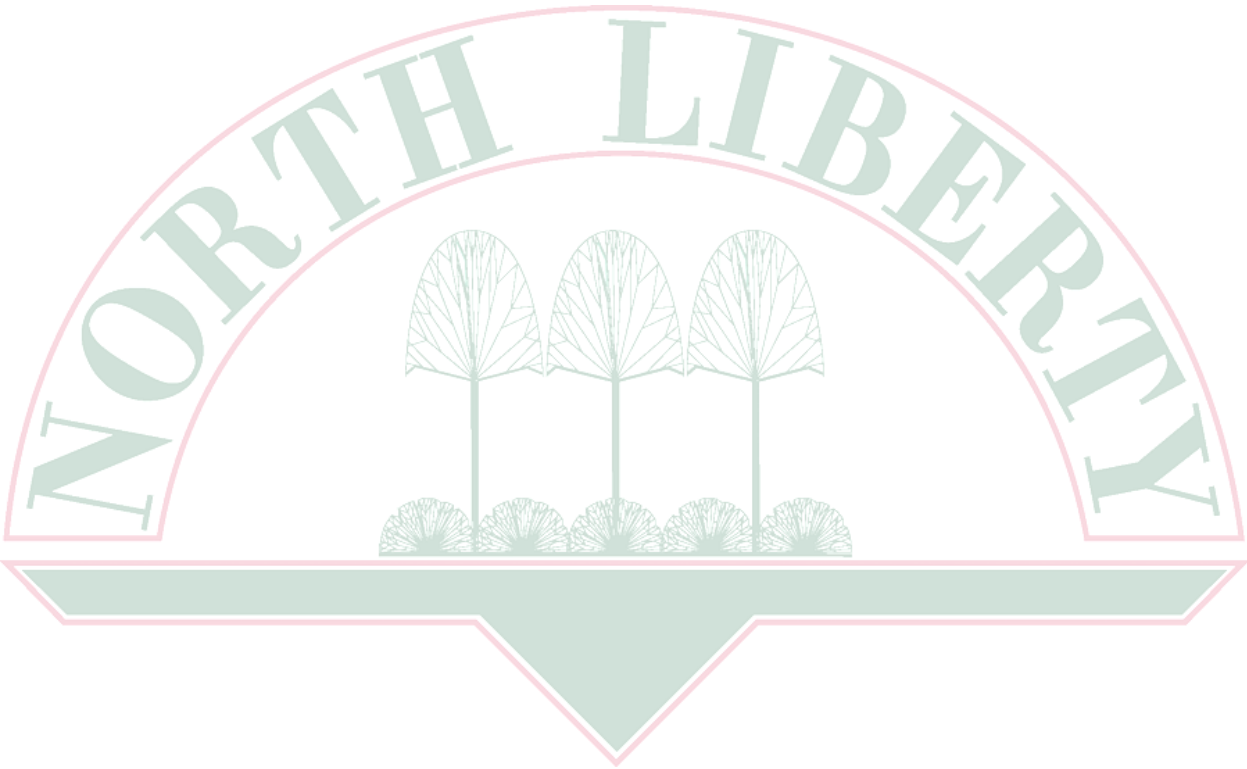




North Liberty City Council
Regular Session
March 26, 2019

City Administrator Memo





City Council Memo

for March 26, 2019

from the desk of Ryan C. Heiar

Meetings & Events

Tuesday, Mar 26 at 6:30p.m.
City Council

Monday, Apr 1 at 6:00p.m.
Communications Commission

Tuesday, Apr 2 at 6:30p.m.
Planning Commission

Thursday, Apr 4 at 7:00p.m.
Parks & Recreation
Commission

Tuesday, Apr 9 at 6:30p.m.
City Council

Oath of Office: Raquishia Harrington

Assistant City Administrator/City Clerk Tracey Mulcahey will administer the Oath of Office to newly elected Councilor, Ms. Raquishia Harrington. Once the Oath of Office is administered and executed, Ms. Harrington will be a voting member of the City Council.

Consent Agenda

The following items are on the consent agenda and included in the packet:

- City Council Minutes (03/12/19)
- Claims
- February Revenues
- February Treasurer Report
- Liquor License Renewals
 - Blue Bird Café
 - Quail Creek Golf Course
 - Adelita's

Collective Bargaining Agreement

The proposed FY 20 – FY 23 collective bargaining agreement includes several changes from the previous three-year agreement. The most significant changes in the new agreement include:

- *Elimination of union dues deduction (this is now required by state law);*
- *Limiting use of compensatory time and requiring officers to be paid for holidays worked instead of allowing them to bank compensatory time. This allows the Chief to schedule more effectively;*
- *Amended language to clarify that officers must work the day before and day after a holiday in order to receive holiday pay. Current language states that officers must report to work, but does not state that they must work the entire shift;*
- *Providing officers a one-time work boot allowance of up to \$150 over the course of the contract.*

Ryan C. Heiar, City Administrator

rheiar@northlibertyiowa.org • office (319) 626-5700 • fax (319) 626-3288 • cell (319) 541-8404

Proposed wages are identical to the previous agreement and include a 2.75% increase in FY20, 3% in FY21 and 2.75% in FY22. The union has ratified and staff recommends approval of this agreement.

Sanitary Sewer Upgrades Bid Package #3: Public Hearing & Plans and Specifications

This project will increase the sanitary sewer capacity along Cherry Street, east of Ranshaw Way, by installing an additional sewer line adjacent to the existing line. This is the final piece of a much larger capacity improvement project that was recommended by Fox Engineering in a 2011 study of the collection system. One more easement is needed in order for this project to proceed and a condemnation hearing is scheduled for April 6. Staff recommends approval of the plans and specifications for this project.

Fence Ordinance Amendment, 2nd Reading

This proposal, recommended by staff and the Planning Commission, prohibits the use of barbed wire and electric fences in North Liberty except for limited agricultural applications. Staff has been operating under the mistaken assumption that barbed wire and electric fences were already prohibited, but recent closer examination of the code shows that it is currently allowed in commercial and industrial districts. Staff recommends approval of the 2nd reading.

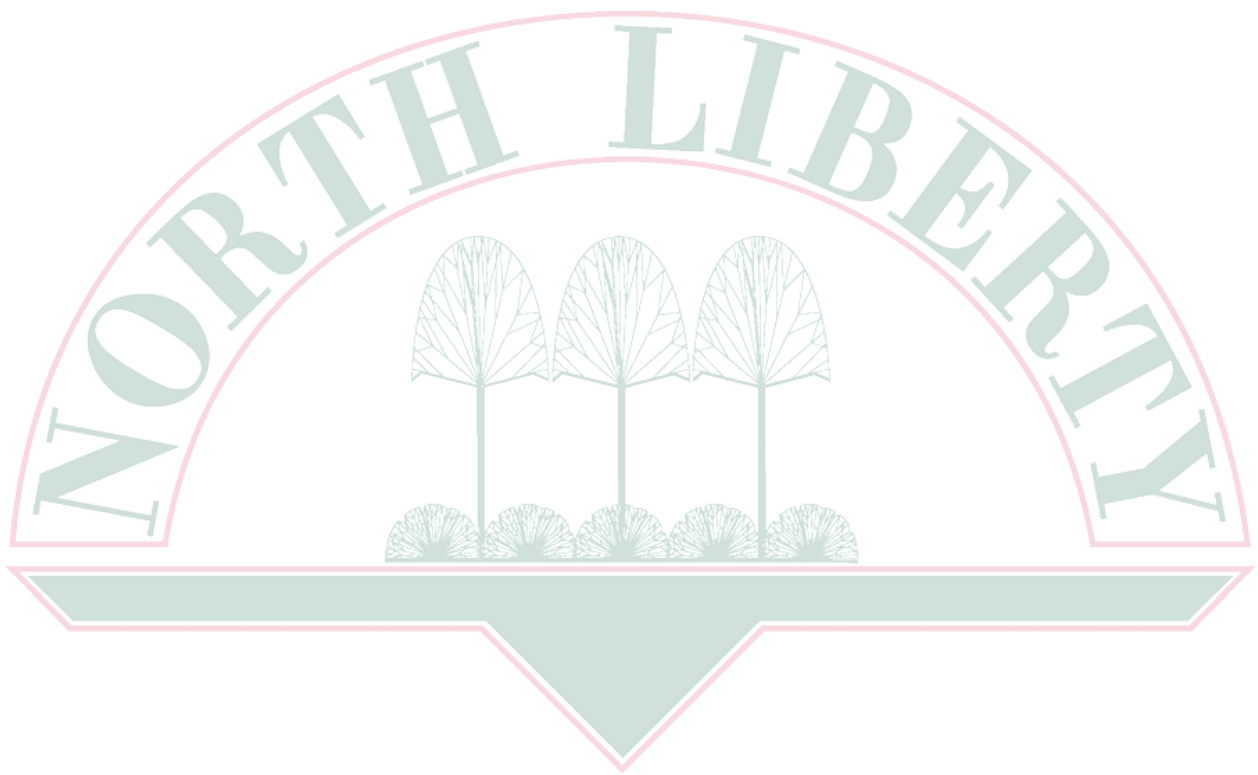
Open Burning Ordinance Amendment, 1st Reading

The Fire Chief is proposing a few alterations to the open burning ordinance, specifically to the prairie burn provisions, with the objective to provide a more usable tool to manage native prairie grass burning. Most notably, the posting and notification rules have been removed from this ordinance, allowing the Fire Department to manage this process via rules and regulations outside of the ordinance. This allows for flexibility to use ever-changing social media platforms and other technologies in lieu of a mailing to ensure that the public is informed of a potential burn. These rules will be established with guidance from the Communications Department to ensure a consistent message and approach. Using this management approach for prairie burns is more contemporary and allows the Department to be nimble by making timely adjustments as needed.

Section 105.5(7), Extinguishment Authority, has been updated to remove the reference to nuisances. The Fire Department will follow and administer the Fire Code when investigating an open burn incident and will not make nuisance determinations, which is current practice. Nuisances are handled through a different code section and enforced by the Building and Police Departments.

Staff recommends approval of the first reading of this ordinance. Additionally, staff will be requesting Council to condense the second and third readings of this ordinance at the April 9 Council meeting so that these updates can be ready for implementation this spring.

Agenda





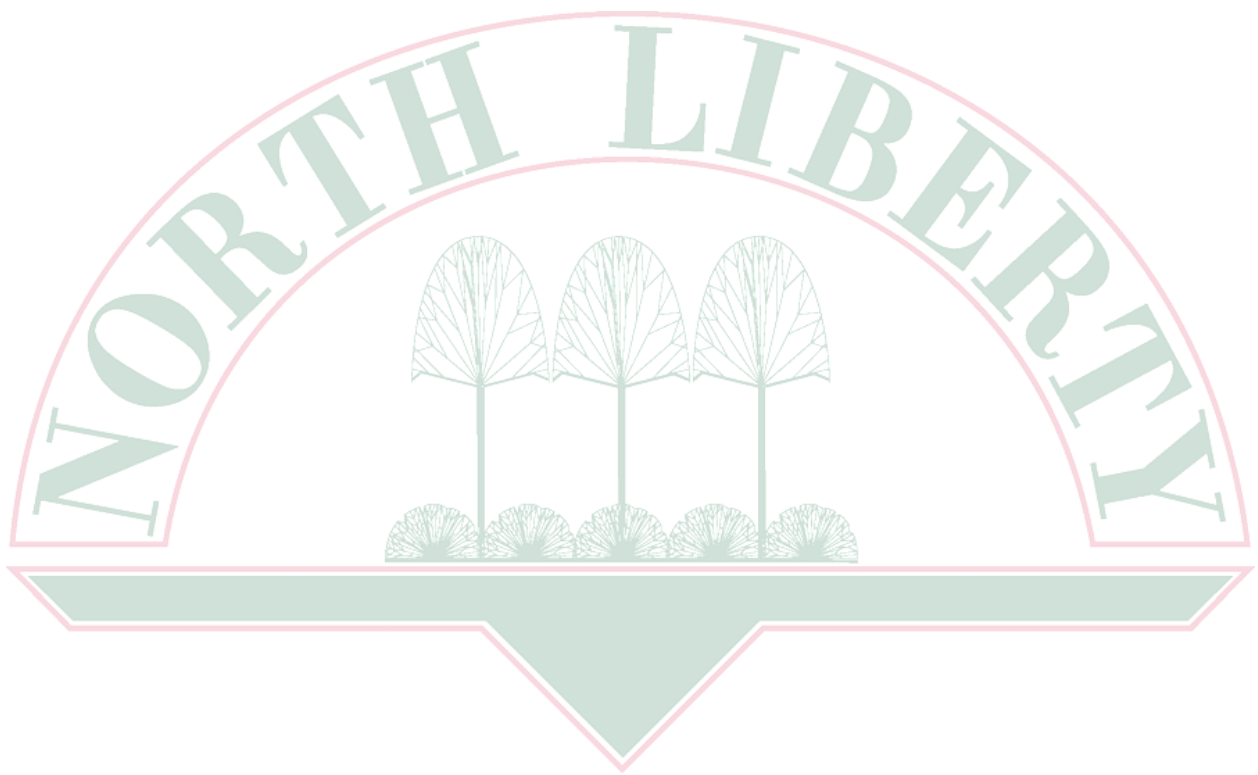
Agenda

North Liberty City Council
March 26, 2019
Regular Session
6:30 p.m.
City Council Chambers
1 Quail Creek Circle

1. Swearing in of Raquishia Harrington to the City Council
2. Call to order
3. Roll call
4. Approval of the Agenda
5. Consent Agenda
 - A. City Council Minutes, Regular Session, March 12, 2019
 - B. Claims
 - C. February Revenues
 - D. February Treasurer Report
 - E. Liquor License Renewal, Blue Bird Café
 - F. Liquor License Renewal, Quail Creek Golf Course
 - G. Liquor License Renewal, Adelita's
6. Public Comment
7. City Planner Report
8. City Engineer Report
9. Assistant City Administrator Report
10. City Administrator Report
11. Mayor Report
 - A. Proclamation – Child Abuse Prevention Month

12. Collective Bargaining Agreement
 - A. Resolution Number 2019-42, A Resolution approving the Collective Bargaining Agreement between the City of North Liberty and Public Professional and Maintenance Employees Local 2003 for the period of July 1, 2019 through June 30, 2021
13. Sanitary Sewer Upgrades Bid Package #3
 - A. Public hearing regarding plans, specifications for the Sanitary Sewer Upgrades Bid Package #3
 - B. Resolution Number 2019-43, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Sanitary Sewer Upgrades Bid Package #3 Project
14. Fence Ordinance Amendment
 - A. Second consideration of Ordinance 2019-04, An Ordinance amending Chapter 169, Zoning Code Development Regulations of the North Liberty Code of Ordinances to revise regulations on barbed wire and electric fences
15. Open Burning Ordinance Amendment
 - A. Public Hearing regarding proposed amendments to the Open Burning Restrictions
 - B. First consideration of Ordinance Number 2019-05, An Ordinance amending Chapter 105, Solid Waste Control of the North Liberty Code of Ordinances to revise regulations on open burning restrictions
16. Old Business
17. New Business
18. Adjournment

Consent Agenda





Minutes (Not official until approved by the City Council)

North Liberty City Council
March 12, 2019
Regular Session
City Council Chambers
1 Quail Creek Circle

Call to order

Mayor Pro Tem Chris Hoffman called the March 12, 2019 Regular Session of the North Liberty City Council to order at 6:34 p.m. Councilors present: Jennifer Goings, Chris Hoffman, Sarah Madsen; absent: Councilor Annie Pollock and Mayor Terry Donahue.

