set out in paragraph B of this section, initiate proceedings to declare such animal a vicious animal as defined herein. Said proceeding shall be conducted by the board of review. The person, firm, or corporation owning, keeping, sheltering, or harboring the animal in question shall be given not less than twenty-four (24) hours written notice of the time and place of said hearing. Said notice shall set forth the description of the animal in question, and the basis for the allegation of viciousness, and shall also indicate that if the animal is determined to be vicious, the owner shall have three days to have the animal destroyed and present proof thereof. The notice shall be served upon any adult residing at the premises where the animal is located, or may be posted on the premises if no adult is present to accept service.
- D. If an animal meets the criteria set forth in paragraph B above or, if after hearing, the board determines that an animal is vicious, the administrative authority shall order the person, firm, or corporation owning, sheltering, harboring or keeping the animal to cause it to be destroyed in a humane manner. The order shall immediately be served upon the individual or entity against whom issued in the same manner as the notice of hearing. If the order is not complied with within three days of its issuance, the administrative authority shall cause the animal to be destroyed.
- E. Failure to comply with an order issued pursuant hereto shall constitute a misdemeanor and shall be subject to the penalty provisions of CLCC, Chapter 8.

- F. Every order issued pursuant to the provisions of this section shall include a copy of this ordinance.
- G. Any animal found at large which displays vicious tendencies may be processed as a vicious animal pursuant to the foregoing, unless the animal is so vicious that it cannot safely be apprehended, in which case the administrative authority shall immediately destroy it, or unless its ownership is not ascertainable, in which case the administrative authority shall destroy it after three days impoundment.
- H. Any animal which is alleged to be vicious and which is under impoundment or quarantine at the animal shelter or a veterinary facility shall not be released to the owner, but shall continue to be held at the expense of the owner pending the outcome of the hearing.
- I. All costs of such impoundment or quarantine shall be paid by the owner, regardless of whether or not the animal is determined to be vicious.

85.128 Seizure/Destruction Of Animal

Upon declaration of a vicious animal, the owner shall immediately surrender the animal to the animal control division of community development. If the owner refuses to surrender said animal, animal control officers and/or police officers are authorized to seize said animal.

A vicious animal shall be placed in quarantine by the animal control division of community development for a period of ten (10) calendar days. Said quarantine may be at the animal shelter, a veterinarian's office, or other place approved by the administrative authority.

Upon completion of the ten-day quarantine, the administrative authority may order the destruction of said animal.

85.130 Exceptions: Guard Dogs

The prohibition contained herein shall not apply to the keeping of guard dogs. However, guard dogs must be kept within a structure or a fenced enclosure at all times, and any guard dog found at large may be processed as a vicious animal. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "guard dog," "vicious dog," or words of similar import, and the owner of such premises shall inform the department of health that a guard dog is on duty at the premises.

85.132 Administrative Appeal Procedure

The following process shall apply to the appeal of any actions or declarations of the community development or his/her designee pursuant to this chapter.

Appeal. Any individual or entity desiring to appeal an order issued by the director of community development to the board of review may do so by filing a written notice of

appeal with the “Animal Control Officer” within ten (10) days after notification of the director's order. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the “Animal Control Officer”.

- A. Within ten (10) days of receiving the written notice of appeal, the administrative authority shall set the date for the hearing of the appeal. Said hearing shall be not less than five days nor more than thirty-six (36) days from the date that the hearing date is set.
- B. Notice of the hearing may be personally served on the owner, a duly designated representative, the owner's attorney, or an adult member of the owner's household. Notice may also be served by first-class U.S. mail to the address listed on the notice of appeal at least five days prior to the hearing date.
- C. The hearing on appeal shall be open to the public and conducted informally. The rules of evidence shall not strictly apply.
- D. The city may be represented before the board by the city attorney's office or the “Animal Control Officer”. The owner may represent him or herself or may be represented by an attorney.
- E. The city shall have the burden to prove by a preponderance of the evidence that the action of the administrative authority or his or her designee should be affirmed.
- F. Each party will be given the opportunity to present their side of the matter, including the presentation of witnesses and exhibits. Any exhibits given to the board members to examine shall become part of the permanent record and will not be returned to the party submitting the same. At the conclusion of the parties' presentations, the board may make a determination or may take the matter under advisement. Ultimately, the board of review, by majority vote of those present and voting, may affirm, modify or reverse the determination of the administrative authority.
- G. The proceedings before the board shall be recorded by one of the following methods: Electronic audio or video recording, certified court reporter, or extensive notes of the testimony kept by a person designated by the board.
- H. The decision of the board shall be deemed final upon the announcement of the vote of the board at an open meeting of the board. The decision does not have to be reduced to writing, but shall be noted in the minutes of the board's meeting. If the order is reduced to writing, it shall still be deemed to have been the final order of the board at the time of announcement.
- I. The final decision of the board may be appealed in the district court of Iowa in accordance with the provisions of the Iowa Administrative Code. If such an appeal is undertaken, and the animal is being held in the custody of the city, then an appeal bond in the amount set forth in the current schedule of fees shall be paid

to and held by the Carter Lake animal control division pending the outcome of the appeal.