Others present: Ryan Heiar, Tracey Mulcahey, Dean Wheatley, Joel Miller, Grant Lientz, Brian Platz, Duane Musser and other interested parties.

Approval of the Agenda

Goings moved, Madsen seconded to approve the agenda. The vote was all ayes. Agenda approved.

Consent Agenda

Madsen moved, Goings seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on February 26, 2019 and the attached list of Claims. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Planner Report

City Planner Dean Wheatley reported he is working with three UI student groups on three different projects with results coming at the end of the semester.

Assistant City Administrator Report

Assistant City Administrator Tracey Mulcahey reported that she is reviewing audit proposals and financial software proposals.

City Administrator Report

City Administrator Ryan Heiar reported that city staff is working with a UI student group on the Centennial Park facility concept. Heiar attended preconstruction meetings for the Police Station and the Penn and Front Corridor Project. Staff is working on a letter that will be sent to the entire

neighborhood affected by the Penn and Front Street project detailing parking restrictions and how detours will work.

Mayor Report

Mayor Pro Tem Hoffman proclaimed March as Women's History Month.

City Attorney Contract

Heiar presented information on the process. Grant Lientz introduced himself. Madsen moved, Goings seconded to approve Resolution Number 2019-32, A Resolution Approving City Attorney Employment Agreement. The vote was: ayes – Hoffman, Madsen, Goings; nays – none. Motion carried.

Cemetery Board and Parks and Recreation Commission Appointments

Goings moved, Madsen seconded to approve the Mayor's recommended appointments of Rob Hajek to the Cemetery Board and Richard Grugin to the Parks and Recreation Commission to fill unexpired terms. The vote was: ayes – Madsen, Hoffman, Goings; nays – none. Motion carried.

North Bend Improvements Project

Madsen moved, Goings seconded to approve Resolution Number 2019-33, A Resolution accepting the bid and authorizing execution of the contract for the North Bend Improvements Project, North Liberty, Iowa. After discussion, the vote was: ayes – Hoffman, Madsen, Goings; nays – none. Motion carried.

ROW Vacation – North Front Street

Mayor Pro Tem Hoffman opened the public hearing regarding the disposition of property at 6:45 p.m. No oral or written comments were received. The public hearing was closed.

Goings moved, Madsen seconded to approve Resolution Number 2019-34, A Resolution approving the disposition of Real Estate owned by the City of North Liberty and authorizing issuance of the deed. The vote was: ayes – Goings, Madsen, Hoffman; nays -none. Motion carried.

Grant Elementary School

Wheatley reported that staff and the Commission recommend approval with no conditions.

Madsen moved, Goings seconded to approve Resolution Number 2019-35, A Resolution approving the Preliminary Plat of Grant Elementary Subdivision, North Liberty, Iowa. The vote was: ayes – Madsen, Goings, Hoffman; nays – none. Motion carried.

Goings moved, Madsen seconded to approve Resolution Number 2019-36, A Resolution approving the Final Plat and accepting improvements for Grant Elementary Subdivision, North Liberty, Iowa. The vote was: ayes – Goings, Madsen, Hoffman; nays – none. Motion carried.

Smalley – Linn County REC Annexation

At 6:48 p.m., Mayor Pro Tem Hoffman opened the public hearing regarding proposed annexation. No oral or written comments were received. The public hearing was closed.

Madsen moved, Goings seconded to approve Resolution Number 2019-37, A Resolution approving annexation of certain property to the City of North Liberty, Iowa. After discussion, the vote was: ayes – Madsen, Hoffman, Goings; nays – none. Motion carried.

Automatic Aid Agreements

Chief Platz presented information on the Automatic Aid Agreements. Council discussed the maps and agreements with Platz.

Goings moved, Madsen seconded to approve Resolution Number 2019-38, A Resolution approving the Automatic Aid Agreement between Jefferson Monroe Fire Department, Inc. (Swisher Fire) and the City of North Liberty. The vote was: ayes – Hoffman, Madsen, Goings; nays – none. Motion carried.

Madsen moved, Goings seconded to approve Resolution Number 2019-39, A Resolution approving the Automatic Aid Agreement between the City of Coralville and the City of North Liberty. The vote was: ayes – Madsen, Hoffman, Goings; nays – none. Motion carried.

Goings moved, Madsen seconded to approve Resolution Number 2019-40, A Resolution approving the Automatic Aid Agreement between the City of Iowa City and the City of North Liberty. The vote was: ayes – Goings, Madsen, Hoffman; nays – none. Motion carried.

The Preserve

Madsen moved, Goings seconded to approve the third consideration and adoption of Ordinance Number 2019-02, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by Watts Group Development, Inc. located in North Liberty, Iowa to those set forth in the Municipal Code for the RD-8 Residential District. The vote was: ayes – Hoffman, Goings, Madsen; nays – none. Motion carried.

Wheatley reported that staff and the Commission recommend approval with no conditions.

Duane Musser was present on behalf of the applicant and offered additional information.

Madsen moved, Goings seconded to approve Resolution Number 2019-41, A Resolution approving the revised Preliminary Plat of The Preserve, North Liberty, Iowa. The vote was: ayes – Madsen, Goings, Hoffman; nays – none. Motion carried.

Zoning Ordinance Amendments

Goings moved, Madsen seconded to approve the third consideration and adoption of Ordinance Number 2019-03, An Ordinance amending various sections of the North Liberty Code of Ordinances to provide necessary updates. The vote was: ayes – Madsen, Hoffman, Goings; nays – none. Motion carried.

Fence Ordinance Amendment

Mayor Pro Tem Hoffman opened the public hearing regarding the proposed amendments to fence regulations at 7:05 p.m. No oral or written comments were received. The public hearing was closed.

Madsen moved, Goings seconded to approve the first consideration of Ordinance 2019-04, An Ordinance amending Chapter 169, Zoning Code Development Regulations of the North Liberty Code of Ordinances to revise regulations on barbed wire and electric fences. The vote was: ayes – Goings, Madsen, Hoffman; nays – none. Motion carried.

Old Business

Councilor Goings stated that there is still time to vote and thanked the candidates.

Adjournment

At 7: 06 p.m., Mayor Pro Tem Hoffman adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor Pro Tem

Attest:

Tracey Mulcahey, City Clerk

FEBRUARY 28TH, 2019

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	402,886.23	7,015,661.23
011-FIRE EQUIPMENT CAPITA	597.11	35,112.46
012-LIBRARY CAPITAL FUND	715.05	7,351.58
013-RECREATION CAPITAL FU	0.00	455.99
014-POLICE CAPITAL FUND	817.79	12,513.36
015-TRANSPORTATION IMPACT	0.00	57,063.97
016-STORMWATER CAPITAL	0.00	36.25
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	0.00	1,035,250.00
019-YOUTH SPORTS SCHOLARS	1,360.25	7,693.90
020-EQUIPMENT REVOLVING	0.00	50,104.08
021-TELECOMMUNICATIONS EQ	0.00	16.53
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	26.23	555.68
025-POLICE SEIZED FUNDS	0.00	0.00
026-HOTEL/MOTEL TAX	0.00	43,773.53
060-ROAD USE TAX FUND	197,857.67	1,691,090.81
061-STREET CAPITAL PROJEC	1,995,303.68	4,157,637.64
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	10,247.53	2,325,147.08
110-DEBT SERVICE FUND	2,556.63	733,167.00
210-TRUST AND AGENCY	4,769.68	947,689.61
280-CUSTOMER DEPOSITS	6,944.00	104,624.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	306.62	1,870.38
314-ENTRYWAY DEVELOPMENT	0.00	40.83
315-HIGHWAY 965 IMPROVEME	0.00	1,849,741.20
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	0.00
318-EC DEVELOPMENT PROJEC	0.00	88.79
319-PENN STREET IMPROVEME	0.00	1,075,000.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	0.00
322-LIBRARY BUILDING FUND	10.48	1,098.75
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	200,000.00
510-WATER FUND	329,572.21	2,654,809.04
511-WATER CAPITAL RESERVE	6,666.66	53,333.28
512-WATER SINKING FUND	113,348.75	906,790.00
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	1,547,758.00
520-SEWER FUND	409,076.78	3,177,690.29
521-SEWER CAPITAL RESERVE	40,416.67	333,509.36
522-SEWER SINKING FUND	192,099.08	1,536,792.64
523-WASTEWATER TREATMENT	0.00	360,021.10
524-SEWER TRUNK AND I&I	0.00	2,000.00
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	17,319.60	139,900.96
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	3,732,898.70	32,065,389.32

	B	C	D	E	F
2	CITY OF NORTH LIBERTY				
3	TREASURER'S REPORT				
4	February 28, 1019				
5	FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
6					
7		02/01/2019			02/28/2019
8					
9	GENERAL	7,940,290.49	405,181.23	1,010,981.23	7,334,490.49
10					
11	SPECIAL REVENUE	6,854,427.47	212,874.88	124,016.51	6,943,285.84
12					
13	DEBT SERVICE	604,047.53	2,556.63	0.00	606,604.16
14					
15	CAPITAL PROJECTS	-8,788,740.29	1,995,620.78	245,789.94	-7,038,909.45
16					
17	WATER ENTERPRISE	4,535,552.35	432,054.88	289,310.17	4,678,297.06
18					
19	WASTEWATER ENTERPRISE	6,644,914.69	621,435.56	1,184,238.73	6,082,111.52
20					
21	STORM WATER ENTERPRISE	242,518.15	17,405.11	9,773.88	250,149.38
22					
23	TOTAL	18,033,010.39	3,687,129.07	2,864,110.46	18,856,029.00

Applicant License Application (LC0039189)

Name of Applicant: <u>Rara Avis, Inc.</u>		
Name of Business (DBA): <u>Bluebird Cafe</u>		
Address of Premises: <u>650 W. Cherry St. #9</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business <u>(319) 626-2603</u>		
Mailing <u>650 W. Cherry St. #9</u>		
City <u>North Liberty</u>	State <u>IA</u>	Zip: <u>52317</u>

Contact Person

Name <u>Lacey Meyne</u>	
Phone: <u>(319) 512-9323</u>	Email <u>lbw2004@me.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 04/12/2019

Expiration Date: 04/11/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Jonathan Wilson

First Name: Jonathan

Last Name: Wilson

City: Iowa City

State: Iowa

Zip: 52240

Position: Secretary

% of Ownership: 50.00%

U.S. Citizen: Yes

Lacey Meyne

First Name: Lacey

Last Name: Meyne

City: North Liberty

State: Iowa

Zip: 52317

Position: Treasurer

% of Ownership: 50.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Crippell Mutual</u>
--

Insurance Company: Guinness Mutual

Policy Effective Date: 04/12/2019

Policy Expiration 04/12/2020

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



North Liberty Police Department

5 E Cherry St•PO Box 77•North Liberty, Iowa•52317•(319) 626-5724/Fax: 5743

January 21, 2019

Liquor License Check

Business: Blue Bird Café
650 W. Cherry Street
North Liberty, IA 52317

Owners: Jonathan Wilson (DOB: 1962)
Lacey Meyne (DOB: 1984)

The North Liberty Police Department does not have any documented contacts for the above owners or business that would affect their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Chris Shine.



**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: Rara Avis, Inc.
Name of Business (DBA): Bluebird Cafe
Address of Business: 650 W. Cherry St. Unit 9 North Liberty IA
Business Phone & Email: lbw2004@me.com

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

Tom Palmer

Digitally signed by Tom Palmer
DN: cn=Tom Palmer, o=City of North
Liberty, ou=Building Safety,
email=tpalmer@ci.north-liberty.ia.us,
c=US
Date: 2019.01.16 11:12:46 -0600

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

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Name of Business (DBA): Bluebird Cafe
Address of Business: 650 W. Cherry St. Unit 9 North Liberty IA
Business Phone & Email: lbw2004@me.com

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official



1/16/19

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

Applicant License Application ()

Name of Applicant:	<u>T. L. & L. Inc.</u>		
Name of Business (DBA):	<u>Quail Creek Golf Course</u>		
Address of Premises:	<u>700 Clubhouse Road</u>		
City	<u>North Liberty</u>	County:	<u>Johnson</u> Zip: <u>52317</u>
Business	<u>(319) 626-2281</u>		
Mailing	<u>700 Clubhouse Road</u>		
City	<u>North Liberty</u>	State	<u>IA</u> Zip: <u>52317</u>

Contact Person

Name	<u>Theodore Lewis</u>		
Phone:	<u>(319) 626-2281</u>	Email	<u>lewis.ted@live.com</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 8 months

Effective Date: 04/01/2019

Expiration Date: 01/01/1900

Privileges:

- Class B Beer (BB) (Includes Wine Coolers)
- Outdoor Service
- Sunday Sales

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Theodore Lewis

First Name: Theodore **Last Name:** Lewis
City: North Liberty **State:** Iowa **Zip:** 52317
Position: President
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	<u>Founders Insurance Company</u>		
Policy Effective Date:	<u>04/01/2019</u>	Policy Expiration	<u>12/01/2019</u>
Bond Effective	Dram Cancel Date:		
Outdoor Service Effective	Outdoor Service Expiration		
Temp Transfer Effective Date	Temp Transfer Expiration Date:		



North Liberty Police Department

5 E Cherry St•PO Box 77•North Liberty, Iowa•52317•(319) 626-5724/Fax: 5743

January 21, 2019

Liquor License Check

Business: Quail Creek Golf Course

700 Club House Road

North Liberty, IA 52317

Owner: Theodore Lewis (DOB: 1955)

A record check of the above business and owner does not have a history of contact with the North Liberty Police Department regarding their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Chris Shine.



**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: T L & L
Name of Business (DBA): Quail Creek Golf Course
Address of Business: 700 Club House Road N. Liberty IA 52317
Business Phone & Email: 319-626-2281 lewis.ted@live.com

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

Tom Palmer

Digitally signed by Tom Palmer
DN: cn=Tom Palmer, o=City of North
Liberty, ou=Building Safety,
email=tpalmer@ci.north-liberty.ia.us,
c=US
Date: 2019.01.14 14:34:45 -0600

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: TL & L
Name of Business (DBA): Quail Creek Golf Course
Address of Business: 700 Club House Road N. Liberty IA 52317
Business Phone & Email: 319-626-2281 lewis.ted@live.com

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

✓ The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

 1/14/19

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: TL & L
Name of Business (DBA): Quail Creek Golf Course
Address of Business: 700 Club House Road N. Liberty IA 52317
Business Phone & Email: 319-626-2281 lewis.ted@live.com

City of North Liberty:

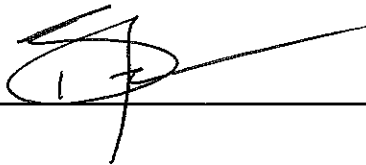
The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector



3/11/19

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

North Liberty Fire Department

Occupancy: **Quail Creek Golf Course Club House**
Occupancy ID: **QUAI03**
Address: **700 Clubhouse RD**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**
Inspection Date: **3/11/2019** By: **Hardin, Bryan E (01-1022)**
Time In: **14:19** Time Out: **14:29**
Authorized Date: **Not Authorized** By:

Next Inspection Date: **06/01/2019 Reinspection**



Form: General Fire
Inspection Checklist 1.3

Inspection Description:

ORDER TO COMPLY:

You must correct the violations noted upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from the date of inspection.
This initial and the first re-inspection are at no charge. If subsequent re-inspections are needed to ensure compliance, you will be charged the current fee schedule.
If you fail to comply with this notice, you may be liable for the penalties provided for by law for such violations.

Inspection Topics:

Site

Fire Lane / Access Roads Unobstructed

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.

Status: FAIL

Notes: Fill all potholes on drive to an acceptable level no later than June 1st, 2019.

Electrical Rooms / Electrical Wiring

No Extension Cords

605.5 Extension cords. Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

Status: FAIL

Notes: Remove extension cord to Michelob signs. Replace with surge protector. Mount surge protector.



Miscellaneous

No Other Unsafe Conditions

110.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

Status: **FAIL**

Notes: **Post new gasoline labeling on bulk tank.**

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 10 minutes

Total Time: 10 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

Above is the results of your Fire Inspection conducted by the North Liberty Fire Department Department. If you have any questions, please feel free to contact Fire Marshal Bryan Hardin at (319) 626-5709. If you had any violations, please reply back when all corrections are made so we may close out your inspection. Thank you for your time and attention.

Inspector:

Name: Hardin, Bryan E
Rank: Assistant Chief
Work Phone(s): None on file
Email(s): bhardin@northlibertyiowa.org
Hardin, Bryan E:



Signed on: 03/11/2019 13:56

Signature

Date

Representative Signature:

Signature of: Ted Lewis on 03/11/2019 14:31



Signature

Date

Applicant License Application (LC0043377)

Name of Applicant:	<u>Los Primos of Iowa LLC</u>				
Name of Business (DBA):	<u>Adelita's Grill</u>				
Address of Premises:	<u>555 Hwy 965 S Ste E</u>				
City	<u>North Liberty</u>	County:	<u>Johnson</u>	Zip:	<u>52317</u>
Business	<u>(319) 491-3594</u>				
Mailing	<u>555 Hwy 965 S Ste E</u>				
City	<u>North Liberty</u>	State	<u>IA</u>	Zip:	<u>52317</u>

Contact Person

Name	<u>Gamaliel Hernandez</u>				
Phone:	<u>(319) 651-3801</u>	Email	<u>hernandezgamaliel22@gmail.com</u>		

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 04/03/2019

Expiration Date: 04/02/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>				
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>		

Ownership

Gamaliel Hernandez

First Name: Gamaliel

Last Name: Hernandez

City: Marion

State: Iowa

Zip: 52302

Position: member

% of Ownership: 40.00%

U.S. Citizen: Yes

Efrain Ramirez-Marquez

First Name: Efrain

Last Name: Ramirez-Marquez

City: Cedar Rapids

State: Iowa

Zip: 52402

Position: member

% of Ownership: 45.00%

U.S. Citizen: Yes

Jose Hernandez - Medina

First Name: Jose

Last Name: Hernandez - Medina

City: Marshalltown

State: Iowa

Zip: 50158

Position: member

% of Ownership: 15.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>Illinois Casualty Co</u>		
Policy Effective Date:	<u>04/03/2019</u>	Policy Expiration	<u>04/02/2020</u>
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: Los Primos of Iowa LLC
Name of Business (DBA): Adelita's Grill
Address of Business: 555 S.Highway 965 Suite E
Business Phone & Email: hernandezgamaliel22@gmail.com

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

 1/15/19

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: Los Primos of Iowa LLC
Name of Business (DBA): Adelita's Grill
Address of Business: 555 S.Highway 965 Suite E
Business Phone & Email: hernandezgamaliel22@gmail.com

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

Tom Palmer

Digitally signed by Tom Palmer
DN: cn=Tom Palmer, o=City of North Liberty, ou=Building
Safety, email=tpalmer@ci.north-liberty.ia.us, c=US
Date: 2019.01.15 09:11:39 -06'00'

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: Los Primos of Iowa LLC
Name of Business (DBA): Adelita's Grill
Address of Business: 555 S.Highway 965 Suite E
Business Phone & Email: hernandezgamaliel22@gmail.com


City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector  3/4/19

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____



North Liberty Police Department

5 E Cherry St • PO Box 77 • North Liberty, Iowa • 52317 • (319) 626-5724 / Fax: 5743

January 21, 2019

Liquor License Check

Business: Adelita's Grill
555 S. Hwy 965 Suite E
North Liberty, IA 52317

Owner:	Gamaliel U. Hernandez	(DOB: 1978)
	Efrain Ramirez-Marquez	(DOB: 1974)
	Jose Hernandez-Medina	(DOB: 1995)

A record check of the above owners shows no past incidents with the North Liberty Police Department that could affect the liquor license. This department does not have any concerns with the renewal of the liquor license.

I recommend the license be granted.

Sergeant Chris Shine



North Liberty Fire Department

Occupancy: **Adelita's Grill**

Occupancy ID: **IGUA01**

Address: **555 S Highway 965 Apt/Suite #E
North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **3/4/2019**

By: **Hardin, Bryan E (01-1022)**

Time In: **10:54**

Time Out: **11:33**

Authorized Date: **Not Authorized** By:



Form: General Fire
Inspection Checklist 1.3

Next Inspection Date: **04/03/2019 Reinspection**

Inspection Description:

ORDER TO COMPLY:

You must correct the violations noted upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from the date of inspection.

This initial and the first re-inspection are at no charge. If subsequent re-inspections are needed to ensure compliance, you will be charged the current fee schedule.

If you fail to comply with this notice, you may be liable for the penalties provided for by law for such violations.

Inspection Topics:

Electrical Rooms / Electrical Wiring

No Extension Cords

605.5 Extension cords. Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

Status: **FAIL**

Notes: **Front sign, Remove extension cord. Can use surge protector if mounted.**



Fire Sprinkler System

No Missing Sprinkler Head Escutcheons or Cover Plates

NFPA 13, 2013 Edition Section 6.2.7 Escutcheons and Cover Plates. Plates, escutcheons, or other devices used to cover the annular space around a sprinkler shall be metallic or shall be listed for use around a sprinkler. Escutcheons and coverplates for recessed, flush, and concealed sprinklers shall be replaced with their listed escutcheon or coverplate if found missing.

Status: FAIL

Notes: Employee restroom, missing.



Kitchen Hood System

Cooking Equipment with Casters Have Approved Flexible Gas Connector

Section 609.4 Movement of new and existing cooking appliances with caster(s) under a Type I hood shall be limited by an approved floor mounted restraining device and flexible gas connector installed in accordance with the connector and appliance manufacturer's instructions.

Status: FAIL

Notes: Add restraining for fryer and grill. Connect cable from wall to appliance.

Compressed Gas Cylinders / LPG

Compressed Gas Cylinders Secured or Chained

5303.5.3 Securing compressed gas containers, cylinders and tanks. Compressed gas containers, cylinders and tanks shall be secured to prevent falling caused by contact, vibration or seismic activity. Securing of compressed gas containers, cylinders and tanks shall be by one of the following methods: 1. Securing containers, cylinders and tanks to a fixed object with one or more restraints. 2. Securing containers, cylinders and tanks on a cart or other mobile device designed for the movement of compressed gas containers, cylinders or tanks. 3. Nesting of compressed gas containers, cylinders and tanks at container filling or servicing facilities or in sellers' warehouses not accessible to the public. Nesting shall be allowed provided the nested containers, cylinders or tanks, if dislodged, do not obstruct the required means of egress. 4. Securing of compressed gas containers, cylinders and tanks to or within a rack, framework, cabinet or similar assembly designed for such use. Exception: Compressed gas containers, cylinders and tanks in the process of examination, filling, transport or servicing.

Status: FAIL

Notes: Add 2nd hook for small cylinders for chain. Will need drywall anchor.

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
Notes: No Additional time recorded		

Total Additional Time: 0 minutes

Inspection Time: 39 minutes

Total Time: 39 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

Above is the results of your Fire Inspection conducted by the North Liberty Fire Department Department. If you have any questions, please feel free to contact Fire Marshal Bryan Hardin at (319) 626-5709. If you had any violations, please reply back when all corrections are made so we may close out your inspection. Thank you for your time and attention.

Inspector:

Name: Hardin, Bryan E
Rank: Assistant Chief
Work Phone(s): None on file
Email(s): bhardin@northlibertyiowa.org
Hardin, Bryan E:



Signed on: 03/04/2019 11:34

Signature

Date

Representative Signature:

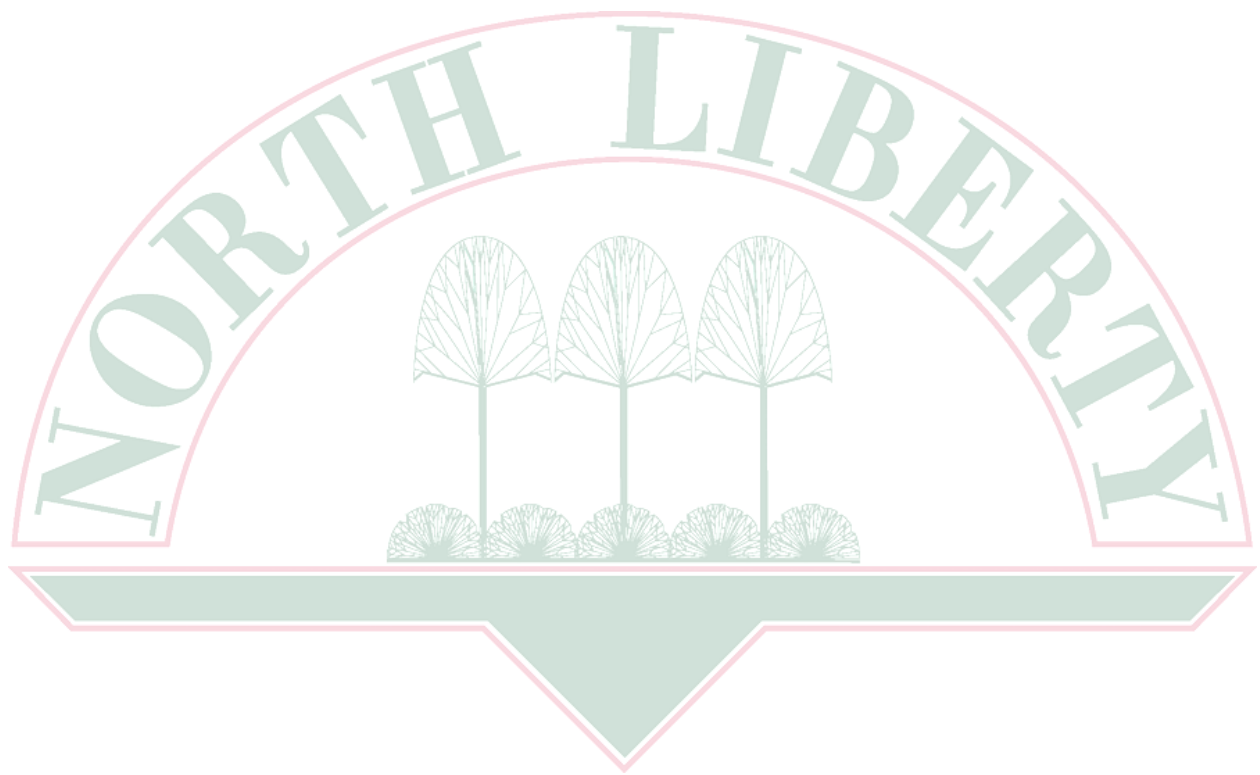
Signature of: Jose hernandez on 03/04/2019 11:34



Signature

Date

Mayor Report





PROCLAMATION

CHILD ABUSE PREVENTION MONTH APRIL 2019

Whereas, children are vital to North Liberty's future success, prosperity, and quality of life as well as being our most vulnerable assets; and

Whereas, all children deserve to have the safe, stable, nurturing homes and communities they need to foster healthy growth and development; and

Whereas, child abuse and neglect is a community responsibility and can be reduced by making sure each family has the support it needs to raise children in a healthy environment; and

Whereas, effective child abuse prevention programs succeed because of partnerships created among the courts, social service agencies, schools, civic organizations, law enforcement agencies, and the business community; and

Whereas, effective youth-serving programs — like those offered by the North Liberty Summer Lunch & Fun Program, North Liberty Community Library and North Liberty Recreation Department — offer positive alternatives for young people and encourage youth to develop strong ties to their community; and

Whereas, all citizens should become more aware of child abuse and its prevention within the community, and should become involved in supporting parents; and

Whereas, the North Liberty Mayor and City Council members recognize the need for community awareness of local child abuse prevention efforts, from organizations like Johnson County Community Partnership for Protecting Children, and urge families to attend the Kites for Kids Festival on Saturday, April 13, 2019, from 12:00 PM to 2:00 PM at Liberty High School in North Liberty.

Now, Therefore, I, Terry L. Donahue, Mayor of the City North Liberty, do hereby proclaim April 2019 to be

CHILD ABUSE PREVENTION MONTH

in North Liberty, Iowa and call upon citizens, community agencies, medical facilities, and businesses to increase efforts to prevent child abuse, thereby strengthening the community in which we live.

Signed this twenty-sixth day of March, 2019.

Terry L. Donahue, Mayor
City of North Liberty, Iowa

Collective Bargaining Agreement



Resolution No. 2019-42

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL 2003 FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2022

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY, IOWA:

WHEREAS, the City of North Liberty, Iowa participated in collective bargaining with the Public Professional and Maintenance Employees Local 2003;

WHEREAS, the negotiated outcomes are included in the attached Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED that the terms of the agreement, attached hereto as Exhibit A, between the City of North Liberty, Iowa, and Public Professional and Maintenance Employees Local 2003, are hereby approved and that the Mayor and City Administrator are hereby authorized to execute the agreement attached hereto as Exhibit A.

APPROVED AND ADOPTED this 26th day of March, 2019.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

2019-2022

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NORTH LIBERTY

AND

PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES,

LOCAL 2003

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Article 1
1.01 **RECOGNITION**
RECOGNITION

The Employer hereby recognizes Public Professional and Maintenance Employees, Local 2003, International Union of Painters and Allied Trades, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative of all Police Department employees in those classifications and departments as set forth in the PERB certification instrument as follows:

INCLUDED: All full-time and part-time police officers.

EXCLUDED: Chief of Police, Lieutenant, Sergeants, and all those excluded by Section 20.4 of the Act.

Article 2
2.01 **UNION RIGHTS**
BULLETIN BOARD

The Union shall be permitted to post official Union notices on a designated bulletin board at the Police Department.