- J. Upon finalization of the appeal, the animal control division shall utilize the appeal bond to pay the animal shelter for costs associated with boarding and care of the animal(s) in question. Remaining funds, if any, shall be returned to the owner. The owner shall be responsible for all remaining fees and costs associated with board and keep that is in excess of the amount of the appeal bond.

85.140 General Prohibitions And Duties

- A. No person shall aid or cause any animal, whether owned by such person or not, to escape confinement or impoundment, whether such confinement or impoundment be upon such persons' property or that of another, by opening any gate, door, or window, by making an opening in any fence, enclosure, or structure, or by unleashing such animal.
- B. It shall be the duty of every person owning or having the custody or control of an animal to clean up, remove, and dispose of the feces deposited by such animal upon public property, park property, public right-of-way, or the property of another, as provided in paragraph I of this section. Failure to do so shall constitute a misdemeanor.
- C. It shall be the duty of every person owning or having the custody or control of an animal to physically restrain the animal within an enclosure or upon a leash when such animal is left unattended outside. The animal must be restrained so as to prevent the animal from leaving the premises of its owner or from coming in contact with public right-of-way or the property of another. Failure to restrain an animal pursuant to the foregoing shall constitute a misdemeanor.
 - 1. The use of underground electric fencing systems shall satisfy physical restraint so long as the owner is present with his/her dog and assures:
 - a. The underground electric fence system is in working order;
 - b. The dog is trained in accordance with the fencing system;
 - c. The dog is wearing a functional fence collar;
 - d. The property is clearly and prominently marked indicating the existence of the underground electronic fencing system with a minimum of two signs on each side of the property to which the fence is applied.
 - 2. The underground electronic fencing system shall not allow the dog to progress beyond a line parallel to the front of the residential structure. Residential structures on corner lots shall not allow the dog to progress

beyond a line parallel to both the front and the side (street side) of the residential structure.

3. Any dog found to be at-large while being restrained by underground electronic fencing shall no longer be allowed to be restrained in such manner.
 4. Underground electronic fencing is prohibited for:
 - a. Dogs deemed to be dangerous.
 - b. Dogs deemed to be a "pit bull."
- D. No person owning or having an animal under his or her control or within his or her care or custody, shall permit such animal to create a noise disturbance as defined in the City Code of Cater Lake," or to bark or make any loud or unusual noises during times which such owner knows or should expect that such noise will disturb one or more neighbors, or otherwise disturb the peace. Kennels, veterinary clinics, animal hospitals, and animal shelters located within properly zoned areas shall be eligible for a variance from this requirement.
- E. It shall be prohibited for any person in any manner to interfere with any employee or designated representative of the city, so as to hinder, delay, or prevent his or her executing his or her duties in relation to the matters and things contained in this chapter.
- F. It is unlawful for any person owning, controlling, or caring for any animal that has died from any cause to allow the carcass to lie about the owner's premises or upon the premises of another person or upon any public property or right-of-way. It shall be the duty of such person to cause such carcass to be removed and properly disposed of by burying it in an approved animal cemetery, cremating in an approved incinerator, desiccation, removal by a licensed animal disposal company, or by delivering to a licensed veterinarian, or the city animal shelter, within twenty-four (24) hours after the death of the animal. It is unlawful for any person to bury an animal on private premises within the city, or for the owner of any property to allow an animal to be buried thereon, except in time of emergency as declared by the Board of Review when such action is necessary to protect the public health. The owner, possessor and all persons having knowledge of any dead animal in the city shall report the same to the department of public health, giving the name of the person who owned or had possession or control of the animal prior to its death, and the place where the animal may be found. The administrative authority shall immediately notify the person who owned or had possession and control of such animal to cause the same to be removed and properly disposed of as herein provided.
- G. Regardless of the provisions of paragraph F of this section, it shall be unlawful for any owner or other person to dispose of any dead animal or allow it to be collected

for disposal by any person except authorized representatives of the city if such animal has attacked, bitten, or caused a skin abrasion on any person, or if the animal is suspected of being infected with rabies, until permission for disposal has been given by the administrative authority or his or her designee.