Article 3
3.01 **GRIEVANCE PROCEDURE**
RULES

A grievance shall mean an allegation that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. Such grievance shall be subject to the following rules:

- A. Failure of an employee or the Union to timely grieve or appeal constitutes waiver of the grievance or appeal.
- B. Failure of the Employer or a supervisor to timely answer a grievance or appeal constitutes denial of the grievance.
- C. Any grievance step, or part thereof, may be waived by mutual agreement of the Employer and the Union, and grievance meetings will be held at mutually agreed upon times.
- D. The term "working days" as used in this Article means Monday through Friday, excluding holidays.
- E. All grievances, responses, and appeals must be in writing.
- F. A copy of all responses to a grievance or appeal must be presented or mailed within the time prescribed to the employee, the involved steward (if any), and the Union Representative.
- G. Matters within the jurisdiction of the Civil Service Commission shall be processed through the civil service procedure and not the grievance procedure.
- H. If a complaint or action is filed in any other forum based on the same event or facts as a grievance which has been filed, then the grievance will be considered withdrawn.
- I. All meetings conducted under the Grievance Procedure shall be held in private and shall include only authorized representatives of the Employer, the Union steward and business representative, the aggrieved

- person(s) and witnesses. Hearings before the arbitrator shall be conducted in private as well.
- J. Every bargaining unit employee shall have the right to present grievances, without representation, if they choose. In addition, and if not chosen by the employee(s), the Union shall be entitled to participate at any and all stages of the Grievance Procedure.
 - K. All grievances shall be processed outside the grievant's work day, unless mutually agreed upon.
 - L. The Union may submit a grievance that affects a group of employees as a single written grievance and the processing of such grievance shall begin at Step One.
 - M. Employees designated as stewards by the Union shall be released with pay from work as necessary to attend steps of the grievance procedure with the Employer.

3.02 GRIEVANCE STEPS

INFORMAL STEP: An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his immediate supervisor within five (5) working days of the date of the occurrence.

STEP ONE: Within ten (10) working days of the occurrence which gives rise to the grievance, an employee or the Union may initiate a grievance by submitting it in written form to the Chief of Police, or designee. The written grievance shall include a brief factual description of the violation, cite the specific provision of the Agreement violated, state the remedy requested, and be dated and signed by the grievant. Within seven (7) work days after the written grievance is filed with the Chief or designee, a meeting at a mutually agreeable time shall be held with the grievant and a Union representative. The Chief or designee shall issue a written decision on the grievance with copies to the grievant and Union representative within seven (7) working days following the meeting at Step One.

STEP TWO: In the event a grievance has not been satisfactorily resolved at the first step, the grievance may be appealed within seven (7) work days of the date of the Chief or designee's answer in Step One to the City Administrator or designee. Within seven (7) work days after the written grievance is filed, the grievant and his Union representatives, if desired, and the City Administrator or designee shall meet in an attempt to resolve the grievance. The City Administrator or designee shall file a written answer within seven (7) work days of the Step Two grievance meetings.

STEP THREE: In the event that the grievance remains unresolved after the completion of Step Two, the grievance may be referred to arbitration by the Union serving a written request for arbitration upon the Employer within seven (7) working days of its receipt of the Step Two response. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the consent of the other.

3.03 SELECTION OF ARBITRATOR

The arbitrator shall be selected in the following manner:

A. By Agreement:

The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.

B. By Lot:

In the event the parties are unable to agree, or the person agreed upon is not available, the PERK shall be requested to nominate a panel of seven (7) arbitrators. Within five (5) days after receipt of the panel names, representatives of the parties shall meet and each party shall alternately strike a name from the list of nominees until one remains. The winner of a coin flip shall have his choice of striking first or second. The arbitrator so selected shall be informed of his selection by the parties.

3.04 ARBITRATION PROCEDURES

The procedures to be followed in submitting the grievance to the arbitrator shall be determined by the arbitrator himself. The arbitrator shall submit his decision in written form to both parties within thirty (30) calendar days following the conclusion of the hearing(s), as the case may be. The costs incurred for the services of the arbitrator shall be borne and divided equally between the Employer and Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses. The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement.

Article 4 SENIORITY-TRANSFERS-LAYOFF & RECALL

4.01 SENIORITY DEFINITION

Seniority means an employee's length of continuous full-time service with the Police Department since their last date of hire. Seniority shall be administered on a Bargaining Unit basis and amended only per the provisions of this Agreement. A regular part-time employee who becomes a full-time employee shall receive fifty percent (50%) of his service as a part-time employee credited as full-time seniority at the time he becomes a full-time employee.

4.02 PROBATIONARY EMPLOYEE

A new employee shall serve a probationary period of one (1) year. A new employee possessing Academy Certification when hired shall serve a probationary period of six (6) calendar months. Upon successful completion of the probationary period, the new employee shall be put on the seniority list and their seniority shall be determined from and relate back to their original date of employment in the bargaining unit. A new employee may be terminated for any reason during the probationary period and shall have no recourse through the Grievance Procedure.

4.03 BENEFITS DURING THE PROBATIONARY PERIOD

All fringe benefits shall accrue during the probationary period and will not be available for the employee until the probationary period has been completed except for the following:

- A. Bereavement leave, jury duty leave, recognized paid holidays, and insurance at all times.
- B. Commencing with the sixth month of service, the probationary employee shall be eligible to use accrued sick leave.

4.04 NOTICE TO UNION AND EMPLOYEES

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days of July 1 each year, and the Union shall receive notice when employees are to be laid off or recalled. The same list shall be posted on the designated Union bulletin board in the workplace. Employees with an objection to the posted list shall have twenty (20) calendar days to resolve the objection and file a grievance if the objection is not resolved.

4.05 JOB VACANCIES

Permanent vacancies and positions in newly created job classifications in the bargaining unit shall be filled in order of the following procedures:

- 1. Voluntary Transfer of current Unit employee.
- 2. Recall of laid off Unit employee.
- 3. New Hire of person from outside the Unit.
- 4. Involuntary Transfer of current Unit employee.

4.06 SHIFT TRANSFER AND VACANCY PROCEDURE

- A. The voluntary shift transfer procedure shall be opened once a year, in December effective January 1'.
- B. Effective January 1, 2014, the Chief shall have the discretion to appoint any employee who indicates an interest in the Investigator position. The Investigator job classification shall be opened at least every three years or upon a job vacancy. Although the Employer shall establish the hours of work and shifts for the Investigator, it is agreed that the hours of work and rotation for the Investigator may vary due to the operational requirements for that job classification. If an employee working as an Investigator is permitted to resign or removed from that position by the Chief, that employee shall assume the shift or assignment of his or her replacement. If no replacement is made, then the employee can exercise his or her bumping rights to a new shift.
- C. In the event of a special assignment, the parties shall reach an agreement on the employee's supplemental pay and benefits for the special assignment position before accepting the position.
- D. An employee may request a voluntary transfer of job assignment within a job classification or to a different job classification. All transfer requests shall be in writing to the Chief of Police. When a voluntary transfer is made, the Chief will consider the needs of the department, qualifications and seniority as factors when making the voluntary transfer. If all factors are determined to be equal by the Chief of Police, seniority should be the determining factor when making a voluntary transfer.

- E. The Employer may involuntarily transfer an employee in the event that the Employer is unable to fill a vacancy within a job classification. Such involuntary transfer shall be limited to three (3) calendar months per employee and shall be rotated among employees in the affected job classification. An employee involuntarily transferred to an assignment in a higher paid job classification for more than ten (10) calendar days in a fiscal year shall receive the higher pay for all hours worked in that job classification from the first day.
- F. When a vacancy occurs during the calendar year, the vacancy shall be posted for a period of five (5) calendar days for employees to request a voluntary transfer to that vacancy. The Chief of Police will consider the needs of the department, qualifications and seniority as factors when filling the vacancy. If all factors are determined to be equal by the Chief of Police, seniority should be the determining factor when filling the vacancy.

4.07 LAYOFF AND RECALL

When the working force is to be reduced, employees will be laid off in the following order: 1) temporary; 2) probationary; 3) part-time; 4) full-time. The employee with the least bargaining unit seniority in the classification affected shall be first removed. An employee on layoff has no transfer rights. No regular full-time employee shall be laid off in any classification until all temporary, probationary, and part-time employees in the classification have been removed. Temporary and probationary employees have no recall rights.

Upon recall from layoff, employees will be returned to work in reverse order from which they were laid off, if they are qualified to perform the work available. An employee on layoff shall receive a notice of recall by certified mail at the employee's last known address. It shall be the responsibility of the employee to notify the City of the employee's current address. Failure of the employee to pick up the certified letter within seven (7) calendar days of the postmark shall constitute delivery. The laid off employee must respond to the recall notice within three (3) calendar days after receipt, and report to work on a mutually agreed upon date or all recall rights shall be terminated. A recalled employee shall be placed in the same pay step that he occupied at the time of layoff.

4.08 LOSS OF SENIORITY

An employee shall lose his seniority and the employment relationship shall be broken and terminated as follows:

1. Employee quits.
2. Employee is discharged for proper cause.
3. Engaging in other work without prior approval while on unpaid leave of absence, or giving false reason for obtaining an unpaid leave of absence.
4. Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented showing the employee was physically unable to give notice.
5. Failure to report for work upon expiration of a leave of absence.

6. Failure to report for work after being notified to return following layoff when notice is given as provided in 4.07 above.
7. When continuous period of layoff exceeds one (1) year.
8. Employee retires.

4.09 PRESERVATION OF SENIORITY DURING DEPARTMENT EMPLOYMENT

When an employee leaves a job classification included within the bargaining unit, and remains an employee of the Department, the employee's bargaining unit seniority shall not continue to accumulate, but will remain available should the employee re-enter the bargaining unit. An employee on a special assignment shall continue to accrue seniority in the bargaining unit and upon the completion of said assignment shall be re-assigned to a bargaining unit job classification.

Article 5 HOURS OF WORK AND OVERTIME
5.01 FULL-TIME EMPLOYEE

An employee working at least forty (40) hours per week on a regularly scheduled basis.

5.02 REGULAR PART-TIME EMPLOYEE

An employee who works less than forty (40) hours per week and on a regularly scheduled basis. Part-time employees working thirty (30) to thirty-nine (39) hours per week on an average basis shall be granted the same leave benefits as full-time employees but pro-rated to a percentage equal to 75% of a full-time employee working forty (40) hours per week. Part-time employees working twenty (20) to twenty-nine (29) hours per week on an average basis shall be granted the same leave benefits as full-time employees but pro-rated to a percentage equal to 50% of a full-time employee working forty (40) hours per week. Employees working less than an average of twenty (20) hours per week or on an intermittent basis are not eligible for fringe benefits.

5.03 WORK WEEK

The employer shall establish the hours of work and shifts. The work day for full time police officers consists of not less than eight (8) hour shifts and the regular work period shall consist of eighty (80) hours in a fourteen (14) day pay period. For full-time employees, the hours shall be posted two (2) weeks in advance, except in case of emergency when declared by the Chief of Police or his/her designee, and shall set forth the normal workday, workweek and work schedule, but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule. For part-time employees, the employer shall give the employee as much notice as possible for employee work schedules. The Employer may need to revise work schedules for the Department in order to meet a change in operational requirements.

The hours of work, rotation and two-week posting requirement for the Investigator job classification, part-time officers, and special assignments may vary from the above due to operational requirements for that job

classification.

5.04 OVERTIME

Overtime for full-time employees shall be paid at the rate of time and one-half (1/2) the employee's straight-time hourly rate for each hour worked in excess of the employee's normal shift or for any work performed on an employee's scheduled time off.

For part-time employees, overtime shall not be paid unless the employee: (1) works more than forty (40) hours in one week (Sunday-Saturday); or (2) is called in to work by the employer with one hour or less notice by the employer.

In the distribution of overtime known at least 72 hours in advance, the supervisor shall post the opportunity on the workplace bulletin board and make the opportunity for full-time employees to volunteer for available work on a rotational basis from a list of qualified employees established on the basis of greatest seniority. In the event there are insufficient volunteers, the Employer may require employees to perform such overtime work using the same rotational list. Any voluntary or involuntary overtime worked shall cause an employee to be rotated to the end of the rotational list.

5.05 COMPENSATORY TIME

- A. Compensatory time off shall be at the rate of one and one half (1½) hours of compensatory time for one (1) hour of overtime worked.
- B. Except when the City is reimbursed from an outside source, employees may elect to receive overtime compensation in either cash payment or compensatory time off. Electing compensatory time for the hours worked on a holiday will not be allowed. Officers working holidays will be paid for the hours worked.
- C. Compensatory time may be used by each officer up to a maximum of 40 (forty) hours during the calendar year.
- D. Employees may accumulate and carry over a maximum of 40 (forty) hours of compensatory time to the next calendar year. Time in excess of the 40 hour limit shall be paid in cash to the officers.
- E. The use of compensatory time off shall be scheduled with the employee's supervisor's permission.

5.06 MEAL PERIODS

During an officer's work shift, there may be a thirty (30) minute period or, if a ten (10) hour or more shift, there may be a forty-five (45) minute period. Officers will be on-call during the meal period. It is hereby acknowledged that meal periods may not be available as scheduled due to the nature of law enforcement work.

5.07 BREAK PERIODS

The Employer shall grant with pay two (2) rest periods of fifteen (15) minute duration. Each break period will be scheduled as near to the middle of the first and second half of the shift as possible. It is hereby acknowledged that break periods may not be available as scheduled due to the nature of law enforcement work.

5.08 CALL IN PAY AND COURT APPEARANCES

An employee who is called in to work outside of his/her regularly scheduled shift shall be provided at least two (2) hours of work paid at the overtime rate. A required court appearance by an employee shall be considered time worked. All hours required for a court appearance, which are not scheduled as regular hours of work within the employee's shift, shall be compensated at the overtime rate.

5.09 SHIFT TRADES

It is permissible for employees within the same classification to trade shifts anytime within the accounting period. Trades will not result in overtime regarding the maximum number of hours worked in any accounting period or working in excess of the normal workday or work schedule. All trades must have the approval of the Chief of Police or his/her designee. All trades must be mutually agreed to by both employees, and documented on time sheets indicating who the trade is with and dates of both sides of the trade. If an employee fails to complete the trade for any reason, such employee shall be prohibited from trading shifts for six (6) months.

Article 6 LEAVES OF ABSENCE

6.01 SICK LEAVE ACCUMULATION

Each regular full-time employee shall accrue sick leave at the rate of eight (8) hours per month of continuous employment to a maximum accumulation of nine hundred sixty (960) hours. The accrual shall be credited the first pay check of the following month.

6.02 USE OF SICK LEAVE

Accumulated sick leave may be used for any of the following:

- A. If the employee is medically unable to work.
- B. Up to one hundred twenty (120) hours of accrued sick leave per fiscal year for medical or dental appointments or the care of ill or injured members of the immediate family (spouse, son, daughter or parent). The use of this leave must be used in a minimum of one (1) hour increments.
- C. Difference between workers' compensation and regular wage compensation.

After an employee has accumulated 960 hours of sick time, he/she can earn additional vacation time by not using sick time for three consecutive months. When this occurs, the employee will be credited 8 hours into their vacation bank, which must be used within one year from the date of accrual, or it will be forfeited. Employees wishing to exchange sick time for vacation time under this program must fill out a Supplemental Vacation Credit Form before the exchange will occur. If the employee uses sick

time, they must wait until they have reached 960 hours again, and must go another three consecutive months before accruing extra vacation.

6.03 SICK LEAVE NOTIFICATION

When absences due to sickness are necessitated, the employee shall notify the supervisor at least one (1) hour prior to the beginning of his scheduled reporting time. Failure to do so without a bona fide reason shall result in the employee being considered absent without leave, and subject to disciplinary action.

6.04 PERSONAL LEAVE

Regular full-time employees will receive three (3) personal days each fiscal year.

- A. If an employee begins employment with the City between July 1 and October 31, they will be awarded three (3) personal days for the rest of the fiscal year. If an employee begins employment with the City between November 1 and February 28, they will be awarded two (2) personal days for the rest of the fiscal year. If the employee begins employment with the City between March 1 and June 30, they will be awarded one (1) personal day for the rest of the fiscal year.
- B. Employees must submit a Request for Leave of Absence Form to the Chief or designee for approval prior to utilizing available Personal Days. Personal Days must be used in half (1/2) day increments.
- C. All personal days must be taken by the employee prior to the beginning of the next fiscal year. Any unused personal days will be forfeited at the end of the fiscal year (June 30).
- D. An employee whose services are terminated shall receive any personal days earned and not previously taken.
- E. If, during a week in which an employee has scheduled to use a personal day, the employee is required to work overtime, the personal hours will be considered as time worked for the purpose of determining overtime.

6.05 BEREAVEMENT LEAVE ELIGIBILITY

Each regular full-time employee shall be eligible for a paid leave of absence for a death in the immediate family as follows:

- A. Death of spouse, child (including stepchild) or parent (including stepparent) - five (5) days.
 - B. Death of brother or sister, grandmother or grandfather, grandchild, spouse's grandchild, spouse's mother or father, spouse's brother or sister, or spouse's grandmother or grandfather - three (3) days.
 - C. Aunt, uncle, niece, nephew, or spouse's aunt or uncle - one (1) day.
- Only days absent which would have been compensable work days will be paid. No payment will be made during vacations, holidays, layoffs, or leaves of absence. Payment will be made on the basis of the employee's normal work day's pay. The employee must attend the funeral to qualify for bereavement leave pay.

6.06 JURY DUTY LEAVE

Any employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. If an employee is called for jury duty, the employee should promptly notify his/her immediate supervisor. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a juror, except mileage. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift, shall return to work.

6.07 MILITARY LEAVE

The parties agree to follow all applicable state and federal laws governing military leave and re-employment rights.

6.08 UNPAID LEAVE

Non-probationary employees shall be eligible for unpaid leaves of absence if all other paid leaves have been exhausted. An employee who fails to return to work at the end of an unpaid leave of absence shall be deemed to have voluntarily quit, or, if applicable, voluntarily retired on the last day of work prior to the leave. An unpaid leave of absence in increments up to thirty (30) days shall be granted for any purpose reasonable in the judgment of the City Administrator who may deny a request if he/she determines that the department cannot function effectively without the employee's presence.

6.09 BENEFITS DURING UNPAID LEAVE

During an unpaid leave of absence of more than thirty (30) calendar days the employee:

- A. Must pay any insurance premiums due during any month the employee is not on the payroll if coverage is desired, and must, before the leave starts, make necessary arrangements with the Employer to provide the payments.
- B. Shall not receive any other fringe benefits.
- C. Except for military leave, shall not accrue seniority, and shall have his/her anniversary date adjusted to reflect the length of the unpaid leave.
- D. Shall not accrue sick leave, vacation, or other forms of leave.

6.10 FEDERAL FAMILY AND MEDICAL LEAVE

Employees are entitled to family and medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993, as amended, and the regulations implementing the Act.

Article 7
7.01

HOLIDAYS
DESIGNATED HOLIDAYS

All full-time employees are eligible for eleven (11) paid holidays:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Presidents' Day	After Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	

7.02 **PAY FOR HOLIDAYS AND WORK ON HOLIDAYS**

Eligible employees shall receive a normal work day's pay for each of the holidays set forth in 7.01. Employees who are scheduled to work or called in to work on any of the recognized holidays in 7.01 shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked on the holiday, plus the holiday at the normal work day's pay or an additional day off at the employee's election to be used in the month the holiday occurs or within the two months following the month of the holiday.

7.03 **ELIGIBILITY FOR HOLIDAY PAY**

In order to be eligible for receiving holiday pay, the employee must work his or her scheduled shift on the last scheduled workday before the holiday and on the first scheduled workday after the holiday unless time off has been requested and approved prior to the posting of the schedule. An employee who is on lay-off, disability, workers' compensation, discharged, or who is under suspension is not eligible for holiday pay.

If an employee requests to take time off on the actual holiday, at the "last minute" (not within the two-week requirement), the employee must work one-half (1/2) of his/her scheduled shift; if the shift is covered, the supervisor may grant one-half (1/2) day of leave (except sick leave) and the employee will still be eligible to receive holiday pay for the hours worked.

7.04 **HOLIDAY DURING VACATION**

If a holiday occurs during the period an employee is taking scheduled vacation, the employee will not be charged a vacation day for the holiday.

7.05 **DAY OF CELEBRATION**

For employees employed under the Investigator classification and all other bargaining unit members assigned to and working a regularly scheduled, Monday through Friday (8 a.m. - 5 p.m.) workday, when a holiday occurs on a Saturday, it shall be observed on the Friday preceding, and if a holiday occurs on a Sunday it shall be observed on the following Monday. Employees on a seven-day per week rotating schedule shall celebrate a holiday on its calendar date (if Christmas Day -December 25th).

Article 8
8.01

VACATION
ELIGIBILITY FOR VACATION

Each eligible employee shall be entitled to a vacation with pay in accordance with the following schedule. Vacation will be credited and available for use each year on the employee's anniversary date. Forty (40) hours of vacation may be carried over to an employee's next anniversary year. A day of vacation pay will equal the employee's regularly scheduled day's pay.

<u>Length of Service</u>	<u>Amount of Vacation</u>
Upon the completion of six (6) months of service.	40 hours
Upon the completion of one (1) or 80 hours more years' service.	
Upon the completion of five (5) or 120 hours more years' service.	
Upon the completion of ten (10) or 160 hours more years' service.	
Upon the completion of fifteen (15) or more years' service, eight (8) additional hours for each year of service.	200 hours maximum

8.02 **SCHEDULING OF VACATION**

In determining vacation periods, the employee's immediate supervisor shall give consideration to employee's preferences, and in case of conflict, a first come - first served basis shall govern. However, no vacation period may be scheduled more than one (1) year in advance of the start of the vacation requested. Vacation requests must be dated and submitted in writing to the employee's immediate supervisor, and the employee's immediate supervisor shall provide a written response within five (5) working days for non-priority vacation. Priority vacation requests may be made throughout the month of December for the following calendar year. The five-day response requirement for typical vacation requests shall not apply to priority vacation requests. The employee's immediate supervisor shall respond to priority vacation requests no later than January 10 of the following year.

Such priority vacation requests shall be granted according to seniority, with each employee receiving a maximum of two (2) weeks of vacation leave before any additional time is granted to another employee. Priority vacation cannot be changed once approved, and an employee on priority vacation cannot be forced for involuntary overtime.

8.03 **VACATION PAY UPON TERMINATION**

An individual terminating employment with the City will be paid available earned, but not taken, vacation time through the last day of work.

Article 9
9.01

INSURANCE
HEALTH INSURANCE

The Employer shall provide employees and their dependents with health insurance coverage. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. An

employee must work at least fifteen (15) days in a month to qualify for the Employer payment of the premium. All paid time off work shall count as time worked for computing the fifteen (15) days minimum. Employees selecting single coverage shall be responsible for fifteen percent (15%) of the monthly single premium. Employees selecting family coverage shall be responsible for 15% of the monthly family premium. Should the Employer determine to change carriers, the employees and the Union shall be notified in advance of the effective date of the change. Coverage levels substantially comparable to those in effect on July 1, 2010, shall be maintained, and shall include the following basic benefits:

	<u>Single Plan</u>	<u>Family Plan</u>
Deductible	\$1,000	\$3,000
Co-Insurance	70/30	70/30
Out-of-Pocket Maximum	\$3,000	\$9,000
Office visit co-pay of \$25 per visit		
Emergency Room visit of \$200 per visit		
Prescription Drug Coverage:		
Deductible	\$100	\$200
Co-Payments per prescription	Generic	\$8
	Name Brand	\$35
	Out of Formulary	\$50

Notwithstanding the above employee liabilities, the Employer shall reimburse employees up to \$2,000 per year per person for incurred medical deductibles, co-payments, prescription drug deductibles and co-payments. Employees may use up to \$250 per year per covered person of the \$2,000 medical reimbursement for covered dental and vision services.

9.02 LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT ("AD&D") INSURANCE

The Employer shall provide, at no cost to each employee, coverage in an amount not less than \$25,000 per employee for term life insurance and \$25,000 for AD&D insurance. Employees may purchase additional life insurance coverage at the employee's cost.

9.03 DENTAL INSURANCE

The Employer shall provide employees and their families with dental insurance. Employees shall be responsible for payment of fifteen percent (15%) of either the single or family monthly premium as selected by the employee. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. Covered benefits include no deductible and 100% coverage for preventative care. Basic services are paid at 80% and Major services at 50%. Orthodontic services for children under age 19 to a lifetime maximum of \$1,000. For services other than preventative, single employees are responsible for a \$25 deductible and families are responsible for a \$75 deductible.

9.04 VISION CARE

The Employer shall provide employees and their families with vision insurance. Employees shall be responsible for payment of fifteen percent (15%) of either the single or family monthly premium as selected by the employee. Coverage provisions and co-pays shall be according to the VSP preferred provider plan.

9.05 LONG TERM DISABILITY INSURANCE

The Employer shall provide employees with long term disability insurance which provides benefits of up to sixty percent (60%) of **monthly** earnings.

9.06 PRE-TAX REIMBURSEMENT ACCOUNT

All employees eligible to participate in the insurance programs may participate in the Employer's flexible spending plan, which under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

Article 10 INSERVICE TRAINING

10.01 SCHEDULING AND PAY

For the purpose of education and increasing the professionalism of the department, the Chief may schedule and conduct inservice training seminars during the fiscal year. Training sessions may be run in conjunction with shift meetings or at such other times as the Chief may determine such training necessary. The Employer shall reimburse the employees required to attend inservice training for their time in attendance at any such session, providing they are not on duty at the time of the required training session. Employees shall be reimbursed at their regular rate of pay or with overtime, if applicable, and will be eligible for reimbursement of all pre-approved training costs and expenses.

Article 11 WAGES

11.01 WAGE RATES

Employees shall be compensated for their regular straight-time hours worked pursuant to the schedule set forth in Exhibit A, Police Department Wage Schedule, a copy of which is attached and incorporated by this reference as though fully set forth in it. All hourly wage rates in Exhibit A shall increase two and three-quarters (2.75%) effective July 1, 2019, three percent (3.00%) effective July 1, 2020, and two and three-quarters percent (2.75%) effective July 1, 2021.

Officers that are hired with three or more years' experience as a full-time law enforcement officer and are already certified through the Iowa Law Enforcement Academy will start at "1 yr" on the salary schedule as found in Exhibit A.

11.02 PAY PERIOD AND PAY DAY

Employees will be paid by direct deposit twelve times per year by the fifth day of the month for hours worked the previous pay period. In the event pay day is a Saturday, Sunday, or holiday, employees will be paid on the last

weekday prior.

11.03 SHIFT DIFFERENTIAL

Employees shall receive the following shift differentials in addition to their regular straight-time hourly rates. Shift differential will be paid out on a separate check between December 1 and December 15 of each year. Shift differential is to be paid to those who work regularly scheduled evening and night shifts. Employees engaging in occasional work or overtime work occurring during these hours shall not be entitled to such pay:

Shift starts between 1100 and 1700	\$750/Calendar Year
Shift starts between 1701 and 0559	\$1,000/Calendar Year

11.04 JOB CLASSIFICATIONS AND PAY GRADES

For the purpose of the administration of the Agreement, the employees within the Bargaining Unit shall be divided into the following job classifications which shall be assigned to the designated wage rates in Exhibit A:

Job Classifications
Police Officer
Investigator

Article 12 FINALITY AND EFFECT OF AGREEMENT

12.01 EFFECTIVE PERIOD

This Agreement shall be effective from July 1, 2019, and shall be in full force and effect through June 30, 2022.

12.02 SIGNATURES AND WITNESSES

In witness thereof, the parties have caused this contract to be executed by their duly authorized representatives this ____ day of _____, 2019.

EMPLOYER:

NORTH LIBERTY, IOWA

Mayor

Ryan Heiar
City Administrator

Wilford H. Stone
City Chief Negotiator

UNION:

PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES,
Local Union 2003, IUPAT

Employee Representative

Employee Representative

Mark Hubbard
Business Representative

EXHIBIT A

**POLICE DEPARTMENT HOURLY WAGE RATES
July 1, 2019 - June 30, 2022**

Non-certified 80% of Start wage rate first 6 months
 90% of Start wage rate second 6 months

New Hire Certified Officer 90% of Start rate first 6 months. Note, new officers with three or more years' experience, as described in Article 11.0,1 will start at the "1 yr" wage rate rather than the "Start" wage rate. Those officers shall receive 90% of the "1 yr" wage rate for their first 6 months.

July 1, 2019

	Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr
Police Officer	\$24.48	25.63	26.77	27.92	29.08	30.22	31.39	32.54	33.69

July 1, 2020

	Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr
Police Officer	\$25.21	26.40	27.57	28.76	29.95	31.13	32.33	33.52	34.70

July 1, 2021

	Start	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr
Police Officer	\$25.90	27.13	28.33	29.55	30.77	31.99	33.22	34.44	35.65

Investigator 50 cents per hour in addition to the officer's salary step hourly rate

Employees shall advance to the next step on the above wage schedule upon completion of the required length of service based on the date of the employee's original date of hire. Such advancement shall be automatic.



**MEMORANDUM OF UNDERSTANDING
REGARDING SPECIAL ASSIGNMENT TO THE
JOHNSON COUNTY DRUG TASK FORCE**

This document represents the understanding between the City of North Liberty (“City”) and PPME as required by the Collective Bargaining Agreement between the parties regarding Officer Casey Wood’s appointment to the Johnson County Drug Task Force (“DTF”). The Collective Bargaining Agreement requires the parties to reach an agreement regarding a special assignment’s supplemental pay and benefits.

1. Appointment to the DTF is a three (3) year special assignment subject to the City’s discretion at any time to reassign or remove the employee from the special assignment. This assignment is subject to a two (2) year extension based on department staffing needs. Officer Wood’s appointment will begin January 1, 2019 and will end December 31, 2022 (subject to the City’s discretion as noted above).
2. The DTF member shall continue to receive pay and other benefits consistent with the Collective Bargaining Agreement, but shall receive an additional fifty (50) cents per hour in compensation.
3. The City will provide the DTF member with a “take home” car and fuel as long as the officer lives within the City’s mileage allowance (without an exception), cell phone, laptop computer with police software, a body-worn camera, and an audio digital recording device. With approval from the Chief of Police, the City will also provide any hazardous safety equipment not provided by the DTF. These items are to be used for business related to DTF police work only.

Dated this _____ day of _____, 2019.

For the City

Casey Wood

For the Union

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NORTH LIBERTY AND PPME LOCAL 2003
Effective July 1, 2019 through June 30, 2022

This letter of understanding between the City of North Liberty and PPME shall be effective for the 2019-2022 contract. Over the course of this contract, officers shall be reimbursed for a pair of boots, up to \$150.00 with proof of receipt. All footwear shall be approved by the Chief or the Chief's designated representative. This letter of understanding shall expire on June 30, 2022, unless mutually agreed to in writing by the parties.