- H. It is unlawful for any person owning, controlling or caring for any animal to fail to keep in a clean and sanitary condition the premises and any pen, kennel, shelter, house or the person's dwelling or other structure where the animal is at any time kept. At least once every twenty-four (24) hours or more often if odors or health problems arise, such person shall pick up any and all feces so as to prevent its accumulation and same shall be properly disposed of. Feces shall be held in watertight and fly-tight containers pending disposal and shall be disposed of at least once weekly. Feces shall be disposed of by depositing same in a proper receptacle for disposal as solid waste by a licensed private refuse hauler. The animal and place where the animal is maintained shall also be kept free of obnoxious odors and shall be maintained so as not to attract or permit the harborage or breeding of flies and other insects or rodents or other vermin. All animal food and water shall be stored and placed for the animal's consumption in such a manner so that it will not become food for rodents and other vermin.
- I. It is unlawful for any owner or other person to abandon, turn loose, or leave any animal within the corporate limits of the city or so that the animal may find its way into the corporate limits of the city, or to abandon or leave any animal upon or in any premises unattended for a period in excess of twenty-four (24) hours.
- J. It is unlawful for any person to willfully allow animals to bite, fight, purposely scare or attack other animals or humans.
- K. No person driving a motor vehicle shall transport any animal in the back of the vehicle in a space intended for any load, including, but not limited to, the cargo bed of a truck or the trunk of an automobile, except an animal may be transported in the cargo bed of a truck if the space is enclosed, or the vehicle has installed means of preventing the animal from being discharged, or the animal is cross tethered to the vehicle, or is protected by a secured container or cage, in a manner which will prevent the animal from being thrown, falling, or jumping from the vehicle. This section shall not apply to the transportation of livestock.

85.150 Fees

- A. In the event that an animal is observed at large but cannot be captured for impoundment, or in the event its owner refuses to relinquish possession of such animal for impoundment, an enforcement/impoundment fee ticket may be issued to its owner requiring the payment of a fee for the city's cost in attempting to impound the animal and enforce the provisions of this chapter.

- B. In the event that an animal required to be licensed is not licensed, or does not display the license tag enforcement/impoundment ticket may be issued to its owner requiring the payment of a fee for the city's cost in enforcing said provisions.
- C. In the event that an animal required to be vaccinated for rabies is not vaccinated as required, or does not display a rabies vaccination tab, an enforcement/impoundment fee ticket may be issued to its owner requiring the payment of a fee for the city's cost in enforcing said provisions.
- D. In the event the owner of an animal has been served a ticket for the payment of the enforcement/impoundment fee and fails to pay the required amount due to the city treasurer within thirty (30) days of the date of issuance of the ticket, the amount of the enforcement/impoundment fee shall double from its original amount, and the individual who issued the enforcement/impoundment fee ticket shall cause a criminal complaint to be filed in the Iowa District Court for a violation of the appropriate section of this chapter. For purposes of this paragraph, an enforcement/impoundment fee ticket may be served by either delivering the ticket personally to the owner, or posting the ticket at the residence of the owner.
- E. The enforcement/impoundment fees shall be as provided in the current schedule of fees adopted by the city council.
- F. The fee for boarding and keeping any animal, for removing a dead animal from any premises, for disposing of a dead animal, for humanely destroying an animal, for taking custody of unwanted animals, for trap rental, or for pest control shall be as provided in the current schedule of fees adopted by the city council.

CHAPTER 87 Pit Bulls Prohibited – PROPOSE CHANGES TO BE CONSIDERED

- A. It shall be unlawful for any person to own, possess, keep, exercise control over, maintain, harbor, transport, or sell with the City of Carter Lake, Iowa, any pit bull.
- B. Definitions. For purposes of this section:

Owner: Any person who owns, possesses, keeps, exercises control over, maintains, harbors, transports or sells an animal.

Pit bull: Any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits or any one or more of the above Breeds (more so than any other breed), or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. The A.K.C. and U.K.C. standards for the above breeds are on file in the office of the administrative authority.

Muzzled: The jaws of the pit bull are confined by a device that prevents the pit bull from biting.

Secure temporary enclosure: An enclosure used for the purposes of transporting a pit bull and which includes a top and bottom permanently attached to the sides except for a "door" for removal of the pit bull. Such enclosure must be constructed so that the pit bull cannot exit the enclosure on its own.

C. Exceptions. Failure by the owner to comply and remain in compliance with any of the terms of any applicable exception shall subject the pit bull to immediate impoundment and disposal pursuant to paragraph E of this section, and shall operate to prevent the owner from asserting such exception as a defense in any prosecution under paragraph A.

- 1 The owner of a pit bull currently licensed as of the date of publication of the ordinance codified in this section and who maintains the pit bull at all times in compliance with the requirements of paragraph D of this section and all other applicable requirements of this chapter, may keep a pit bull within the city.

- 2 The city animal shelter may temporarily harbor and transport any pit bull for purposes of enforcing the provisions of this chapter.

- 3 A licensed veterinarian may temporarily harbor any pit bull for the purpose of care and treatment of the animal.

- 4 A person may temporarily transport into and hold in the city a pit bull only for the purpose of showing such pit bull in a place of public exhibition, contest or show sponsored by a dog club association or similar organization. However, the sponsor of the exhibition, contest, or show must receive written permission from the administrative authority, must obtain any other permits or licenses required by city ordinance, and must provide protective measures adequate to prevent pit bulls from escaping or injuring the public at least seven days prior to said exhibition, contest or show. The person who transports and holds a pit bull for showing shall, at all times when the pit bull is being transported within the city to and from the place of exhibition, contest, or show, keep the pit bull confined in a "secure temporary enclosure" as defined in paragraph B,4.