EMPOYER:

NORTH LIBERTY, IA

Mayor

Ryan Heiar
City Administrator

Wilford H. Stone
City Chief Negotiator

UNION:

PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES,
Local Union 2003, IUPAT

Employee Representative

Employee Representative

Mark Hubbard
Business Representative

Memorandum of Agreement
Between the City of North Liberty Police Department
And
PPME Local 2003
Regarding Labor Management Committee


1. The parties agree to form a Labor-Management Committee.
2. The Committee shall meet at the request of either party on a mutually agreed upon time, but not more than once per month. If held during an employee's working hours, employees will be released from duty with pay to attend a meeting.
3. The purpose of the meetings is to afford both parties a forum in which to communicate on items of interest to either party.
4. Both parties recognize that any recommendations growing out of any meetings are not binding.
5. In order to allow sufficient time to prepare for a meeting, each party shall submit an agenda setting forth the items it wishes to discuss at the meeting, and a list of those who will attend at least five (5) days prior to the meeting date. No other items will be considered unless mutually agreed upon by the parties.
6. All meetings of the Committee shall be confidential.
7. The parties may, by mutual agreement when an understanding is reached during the Committee meetings, post the results thereof as a means of communicating this information to all employees.
8. Meetings shall last up to one (1) hour unless extended by mutual agreement.
9. The Committee shall be composed of the following:
 - A. Up to 3 persons selected by the Employer.
 - B. Up to 3 persons selected by the Union including the Business Representative.
10. Both parties may invite additional persons to attend if relevant to the topic under discussion.
11. A representative of the Employer and a representative of the Union shall serve as co-chairs of the Committee, and shall maintain accurate minutes on subjects that have been "resolved" as well as topics still "open."
12. Grievances, prohibited practice complaints, contract negotiations and pending actions before a state or federal agency are not eligible agenda topics. Although grievances may not be discussed, topics that could lead to grievances may be discussed.
13. Nothing contained in this Memorandum of Agreement shall constitute a past practice.
14. This Agreement shall have effect upon execution by both parties and remain in effect until such time as either party provides written notice to the other that it wishes to terminate this Memorandum of Agreement.



City of North Liberty

11.18.13

Date



PPME Local 2003

11-18-13

Date

**MEMORANDUM OF UNDERSTANDING
REGARDING THE NORTH LIBERTY POLICE
DEPARTMENT CANINE OFFICER POSITION
October 23, 2017-September 30, 2023¹**

This document represents the understanding between the City of North Liberty (“City”) and PPME (“PPME” or “Union”) as required by the Collective Bargaining Agreement (“CBA”) between the parties regarding Officer Ben Campbell’s appointment to the Canine Handler position for the City of North Liberty Police Department. The CBA requires the parties reach an agreement regarding a special assignment’s supplemental pay and benefits.

1. Appointment to Canine Handler is a minimum six (6)-year commitment. Appointment to the canine position will commence upon receipt of the drug dog on or about October 23, 2017, and terminate no sooner than six years after the dog’s arrival. However, the City may terminate the appointment at its discretion if the officer is not fulfilling the position’s commitments or if the canine becomes unable to work as an Officer. Furthermore, the City and the Union may agree to extend the appointment upon the expiration of this Memorandum of Understanding; however, both parties must agree to such extension in writing.
2. The Canine Handler shall continue to receive pay and other benefits consistent with the CBA. In addition to those pay and benefits, PPME, the City, and the Canine Handler agree that the Canine Handler shall be compensated for an additional eight (8) hours per month for the ordinary care-taking and training of the canine to compensate the Canine Handler for time spent off duty in the care and maintenance of the assigned canine. In the event that extraordinary care is required (e.g., time spent in trips for veterinary care), that time shall be captured by the Canine Handler and reported to the employer for compensation.
3. The Canine Handler will be on a rotating eight (8) or ten (10) hour shift.
4. If the Canine Handler is requested by a Supervisor to respond to an incident while off-duty, the Handler shall receive a minimum of two (2) hours of pay.
5. The Handler agrees that eight (8) hours each month he/she will be off the patrol schedule for training purposes. All training must be approved by the Chief of Police or his/her designee.
6. The Canine Handler shall assume all responsibility for the canine and is responsible for the dog’s care and well-being. The Canine Handler may have to give up any other dogs as determined by the department. The Handler shall house the canine at the Handler’s residence in a safe and secure manner with adequate provisions and facilities to properly care for the health and well-being of the canine. The Handler is required to provide proof of homeowners’ insurance

¹ October 24, 2017-September 30, 2023 is an estimated time based on the drug dog’s estimated arrival. The exact date this Memorandum of Understanding begins on the date of the drug dog’s arrival. The Memorandum of Understanding shall terminate six (6) years after the date of the drug dog’s arrival.


which will protect him/her from any off-duty liability. If the canine is injured, or death occurs due to recklessness or negligence, the officer shall reimburse the City for the cost of the canine.

7. The City will provide the Canine Handler with a "take home" car, fuel, cell phone, laptop computer with police software and a body camera to be used for official purposes, to transport the canine to and from work or for other canine well-being needs. The vehicle will be equipped with canine equipment for the safety and well-being of the canine. The City will maintain the vehicle and equipment inside the vehicle.
8. The City will provide incidental expenses for the canine such as food, bowls, leashes, harnesses, veterinary services, training material, outdoor dog kennel/run, etc. The Handler shall provide receipts for incidental expense reimbursement.
9. Veterinary services for the canine, except in an emergency, shall be performed by a veterinarian approved by the City.
10. If the Canine Handler anticipates being out of town and separated from the canine for an extended period of time, he/she must notify the Chief of Police and make proper arrangements for the care of the canine. The Canine Handler must receive approval from the Chief of Police in order to utilize a boarding kennel. The Handler will not be compensated (one (1) hour per day) while the canine is at a boarding kennel.
11. The City will provide the Canine Handler with department approved uniforms and training uniforms.
12. The Canine Handler shall agree to take possession and ownership of the canine if the canine is retiring from duty or relieved from duty due to injury, or if the handler is transferred, promoted or retires and a decision is made not to retrain the canine for another Handler.
13. The Canine Handler will retain and submit canine reports and evaluations requested by the department.
14. The Canine Handler shall be allowed one (1) paid day of bereavement leave due to the death of the canine, unless the death was a result of recklessness or negligence.

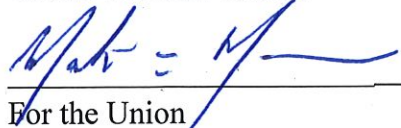
Dated this 13th day of SEPTEMBER, 2017



For the City



Canine Handler/Officer



For the Union

Sanitary Sewer Upgrades Bid Package #3



Resolution No. 2019-43

RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE SANITARY SEWER UPGRADES BID PACKAGE #3 PROJECT

WHEREAS, the City Council of the City of North Liberty, Iowa, has heretofore given preliminary approval to the plans, specifications, and estimate of cost (the "Contract Documents") for the proposed Sanitary Sewer Upgrades Bid Package #3 Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project and the taking of bids therefor; and

WHEREAS, a hearing has been held on the Contract Documents on March 26, 2019;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Liberty, Iowa, as follows:

Section 1. The City Council hereby delegates to the City Clerk and/or the Project Engineer the duty of receiving bids for the Project until 10:00 o'clock a.m. on April 2, 2019 at the City Administration Building in the City. At such time and place the City Clerk and/or the Project Engineer open such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on April 9, 2019 at 6:30 p.m. at City Council Chambers in the City.

Section 2. The City Clerk is hereby authorized and directed to give notice of the hearing and taking of bids by publication as required by law, which publication shall be made not less than 4 and not more than 45 days prior to the date for receipt of bids and not less than 4 and not more than 20 days prior to the date of the said hearing. The said notice shall be in the form substantially as attached to this resolution.

Section 3. "Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

APPROVED AND ADOPTED this 26th day of March, 2019.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

Fence Ordinance Amendment



Amendment proposal to disallow most barbed wire and electric fence in North Liberty.

Changes shown in red.

169.05 FENCE REQUIREMENTS. The provisions of this section apply to the construction, alteration, moving, and repair of any fence within the jurisdiction.

1. **Permit Required.** Each application for a fence permit shall be submitted prior to the installation or alteration of a fence. The application shall be accompanied by a plot plan, in duplicate, drawn to scale, showing the actual dimensions of the lot; the size, shape, and location of all existing buildings; location, height, and material type of the proposed fence; and such other information as may be necessary to provide for the enforcement of this section. A record of applications and plans shall be kept in the Code Official's office.
2. **Application Fee.** A fee for the fence permit shall be charged. The fee shall be set by the City and shall be available at the office of the Code Official.
3. **Review.** All applications for fence permits shall be submitted to the Code Official for review and approved prior to permit issuance. Each application shall include data necessary to show that the requirements of this code are met.
4. **Expiration.** Every fence permit issued by the Code Official under the provisions of this code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 180 days from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced, for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee. Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Code Official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.
5. **Inspection Required.** Upon completion of the work the applicant or owner shall notify the Code Official that the work is completed. A final inspection shall be performed to assure compliance with this code.
6. **Height.** The height of all fences, retaining walls, and hedges located within a front, side, or rear yard shall not exceed those found in Table 169-C.

TABLE 169-C – MAXIMUM FENCE HEIGHTS^{1, 2}

District	Front Yard	Side Yard	Rear Yard
R Zones	38 inches ⁴	8 feet	8 feet
All Other Zones	38 inches ⁴	16 feet ³	16 feet ³

1 At street intersections, no fence, retaining wall or hedge more than 10 percent solid or three feet above the street level shall be located within a triangular area composed of two of its sides and twenty-five feet in length and measured along the right-of-way lines from the point of intersection of the above-referenced lines.

2 No chain-link fence shall be located within any portion of the front yard.

3 If adjoining residential district maximum 8-ft.

4 On a corner lot property, a 6-foot-high privacy fence may be erected on that portion of the lot at the rear of the house provided the fence is erected a minimum of 15 feet from any sidewalk, driveway, or right-of-way line. Said fence shall comply in all other respects with the fence requirements.

7. **Location.** Fences and hedges shall be located entirely within the confines of the property lines except for fences located next to a public or private alley shall maintain a minimum 2-foot

separation between the fence and alley line. No fence, wall, or hedge shall encroach on or obstruct a public sidewalk.

8. Fence Materials.

- A. Barbed Wire. It is unlawful for any person to erect, construct, keep, or maintain any barbed wire fence within the City except when the barbed wire fence is erected, constructed, and maintained in compliance with the provisions contained in the *Code of Iowa* and used on property zoned for Interim Development use, provided the property has been used for the purpose of enclosing livestock within the preceding 24-month period. Barbed wire fences shall ~~be permitted in a commercial or industrial zoning district, provided that the bottom strand of barbed wire is not less than 6½ feet above grade,~~ not be permitted in any other district.
- B. Electric Fences. It is unlawful for any person to erect, construct, keep, or maintain any electric fence in any zoning district within the City, except for the enclosure of livestock operations located in an Interim Development District, provided the property on which the livestock operation is located does not adjoin property that is zoned or used for any residential purposes.
- C. Barbed Wire and ~~Election~~-Electric Fences. Barbed wire and electric fences, when allowed in the limited circumstances specified within sections A and B of this section, are prohibited in any zoning district or in conjunction with any use or operation when any such fence is, are prohibited from being located located within five feet of an adjoining residential property, a public sidewalk, or a street right-of-way line where a public sidewalk does not exist.
- D. Metal Fences. Metal fences shall consist of galvanized or vinyl-covered chain link material, including all supporting frame posts and rails.
- E. Wood Fences. Wood fences shall consist of a treated or decay-resistive material. Posts and supports for the wood fence shall be located on the inside of the fence on the property on which the fence is constructed.

9. Prohibited Fence Material. The following fences are prohibited, except as provided in this chapter or for permitted agricultural residential gardening uses to protect against rodents, vermin, and pests:

- A. Wooden snow fence;
- B. Welded wire fence;
- C. Panel fence;
- D. Plastic snow/safety fence; and
- E. Chicken wire.

A snow fence may be erected on a temporary basis, not to exceed six months, to alleviate the adverse effects of drifting snow or to warn and prevent access to an area by unauthorized persons. When erected on a temporary basis to prevent access of unauthorized persons to any area, a snow/safety fence shall be removed within 24 hours after the elimination of the reason for which the fence was erected originally.

10. Installation and Maintenance. All fences shall be constructed in a workmanlike manner with approved materials and installed to withstand wind load of 30 pounds per square foot. All fences shall be maintained and repaired as needed. The owner of the property upon which the fence is constructed is required to maintain the fence.

ORDINANCE NO. 2019-04

AN ORDINANCE AMENDING CHAPTER 169, ZONING CODE - DEVELOPMENT REGULATIONS OF THE NORTH LIBERTY CODE OF ORDINANCES TO REVISE REGULATIONS ON BARBED WIRE AND ELECTRIC FENCES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY, IOWA:

SECTION 1. AMENDMENTS.

169.05 FENCE REQUIREMENTS. The provisions of this section apply to the construction, alteration, moving, and repair of any fence within the jurisdiction.

1. **Permit Required.** Each application for a fence permit shall be submitted prior to the installation or alteration of a fence. The application shall be accompanied by a plot plan, in duplicate, drawn to scale, showing the actual dimensions of the lot; the size, shape, and location of all existing buildings; location, height, and material type of the proposed fence; and such other information as may be necessary to provide for the enforcement of this section. A record of applications and plans shall be kept in the Code Official's office.
2. **Application Fee.** A fee for the fence permit shall be charged. The fee shall be set by the City and shall be available at the office of the Code Official.
3. **Review.** All applications for fence permits shall be submitted to the Code Official for review and approved prior to permit issuance. Each application shall include data necessary to show that the requirements of this code are met.
4. **Expiration.** Every fence permit issued by the Code Official under the provisions of this code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 180 days from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced, for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee. Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Code Official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.
5. **Inspection Required.** Upon completion of the work the applicant or owner shall notify the Code Official that the work is completed. A final inspection shall be performed to assure compliance with this code.
6. **Height.** The height of all fences, retaining walls, and hedges located within a front, side, or rear yard shall not exceed those found in Table 169-C.

TABLE 169-C - MAXIMUM FENCE HEIGHTS^{1,2}

District	Front Yard	Side Yard	Rear Yard
R Zones	38 inches ⁴	8 feet	8 feet
All Other Zones	38 inches ⁴	16 feet ³	16 feet ³

- 1 At street intersections, no fence, retaining wall or hedge more than 10 percent solid or three feet above the street level shall be located within a triangular area composed of two of its sides and twenty-five feet in length and measured along the right-of-way lines from the point of intersection of the above-referenced lines.
- 2 No chain-link fence shall be located within any portion of the front yard.
- 3 If adjoining residential district maximum 8-ft.
- 4 On a corner lot property, a 6-foot-high privacy fence may be erected on that portion of the lot at the rear of the house provided the fence is erected a minimum of 15 feet from any sidewalk, driveway, or right-of-way line. Said fence shall comply in all other respects with the fence requirements.

7. Location. Fences and hedges shall be located entirely within the confines of the property lines except for fences located next to a public or private alley shall maintain a minimum 2-foot separation between the fence and alley line. No fence, wall, or hedge shall encroach on or obstruct a public sidewalk.
8. Fence Materials.
 - A. Barbed Wire. It is unlawful for any person to erect, construct, keep, or maintain any barbed wire fence within the City except when the barbed wire fence is erected, constructed, and maintained in compliance with the provisions contained in the *Code of Iowa* and used on property zoned for Interim Development use, provided the property has been used for the purpose of enclosing livestock within the preceding 24-month period. Barbed wire fences shall not be permitted in any other district.
 - B. Electric Fences. It is unlawful for any person to erect, construct, keep, or maintain any electric fence in any zoning district within the City, except for the enclosure of livestock operations located in an Interim Development District, provided the property on which the livestock operation is located does not adjoin property that is zoned or used for any residential purposes.
 - C. Barbed Wire and Election Fences. Barbed wire and electric fences, when allowed in the limited circumstances specified within sections A and B of this section, are prohibited from being located within five feet of an adjoining residential property, a public sidewalk, or a street right-of-way line where a public sidewalk does not exist.
 - D. Metal Fences. Metal fences shall consist of galvanized or vinyl-covered chain link material, including all supporting frame posts and rails.
 - E. Wood Fences. Wood fences shall consist of a treated or decay-resistive material. Posts and supports for the wood fence shall be located on the inside of the fence on the property on which the fence is constructed.
9. Prohibited Fence Material. The following fences are prohibited, except as provided in this chapter or for permitted agricultural residential gardening uses to protect against rodents, vermin, and pests:

- A. Wooden snow fence;
- B. Welded wire fence;
- C. Panel fence;
- D. Plastic snow/safety fence; and
- E. Chicken wire.

A snow fence may be erected on a temporary basis, not to exceed six months, to alleviate the adverse effects of drifting snow or to warn and prevent access to an area by unauthorized persons. When erected on a temporary basis to prevent access of unauthorized persons to any area, a snow/safety fence shall be removed within 24 hours after the elimination of the reason for which the fence was erected originally.

10. Installation and Maintenance. All fences shall be constructed in a workmanlike manner with approved materials and installed to withstand wind load of 30 pounds per square foot. All fences shall be maintained and repaired as needed. The owner of the property upon which the fence is constructed is required to maintain the fence.

SECTION 2. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on March 12, 2019.
Second reading on _____.
Third and final reading on _____.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2019-04 in the North Liberty *Leader* on the ___ day of _____, 2019.

TRACEY MULCAHEY, CITY CLERK

Open Burning Ordinance Amendment



Additions

Deletions

105.05 OPEN BURNING RESTRICTED.

No person shall allow, cause or permit open burning of combustible materials where the products of combustion are emitted into the open air without passing through a chimney or stack, except that open burning is permitted in the following circumstances:

1. Disaster Rubbish. The open burning of rubbish and landscape waste created by a disaster in the City but only for the duration of the official community disaster period as declared by the Mayor.
2. Recreational Fires and Fire Pits. Open fires for cooking, heating and recreation (e.g., small campfires).
 - A. Such fires shall not cause a nuisance to the public.
 - B. Such fires shall be constantly attended and supervised by a person 18 years or older until the fire has been completely extinguished. A portable fire extinguisher with a minimum 4-A rating or garden hose must be readily available.
 - C. Only dry seasoned natural firewood or commercial logs may be burned. Burning of rubber tires, lumber, pallets, scrap wood, green wood, tree trimmings with leaves, leaves, yard waste, paper, cardboard, garbage and other refuse is not permitted.
 - D. The pile size of the dry seasoned natural firewood or commercial logs cannot exceed three feet in diameter and two feet in height.
 - E. All open fires shall be performed in an approved container constructed of steel, brick or masonry or in below ground fire pits.
 - F. Portable fire pits and portable fireplaces shall be used in accordance with the manufacturer's specifications and these regulations. Portable fire pits and portable fireplaces must have a screen and a cover to prevent flying embers. Portable fire pits and portable fireplaces shall not be located less than 15 feet away from any structures or combustible materials, or on any paved or surfaced street, alley, or sidewalk.
 - G. Below ground fire pits shall be at least four inches in depth and shall be surrounded on the outside, above ground, by a noncombustible material such as steel, brick, or masonry. Below ground fire pits shall have a cover to prevent flying embers. Below ground fire pits shall not be located less than 25 feet away from any structures or combustible materials.
 - H. No burning is permitted if wind speeds exceeds (15) mph.
3. Ceremonial Fires. Generally larger fires for ceremonies or events.
 - A. Ceremonial fires require written permission of the Fire Chief and payment of the permit fee. The permit shall include a specific date and time period for the ceremonial fire.
 - B. Any person interested in conducting a ceremonial fire shall submit an application to the Fire Chief a minimum of fourteen (14) days in advance of the proposed date for the ceremonial fire.
 - C. Such fires shall not cause a nuisance to the public.

ORDINANCE NO. 2019-05

AN ORDINANCE AMENDING CHAPTER 105, SOLID WASTE CONTROL OF THE NORTH LIBERTY CODE OF ORDINANCES TO REVISE REGULATIONS ON OPEN BURNING RESTRICTIONS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY, IOWA:

SECTION 1. AMENDMENTS.

105.05 OPEN BURNING RESTRICTED.

No person shall allow, cause or permit open burning of combustible materials where the products of combustion are emitted into the open air without passing through a chimney or stack, except that open burning is permitted in the following circumstances:

1. Disaster Rubbish. The open burning of rubbish and landscape waste created by a disaster in the City but only for the duration of the official community disaster period as declared by the Mayor.
2. Recreational Fires and Fire Pits. Open fires for cooking, heating and recreation (e.g., small campfires).
 - A. Such fires shall not cause a nuisance to the public.
 - B. Such fires shall be constantly attended and supervised by a person 18 years or older until the fire has been completely extinguished. A portable fire extinguisher with a minimum 4-A rating or garden hose must be readily available.
 - C. Only dry seasoned natural firewood or commercial logs may be burned. Burning of rubber tires, lumber, pallets, scrap wood, green wood, tree trimmings with leaves, leaves, yard waste, paper, cardboard, garbage and other refuse is not permitted.
 - D. The pile size of the dry seasoned natural firewood or commercial logs cannot exceed three feet in diameter and two feet in height.
 - E. All open fires shall be performed in an approved container constructed of steel, brick or masonry or in below ground fire pits.
 - F. Portable fire pits and portable fireplaces shall be used in accordance with the manufacturer's specifications and these regulations. Portable fire pits and portable fireplaces must have a screen and a cover to prevent flying embers. Portable fire pits and portable fireplaces shall not be located less than 15 feet away from any structures or combustible materials, or on any paved or surfaced street, alley, or sidewalk.
 - G. Below ground fire pits shall be at least four inches in depth and shall be surrounded on the outside, above ground, by a noncombustible material such as steel, brick, or masonry. Below ground fire pits shall have a cover to prevent flying embers. Below ground fire pits shall not be located less than 25 feet away from any structures or combustible materials.
 - H. No burning is permitted if wind speeds exceeds (15) mph.
3. Ceremonial Fires. Generally larger fires for ceremonies or events.
 - A. Ceremonial fires require written permission of the Fire Chief and payment of the permit fee. The permit shall include a specific date and time period for the ceremonial fire.
 - B. Any person interested in conducting a ceremonial fire shall submit an application to the Fire Chief a minimum of fourteen (14) days in advance of the proposed date for the ceremonial fire.
 - C. Such fires shall not cause a nuisance to the public.

D. Such fires shall be constantly attended and supervised by a person 18 years or older until the fire has been completely extinguished. A portable fire extinguisher with a minimum 4-A rating or garden hose must be readily available.

E. Only dry seasoned natural firewood or commercial logs may be burned. Burning of rubber tires, lumber, pallets, scrap wood, green wood, tree trimmings with leaves, leaves, yard waste, paper, cardboard, garbage and other refuse is not permitted.

F. The fire shall not be located less than 50 feet away from any structures or combustible materials and no less than 25 feet from any property lines. Conditions which could cause a fire to spread within 50 feet of a structure shall be eliminated prior to ignition.

4. Training Fires. Fires set for the purpose of bona fide training of public employees and/or members of the fire department in firefighting methods, provided that the Fire Chief has received a written request and has granted permission for such burning.

5. Native Prairie Burns. Sites that are dominated by native prairie species or have been planted to native prairie species. Weedy sites may be burned in which prairie species have been planted but are not yet dominant.

A. Any person interested in conducting a native prairie burn shall submit an application to the Fire Chief a minimum of fourteen (14) days in advance of the proposed burn.

B. The Fire Chief shall ensure that persons conducting the native prairie burns possess the experience and training necessary to conduct such burning safely.

C. The Fire Chief shall approve sites, dates and times for the burning to occur.

D. The Fire Chief shall develop posting and notification requirements.

E. All the following conditions must be met:

1. Full compliance with all state and county laws, regulations and rules;

2. Full compliance with prairie burn standards set by the Fire Chief; and

3. Issuance of a permit by the Fire Chief, subject to any conditions and limitations set by the Fire Chief.

F. Any owner who burns prairie sites as permitted by this section shall be fully responsible for conducting the open burning safely and in accordance with applicable fire department, city, county and state standards at all times; shall be liable for any damages to persons or property that arise from the open burning; and shall hold the City harmless for any such damages.

6. Extinguishment Authority. Where open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the Fire Chief is authorized to order the extinguishment of the open burning operation.

7. Fees. Permit fees for ceremonial burns and prairie burns shall be set by resolution of the City Council.

SECTION 2. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____.
Second reading on _____.
Third and final reading on _____.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2019-05 in the North Liberty *Leader* on the ___ day of _____, 2019.

TRACEY MULCAHEY, CITY CLERK

D. Such fires shall be constantly attended and supervised by a person 18 years or older until the fire has been completely extinguished. A portable fire extinguisher with a minimum 4-A rating or garden hose must be readily available.

E. Only dry seasoned natural firewood or commercial logs may be burned. Burning of rubber tires, lumber, pallets, scrap wood, green wood, tree trimmings with leaves, leaves, yard waste, paper, cardboard, garbage and other refuse is not permitted.

F. The fire shall not be located less than 50 feet away from any structures or combustible materials and no less than 25 feet from any property lines. Conditions which could cause a fire to spread within 50 feet of a structure shall be eliminated prior to ignition.

4. Training Fires. Fires set for the purpose of bona fide training of public employees and/or members of the ~~volunteer~~ fire department in firefighting methods, provided that the Fire Chief has received a written request and has granted permission for such burning.

5. Native Prairie Burns. Sites that are dominated by native prairie species or have been planted to native prairie species. Weedy sites may be burned in which prairie species have been planted but are not yet dominant.

A. Any person interested in conducting a native prairie burn shall submit an application to the Fire Chief a minimum of ~~twenty one~~ ~~fourteen~~ (1421) days in advance of the proposed burn.

B. The Fire Chief shall ensure that persons conducting the native prairie burns possess the experience and training necessary to conduct such burning safely.

C. The Fire Chief shall ~~determine~~ ~~approve~~ sites, dates and times for the burning to occur.

D. ~~The Fire Chief shall develop posting and notification requirements.~~

E. ~~In addition,~~ All the following conditions must be met:

1. Full compliance with all state and county laws, regulations and rules;
2. Full compliance with prairie burn standards set by the Fire Chief; and
3. Issuance of a permit by the Fire Chief, subject to any conditions and limitations set by the Fire Chief.

F. Any owner who burns prairie sites as permitted by this section shall be fully responsible for conducting the open burning safely and in accordance with applicable fire department, city, county and state standards at all times; shall be liable for any damages to persons or property that arise from the open burning; and shall hold the City harmless for any such damages.

~~6. Prairie Burn Procedures.~~

~~A. The Fire Chief shall develop City application forms, posting, notification, posting and mailing forms, and standards for native prairie burns. subject to review and approval by the City Administrator. Any person interested in conducting a prairie burn shall submit an application to the Fire Chief a minimum of twenty one (21) days in advance of the planned burn.~~

~~B. If a burn permit is issued, the permit is contingent upon the applicant posting notice on the applicant's property and notifying adjacent property owners notifying by mail all~~

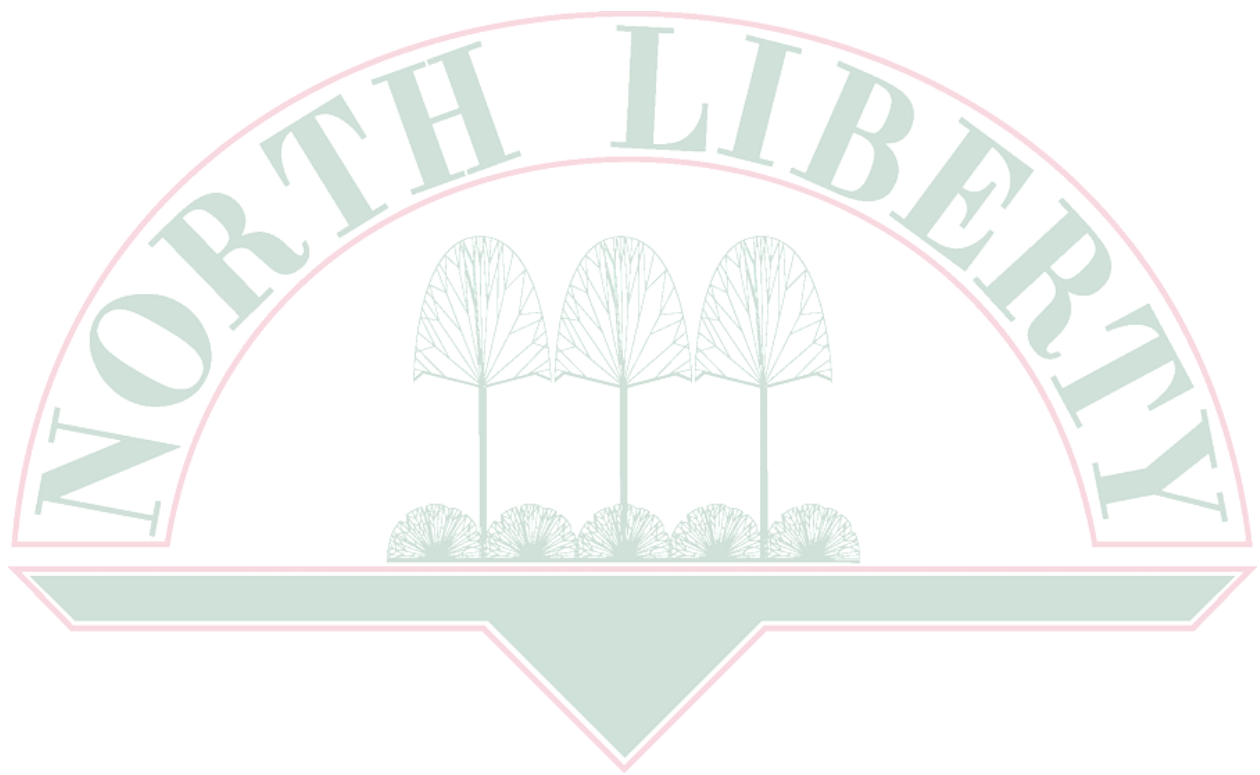
affected property owners whose properties are within one-quarter (1/4) mile of the proposed burn site and all residents of the same properties a minimum of ten (10) days prior to the proposed burn. In the event one or more persons required to be notified as set out in this section object to the prairie burn and the Fire Chief finds that one or more objections are valid in terms of potential health or safety issues presented or created by the prairie burn, the Fire Chief reserves the right to modify or revoke the permit.