D. The owner of any pit bull, currently licensed as of the date of publication of the ordinance codified in this section, shall be allowed to keep such pit bull within the city only if the owner complies with and provides sufficient evidence that the owner is in compliance with all of the following regulations:

- 1 The owner of the pit bull shall keep current the license for such pit bull through annual renewal. Such license is not transferable and shall be renewable only by the holder of the license or by a member of the

immediate family of such licensee who is at least eighteen (18) years of age.

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

3 The owner shall present to the administrative authority proof that the owner has procured liability insurance in the amount of at least one hundred thousand dollars (\$100,000.00), covering any damage or injury that may be caused by a pit bull during the duration of its license. The policy shall contain a provision requiring the insurance company to provide written notice to the administrative authority not less than fifteen (15) days prior to any cancellation, termination or expiration of the policy.

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

5 The owner shall bring the pit bull to the Carter Lake Animal Shelter, where a person authorized by the administrative authority shall cause an identifying microchip to be inserted beneath the skin of the pit bull. The administrative authority shall maintain a file containing the registration numbers and names of the pit bulls and the names and addresses of the owners. The owner shall notify the administrative authority of any change of address.

6 At all times when a pit bull is at the property of the owner, the owner shall keep the pit bull "confined" as that term is defined in these Ordinances. At all times when a pit bull is away from the property of the owner the owner shall keep the pit bull, either securely leashed with a leash of a fixed length no longer than four feet, and muzzled, or in a "secure temporary enclosure," as that term is defined in paragraph B,4 of this section.

7 The owner shall not sell or otherwise transfer the pit bull to any person except a member of the owner's immediate family who is at least eighteen (18) years of age, who will then become the owner and will be subject to all of the provisions of this section. The owner shall notify the administrative authority within five days in the event that the pit bull is lost, stolen, dies, or has a litter. In the event of a litter, the owner must deliver the puppies to the animal shelter for destruction or permanently remove the puppies from Carter Lake and provide sufficient evidence of such removal by the time the puppies are weaned, but in no event shall the owner be allowed to keep in Carter Lake a pit bull puppy born after the date of publication of the ordinance codified in this section, that is more than eight weeks old. Any pit bull puppies kept contrary to the provisions of this section are subject to immediate impoundment and disposal pursuant to paragraph E of this section.

8 The owner shall have posted at each possible entrance to the owner's property where the pit bull is kept, a conspicuous and clearly legible pit bull sign. Such pit bull sign must be at least eight inches by ten (10) inches in rectangular dimensions and shall contain only the words "PIT BULL DOG" in lettering not less than two inches in height.

E. Notwithstanding any provisions to the contrary, the administrative authority is authorized to immediately impound any pit bull found in the city of Carter Lake which does not fall within the exceptions listed in paragraph C above, and the animal shelter may house or dispose of such pit bull in such manner as the administrative authority may deem appropriate, except as the procedures in paragraph F below otherwise require.

F. When the administrative authority has impounded any pit bull dog pursuant to this section, and the owner of such dog disputes the classification of such dog as a pit bull, the owner of such dog may file a written petition with the administrative authority for a hearing concerning such classification no later than seven days after impoundment. Such petition shall include the name and address, including mailing address, of the petitioner. The administrative authority will then issue a notice of hearing date by mailing a copy to the petitioner's address no later than ten (10) days prior to the date of the hearing. When no written request from the owner for a hearing is received by the administrative authority within seven days of impoundment, the pit bull shall be humanely destroyed.

The hearing, if any, will be held before the administrative authority or a hearing officer designated by the administrative authority. The appellant-owner of such dog shall bear the burden of proof. Any facts that the petitioner wishes to be considered shall be submitted under oath or affirmation, either in writing or orally at the hearing. The administrative authority or hearing officer shall make a final determination whether the dog is a pit bull as defined in paragraph B.2 of this section. Such final determination shall be considered a final order of the administrative authority subject to review as provided in these Ordinances.

If the dog is found to be a pit bull, it shall be humanely destroyed, unless the owner produces evidence deemed sufficient by the administrative authority that the pit bull is to be permanently taken out of Carter Lake, and the owner pays the cost of impoundment. If the dog is found not to be a pit bull, the dog shall be released to the owner.

The procedures in this paragraph shall not apply, and the owner is not entitled to such a hearing with respect to any dog that was impounded as the immediate result of an attack or bite. In those instances, the dog shall be handled, and the procedures governed by the provisions of these Ordinances.

OVERTIME AND COMPTIME REPORT

August 5, 2022

MAINTENANCE OVERTIME

		<u>HOURS</u>	<u>AMOUNTS</u>
STEPHEN LIFE			
07/30/22		2	54.00
08/02/22		1/4	6.75
		<u>2 1/4</u>	<u>\$ 60.75</u>
RANDY SMITH			
07/26/22	Water break	5 1/4	163.49
07/30/22	Set up barricades	2	62.28
		<u>7 1/4</u>	<u>\$ 225.77</u>
TOTAL MAINT OVERTIME:		9 1/2	\$ 286.52

POLICE OVERTIME

		<u>HOURS</u>	<u>AMOUNTS</u>
NATE BENTZINGER			
07/29/22	Community Days	3	116.64
07/30/22	Parade / Beer Garden	8	311.04
		<u>11</u>	<u>\$ 427.68</u>
GARY CHAMBERS			
07/29/22	Community Days	4	192.72
07/30/22	Community Days / Bike Rodeo	2 1/2	120.45
		<u>6 1/2</u>	<u>\$ 313.17</u>
NICK DARGY			
07/23/22	Early arrest	1/4	9.72
07/29/22	Community Days	3	116.64
07/30/22	Community Days	11 1/2	447.12
		<u>14 3/4</u>	<u>\$ 573.48</u>
JACOB HUSCROFT			
07/23/22		1/4	10.47
07/29/22	Community Days	3	125.69
07/30/22	Community Days	6 3/4	282.79
08/01/22	Late call	1/2	20.95
		<u>10 1/2</u>	<u>\$ 439.90</u>
NOAH MEYER			
07/31/22		1	37.74
MATT OWENS			
08/03/22	Training	6 1/2	285.29
7/23 to 8/5	1/2 hr x 3 days / Dog Maintenance	1 1/2	65.84
		<u>8</u>	<u>\$ 351.12</u>
TOTAL POLICE OVERTIME:		51 3/4	\$ 2,143.09

LIBRARY OVERTIME:

		<u>HOURS</u>	<u>AMOUNTS</u>
CHELSEA BOLLUM			
08/05/22		3 1/4	87.75
		<u>3 1/4</u>	<u>\$ 87.75</u>
TOTAL LIBRARY OVERTIME:		3 1/4	\$ 87.75

PARKS DEPT OVERTIME

		<u>HOURS</u>	<u>AMOUNTS</u>
VINCENT ARCULEO			
07/24/22	Field prep	2	45.00
07/30/22	Field prep	2	45.00
07/31/22	Field prep	2 1/4	50.63
		<u>6 1/4</u>	<u>\$ 140.63</u>
CHARLES BENNETT			
07/24/22	Field prep	2	45.00
07/30/22	Field prep	2	45.00
07/31/22	Field prep	2 1/2	56.25
		<u>6 1/2</u>	<u>\$ 146.25</u>
ETHEN CHAMBERS			
07/30/22	Community Days	5 1/4	126.00
RONNIE FISHER			
07/24/22	Field prep	2	77.43
07/30/22	Field prep	2	77.43
07/31/22	Field prep	2 1/4	87.11
		<u>6 1/4</u>	<u>\$ 241.97</u>
TOTAL PARKS OVERTIME:		24 1/4	\$ 654.84

OVERTIME AND COMPTIME REPORT

August 5, 2022

FIRE DEPT OVERTIME:

		<u>HOURS</u>	<u>AMOUNTS</u>
PHILLIP NEWTON			
07/29/22	Late call	1/2	19.66
08/02/22	Late call	3/4	29.49
TOTAL FIRE DEPT OVERTIME:		1 1/4	\$ 49.14

ADMIN OVERTIME:

		<u>HOURS</u>	<u>AMOUNTS</u>
LAURI WILHITE			
08/05/22		1/4	7.32
TOTAL ADMIN OVERTIME:		1/4	\$ 7.32

TOTAL ALL OVERTIME:	90 1/4	\$ 3,228.66
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COMPTIME EARNED:

		<u>OT HOURS</u>	<u>COMP HRS</u>
JOSH DRISCOLL			
07/29/22	Community Days	4	6
07/30/22	Community Days	4	6
		8	12
MATTHEW SEWING			
07/26/22	Late call	1/4	3/8
07/29/22	Community Days	2 1/4	3 3/8
		2 1/2	3 3/4
ADAM SWINARSKI			
07/25/22	Late call	1 3/4	2 3/4
TOTAL COMPTIME EARNED:		12 1/4	18 1/2

COMPTIME USED:

NICK DARGY		
08/03/22		2
JOSH DRISCOLL		
07/24/22		6
RYAN GONSIOR		
07/29/22		1
08/04/22		1
		<hr/> 2
JACOB HUSCROFT		
07/27/22		10
MATT OWENS		
07/26/22		1
07/30/22		1/4
		<hr/> 1 1/4
TOTAL COMPTIME USED:		<hr/> 21 1/4

COMPTIME BALANCES:

NATE BENTZINGER	45
GARY CHAMBERS	5 1/4
NICK DARGY	9
JOSH DRISCOLL	71 1/2
RYAN GONSIOR	74 3/4
JACOB HUSCROFT	39 3/4
ROBERT MCCLOUD	42 1/2
MATT OWENS	19 1/4
MATTHEW SEWING	6 3/4
ADAM SWINARSKI	4
LAURI WILHITE	4 1/2
TOTAL COMP BALANCES:	322 1/4

OVERTIME AND COMPTIME REPORT
August 5, 2022

ADMIN BALANCES:

SHAWN KANNEDY

HOURS

0

OVERTIME AND COMPTIME REPORT

August 19, 2022

<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
JACOB HUSCROFT			
08/19/22	STEP	2 1/2	\$ 104.74
MATTHEW SEWING			
08/12/22	Called in early	2	\$ 83.79
TOTAL POLICE OVERTIME:		4 1/2	\$ 188.53
<u>LIBRARY OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
MAGGIE SCHMIDT			
08/19/22		1 1/2	\$ 37.13
TOTAL LIBRARY OVERTIME:		1 1/2	\$ 37.13
<u>PARKS DEPT OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
VINCENT ARCULEO			
08/07/22	Field prep	2	\$ 45.00
CHARLES BENNETT			
08/07/22	Field prep	2	45.00
08/14/22	Field prep	2	45.00
		4	\$ 90.00
ETHEN CHAMBERS			
08/14/22	Field prep	2	\$ 48.00
RONNIE FISHER			
08/07/22	Field prep	2	77.43
08/14/22	Field prep	2	77.43
		4	\$ 154.86
TOTAL PARKS OVERTIME:		12	\$ 337.86
<u>ADMIN OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
LAURI WILHITE			
08/10/22		3/4	21.95
08/17/22		2 1/2	73.16
		3 1/4	\$ 95.11
LISA RUEHLE			
08/10/22		1 1/4	59.55
08/15/22		1	47.64
		2 1/4	\$ 107.19
TOTAL ADMIN OVERTIME:		5 1/2	\$ 202.30
TOTAL ALL OVERTIME:		23 1/2	\$ 765.82

<u>COMPTIME EARNED:</u>		<u>OT HOURS</u>	<u>COMP HRS</u>
GARY CHAMBERS			
08/18/22	Meeting	1 1/4	2
JOSH DRISCOLL			
08/19/22		3/4	1 1/4
RYAN GONSIOR			
08/18/22		1/4	1/2
TOTAL COMPTIME EARNED:		2 1/4	3 3/4

<u>COMPTIME USED:</u>	<u>HOURS</u>
GARY CHAMBERS	
08/14/22	5 1/4
JOSH DRISCOLL	
08/15/22	1 3/4

OVERTIME AND COMPTIME REPORT

August 19, 2022

COMPTIME USED CONT.:

HOURS

RYAN GONSIOR

08/10/22

08/14/22

3 3/4

1

4 3/4

MATTHEW SEWING

08/10/22

08/18/22

4

1

5

TOTAL COMPTIME USED:

16 3/4

COMPTIME BALANCES:

HOURS

NATE BENTZINGER

45

GARY CHAMBERS

2

NICK DARGY

9

JOSH DRISCOLL

71

RYAN GONSIOR

70 1/2

JACOB HUSCROFT

39 3/4

ROBERT MCCLOUD

42 1/2

MATT OWENS

19 1/4

MATTHEW SEWING

1 3/4

ADAM SWINARSKI

4

LAURI WILHITE

4 1/2

TOTAL COMP BALANCES:

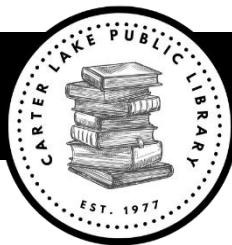
309 1/4

ADMIN BALANCES:

HOURS

SHAWN KANNEDY

0



Library Director's Report September 12th, 2022

September Circulation

WiFi Usage	0
Computer Usage	0
Tech Help	0
New Cards	0
Patron Count	0
Circulation	0
Community Passes	0
Ebooks – Bridges	0
E-Audiobooks-Bridges	0

Revenue

Photocopies	\$ 0
Computer Printouts	\$ 0
FAX	\$ 0
Laminate	\$ 0
Donations	\$ 0

Current Updates:

- Due to ongoing construction and potentially dangerous materials in the library, the library was not open to the public for the month of August. Therefore, there are no real stats to report for the month.
- Meggie Schmidt – Library Specialist – Started on August 2nd, 2022
- Meggie is a great addition. Her knowledge with Apollo our new library system has been extremely helpful.
- To date 124 New Library Cards have been made and 32 have been renewed = 156 total cards.
- New books are coming in regularly
- Finally able to begin purchasing Ebooks
- PS5 Game System - Donation
- Processing several hundred new books and re-labeling about 100 from existing collection



- iPad Donation
- Created weekly and bi-weekly programming for children and adults
- Installed portion of sensory wall
- 2 Early Literacy Stations and 1 After School AWE (Advanced Workstations in Education) are on the floor for use.
- Purchased Annual Disney+ subscription for Movie Mondays (for Monday Mayhem)
- All emails have changed to .org
 - clpldirector@carterlakelibrary.org
 - Librarian1@carterlakelibrary.org
 - libraryspecialist@carterlakelibrary.org
- Community overall response to library changes have been EXTREMELY POSITIVE!
- Keeping up daily with construction (trying, lol!!)



Community Center Director Report

August 2022

Marketing Updates

- Senior Center page updates for new website submitted
- Membership Pricing Sheet – Updated
- September & October Senior Center Calendar – Updated
- Digital survey developed in newsletter (97 submitted to date) - ending September 30. Free memberships to be announced in October Newsletter

Community

- Community Center Q & A session—August 12 (Thank you Vic Skinner and Jackie Wahl for lending support)
- Attended Senior Center Birthday Celebration—August 18 (gave CC passes to all who attended and answered questions/concerns)
- Met with a number of Carter Lake Residents

Community Center Staffing

- Community Center Organizational Chart - approved
- New positions- Job Descriptions - approved and posted (reviewing applicants)
- Established positions have been reformatted and written to meet the needs of the community center

Community Center Policies and Procedures

- Submitted changes to employee handbook
- Scholarship Membership Application
- Scholarship Commitment Form
- SOP for Scholarship process
- Purchase Order Request & SOP developed
- Operations Manual (on-going)

POS

- Hardware Determined

Departmental Meetings

- Senior Center August 4, 18, 25
- Parks & Rec August 1,8,15,29

Senior Center

Statistics -

August-22	Totals
Weekly Activities	
Bingo Monday 12:30 - 2:00 PM	43
Bingo Wednesday 12:30 - 2:00 PM	69
Bingo Friday 12:30 - 2:00 PM	53
Cards Monday 10 AM-11:30 AM	16
Cards Wednesday 10 AM - 11:30 AM	17
Cards Friday 10 AM - 11:30 AM	14
Monthly Activities	
Game Day Thursday 10:00 AM - 11AM	6
Birthday Night Thursday 5:00 - 6:30 PM	26
Bingo Night 5 PM -7:15 PM	19
Crafts Thursday 10:00 AM - 11 AM	4
Site Council 10 AM -11 AM	5
Blood Pressure Monday 10 AM - 11 AM	0
Nutrition handouts distribution	n/a
Monthly Outings	
Top Golf—canceled	0
Daily Meals	
Meals in-house	88
Meals delivered	390
Total	478
Morning pick up (duplicated)	32
Transportation to Doctor's Appointments	8



Carter Lake Iowa Police Department

950 E Locust St, Carter Lake, IA 51510

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

CLPD Monthly Arrest Report

Printed on September 1, 2022

Case Number	Charges	Arrest Date	Last, First Name	Address
CL22-000672	HOLD FOR OTHER IOWA	08/19/22	STILES, JOHN	3510 N 9TH STREET,
CL22-000661	Fugitive From Justice - 1989	08/17/22	ELDRIDGE, KEVIN	1650 E LOCUST ST,
CL22-000660	Disorderly Conduct - Loud Raucous	08/16/22	ANYUON, AGAR	1116 E LOCUST ST,
CL22-000660	Interfere w/ Official Acts, \$0	08/16/22	THICHUONG,	1116 LOCUST ST,
CL22-000660	Assault -- Contact Insulting or	08/16/22	MAMER, SARAH	1116 E LOCUST ST,
CL22-000659	Poss/Purch Alcohol by Person	08/15/22	ASHLEY, BRANDON	900 BLOCK LOCUST
CL22-000659	Persons Ineligible to Carry	08/15/22	REED, MADELINE	900 BLOCK LOCUST
CL22-000649	GENERAL PURPOSE REPORT	08/10/22	LIEKHUS, DAKOTA	109 E LOCUST ST,
CL22-000698	Trespass -- Refuse to Vacate, \$0	08/29/22	KRAFT, MICHAEL	1201 AVE H, CARTER
CL22-000694	Assault Causing Bod Inj or Ment	08/27/22	KURTZ, MARK	10 MARINA COURT,
CL22-000681	Possession Of A Controlled	08/22/22	SHERROD, JAVON	9TH AND LOCUST ST,
CL22-000677	Fail to Illuminate Rear Plate;	08/20/22	MANTZARIS, TAYLOR	9TH AND LOCUST ST,
CL22-000677	GENERAL PURPOSE REPORT	08/20/22	LOPEZ, ZACHARY	9TH AND LOCUST
CL22-000675	Public Intoxication -- 1st Off	08/20/22	NORTHBIRD, COREY	3000 AIRPORT RD,

Case Number	Charges	Arrest Date	Last, First Name	Address
CL22-000693	DRIVING WHILE BARRED -	08/27/22	YONKIE, LEAH	
CL22-000644	Possession Of A Controlled	08/08/22	SPENCER, JAMIE	
CL22-000671	Possession Of A Controlled	08/18/22	VALTERRIA, ANDRES	5TH AND LOCUST,
CL22-000703	Trespass -- Refuse to Vacate, \$0	08/30/22	LAWRIE, JAMES	1650 E LOCUST ST,
CL22-000702	Public Intoxication -- 1st Off	08/29/22	MCELVEEN, LERON	2510 ABBOTT PLZ,
CL22-000674	Intent to Manuf/Deliver Other Sch	08/19/22	CLARK, BRENDAN	13TH AND LINDWOOD
CL22-000639	Public Intoxication -- 1st Off	08/04/22	MCELVEEN, LERON	1202 E LOCUST ST,
CL22-000638	Domestic Abuse Assault, 3rd or	08/03/22	BENNETT, SARAH	3000 N 13TH STREET,
CL22-000632	Violation Of No Contact/Protective	08/02/22	KESSLER, DANIEL	1101 AVENUE H STE H,
CL22-000682	Public Intoxication -- 1st Off;	08/22/22	CHRISTIANSEN, VAN	2449 N 13TH ST,
CL22-000630	PCSO WARRANT	08/01/22	FRESE, DYLAN	3000 AIRPORT RD,

Total Records: 25



Carter Lake Iowa Police Department

950 E Locust St, Carter Lake, IA 51510

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

CFS Monthly Report

Printed on September 1, 2022

Codes With Descriptions

	Totals	
911 - 911 HANGUP CALL	4	4
ABUSE - ABUSE OR NEGLECT	1	1
ADMIN - ADMINISTRATIVE ASSIGNMENT	5	5
ALAB - BUSINESS ALARM	8	8
ANIMAL - ANIMAL COMPLAINT	7	7
ANIMAL - ANIMAL COMPLAINT; E3 - ANIMAL BITES/ATTACKS	1	1
APANIC - HOLD UP, PANIC, DURESS, SILENT ALARM	1	1
ARMED - ARMED SUBJECT	1	1
ASLE - ASSIST LAW ENFORCEMENT	1	1
ASSA - ASSAULT	3	3
ASSA - ASSAULT; E4 - ASSAULT/SEXUAL ASSAULT/STUN GUN	1	1
BDC - BROADCAST	1	1
BURG - BURGLARY	4	4
CIVIL - CIVIL PAPERS, CIVIL SITUATION, KEEP THE PEACE	2	2
CLOC - CHECK LOCATION	43	43
COMPLAINT - COMPLAINT REPORT	5	5
CRIM - CRIMINAL MISCHIEF OR VANDALISM	5	5
CRIM - CRIMINAL MISCHIEF OR VANDALISM; EMED - MEDICAL EMERGENCY	1	1
CWEL - CHECK THE WELFARE	15	15
DISTBAR - DISTURBANCE AT A BAR	1	1
DIST - DISTURBANCE	21	21
EMED - MEDICAL EMERGENCY	1	1
EXPO - INDECENT EXPOSURE	1	1
FAFDS - AUTOMATIC FIRE DETECTION SIGNAL; ASFD - ASSIST FIRE DEPARTMENT	1	1
FELEV - SUBJECT TRAPPED IN ELEVATOR	1	1
FNGAS - NATURAL GAS LEAK	1	1
FOLL - FOLLOW UP	22	22
FOUND - FOUND PROPERTY	4	4
FRES - RESIDENTIAL FIRE; ASFD - ASSIST FIRE DEPARTMENT	1	1
FWKS - FIREWORKS	1	1
HARR - HARASSMENT	1	1
INTO - INTOXICATED SUBJECT	3	3
JUV - JUVENILE PROBLEMS	2	2
MOTA - MOTORIST ASSIST	4	4
MPERSON - MISSING PERSON	1	1
NEIG - NEIGHBORHOOD PROBLEMS	4	4
NOIS - NOISE COMPLAINTS	1	1
OPEN - OPEN DOOR	1	1
PARKING - PARKING PROBLEMS, CONTINUOUSLY PARKED VEHICLE	7	7

Codes With Descriptions**Totals**

PD - PROPERTY DAMAGE ACCIDENT	3	3
PROWLER - PROWLER	1	1
REST - PROTECTIVE OR RESTRAINING ORDER VIOLATION	4	4
STNV - STOLEN VEHICLE	6	6
SUSP - SUSPICIOUS ACTIVITY	28	28
SUSP - SUSPICIOUS ACTIVITY; E32 - UNKNOWN PROBLEM (PERSON DOWN)	1	1
THEFT - THEFT	8	8
THREAT - THREATS	2	2
TRAFFIC - TRAFFIC STOP	161	161
TRAFP - TRAFFIC PROBLEM	2	2
TRESPASS - TRESPASSING	21	21
WANTED - WANTED PERSON	3	3
	1	1
Totals	429	429