C. Any owner who burns prairie sites as permitted by this section shall be fully responsible for conducting the open burning safely and in accordance with applicable fire department, city, county and state standards at all times; shall be liable for any damages to persons or property that arise from the open burning; and shall hold the City harmless for any such damages.

7. Extinguishment Authority. The Fire Chief or any authorized representative of the North Liberty Fire Department is authorized to order the extinguishment of any burning that is deemed to create a nuisance, hazard, or dangerous condition or situation, due to atmospheric conditions or other unanticipated factors or circumstances. Where open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the Fire Chief is authorized to order the extinguishment of the open burning operation.

8. Fees. Permit fees for ceremonial burns and prairie burns shall be set by resolution of the City Council.

Additional Information





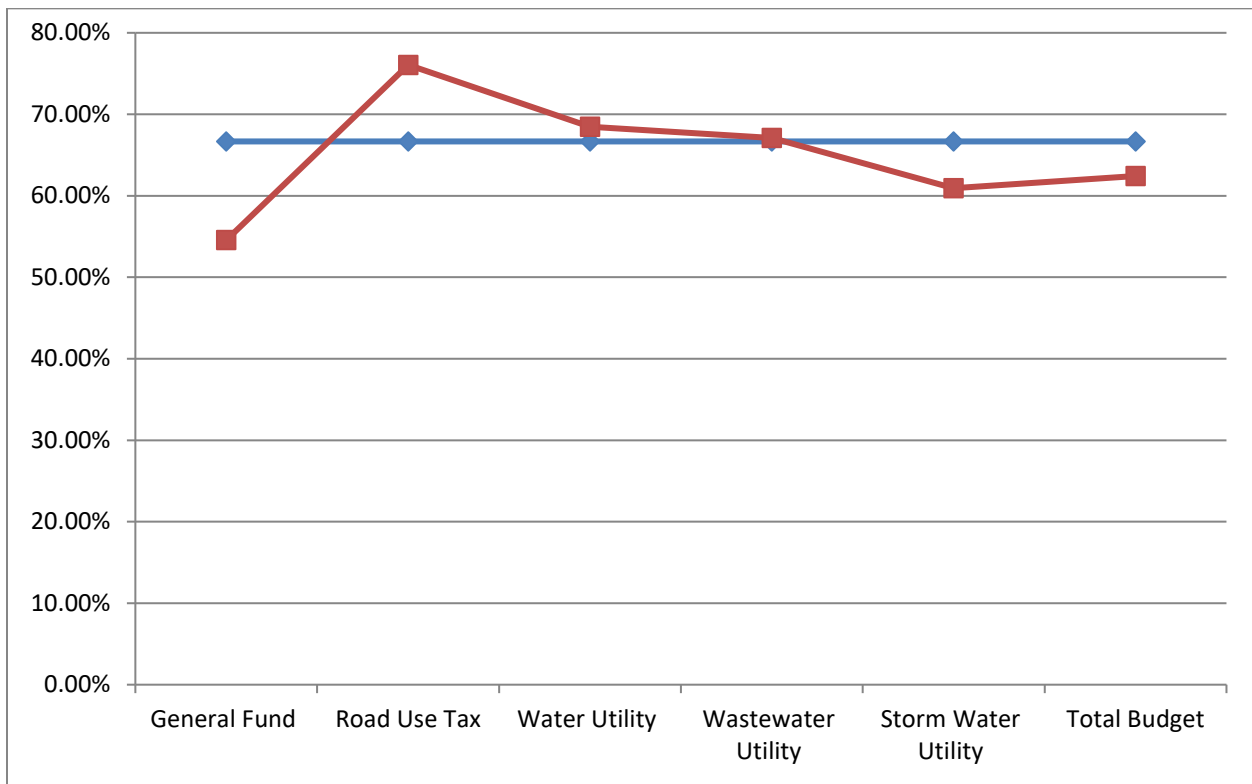
Financial Report
February 28, 2019

City staff are pleased to submit the unaudited monthly financial report for the month of February 2019. At the end of the month, the City was 66.67% through the budget year. Total revenues received for the month were \$3,732,898.70. Total expenditures for the month were \$2,865,825.49. The total cash balance as of February 28, 2019 was \$18,856,029.00.

The red line indicates the percentage where the budget area is and blue line is the percentage of the budget year. Any particular area falling approximately 10% below or above the percentage of the budget year will be explained below.

Revenues

The following chart demonstrates the condition of the City's budgeted revenues as of February 28, 2019:

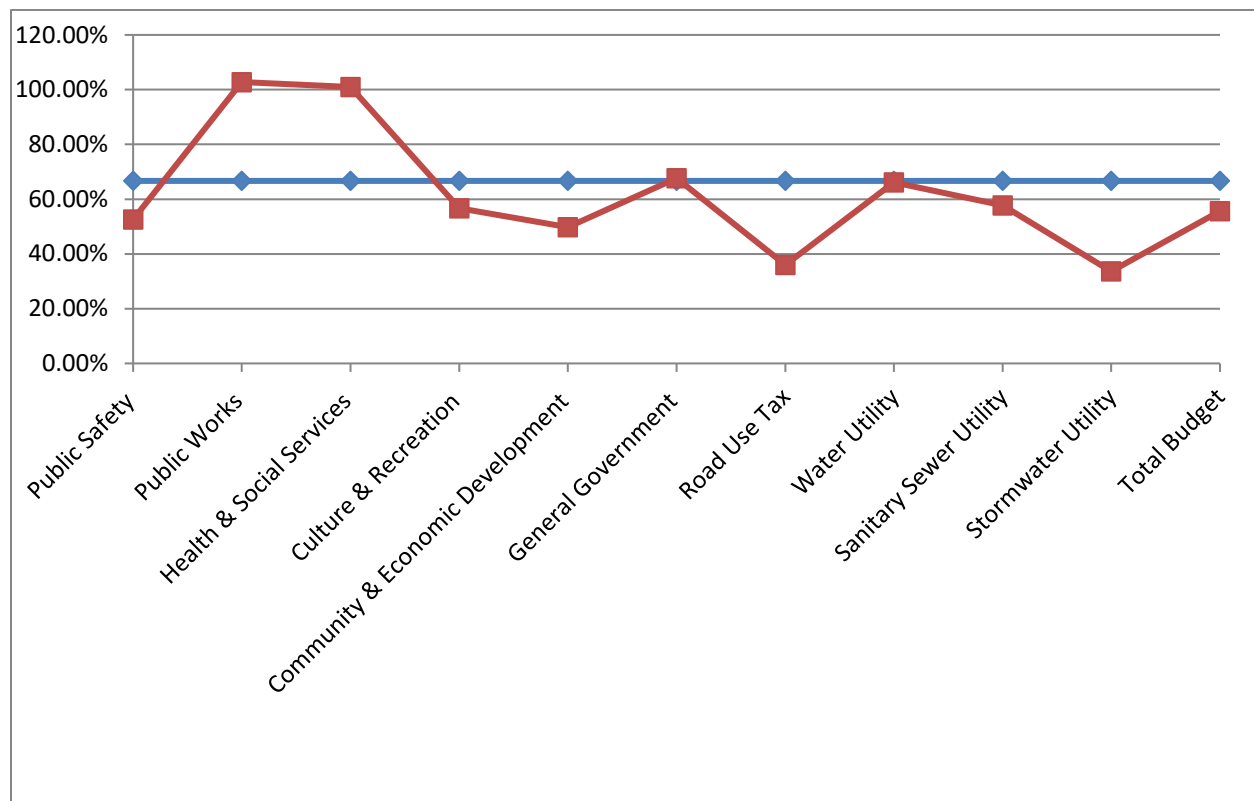


- This chart represents the historical view at the end of the month.
- The General Fund is right where it is expected at 54.56% of the budgeted amount. The next tax receipt will be received in April and will bring this fund in line with budget percentages.
- Utility revenues are all on track.
- Overall revenues are right on track for the fiscal year to date principally due to property tax receipts being received in October.

Overall revenues for the fiscal year to date are \$32,065,389.32, 62.43% of the budgeted amount.

Expenditures

The following chart demonstrates the condition of the City's budgeted expenditures as of February 28, 2019:



- Health and Social Services is exceeding the percentage of expenditures for the year to date. Grants for social service programs were made in July.
- Public Works is exceeding the budgeted amount due to increased refuse collection fees. These are pass through expenses.
- Community and Economic Development are below the budgeted percentage due to expenses not being expended.
- Road Use Tax and Stormwater Utility expenses are more than 10% below budgeted projections due to many transfers occurring at the end of the fiscal year in June.

Year to date total expenditures are \$28,736,665.30 or 55.66% of the projected budget amounts. This amount is right on par for the portion of the fiscal year completed.

Treasurer’s Report

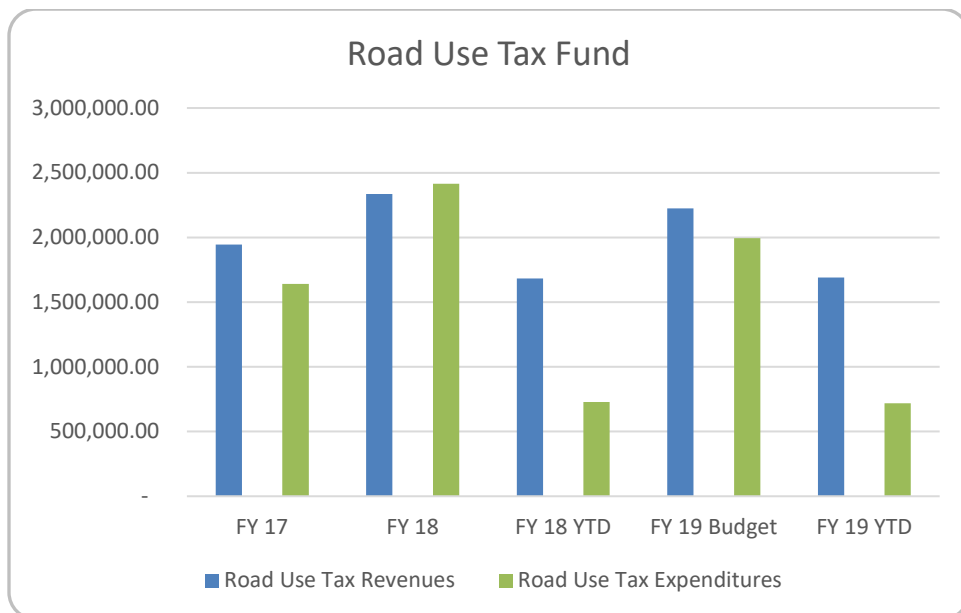
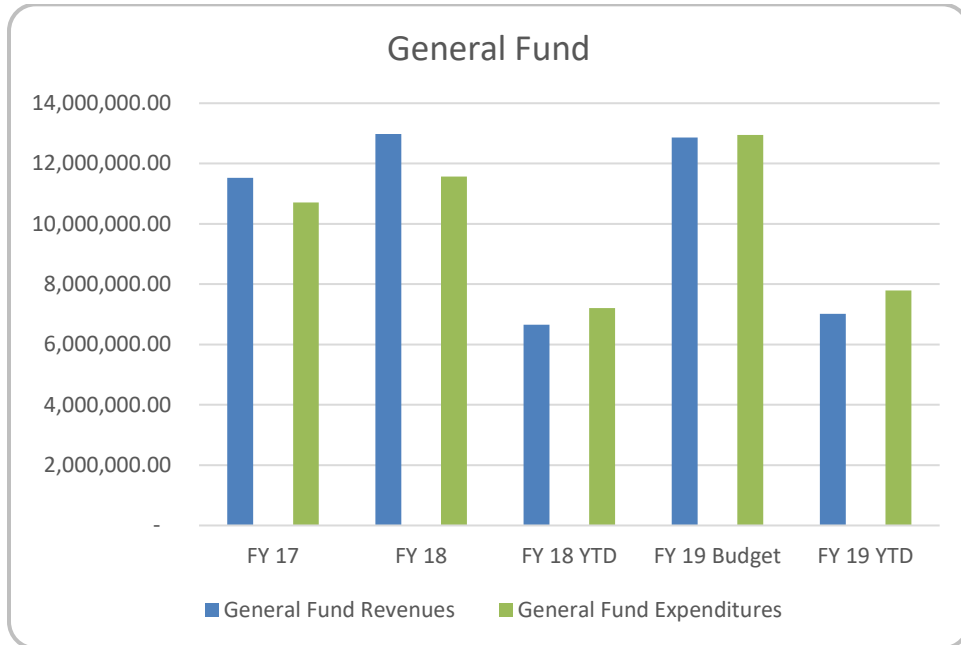
Following is the Treasurer’s Report for February. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 5,072,216.56. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those funds obligated for future specific types of expenditures.

CITY OF NORTH LIBERTY
 TREASURER’S REPORT
 February 28, 1019

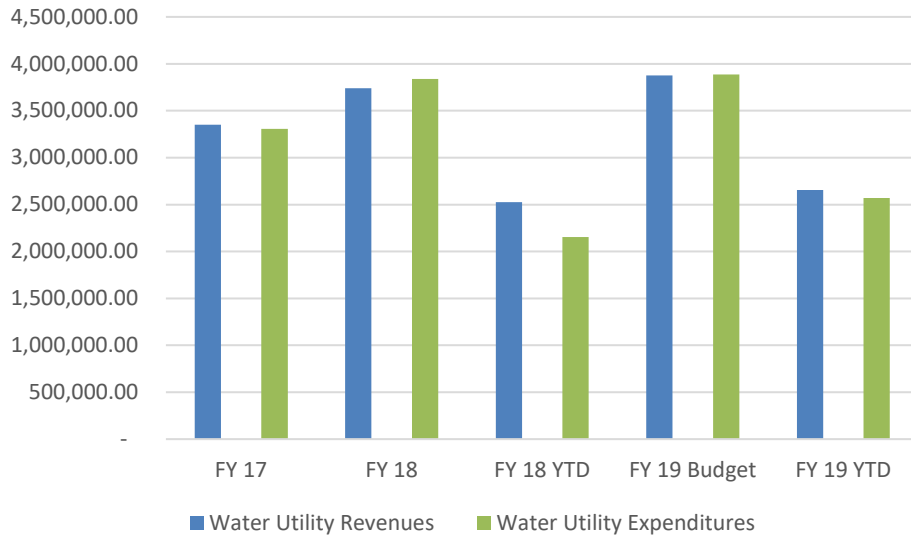
FUNDS	BALANCE FORWARD	REVENUE	EXPENSE	BALANCE ENDING
	02/01/2019			02/28/2019
GENERAL	7,940,290.49	405,181.23	1,010,981.23	7,334,490.49
SPECIAL REVENUE	6,854,427.47	212,874.88	124,016.51	6,943,285.84
DEBT SERVICE	604,047.53	2,556.63	0.00	606,604.16
CAPITAL PROJECTS	-8,788,740.29	1,995,620.78	245,789.94	-7,038,909.45
WATER ENTERPRISE	4,535,552.35	432,054.88	289,310.17	4,678,297.06
WASTEWATER ENTERPRISE	6,644,914.69	621,435.56	1,184,238.73	6,082,111.52
STORM WATER ENTERPRISE	242,518.15	17,405.11	9,773.88	250,149.38
TOTAL	18,033,010.39	3,687,129.07	2,864,110.46	18,856,029.00

Summary Charts

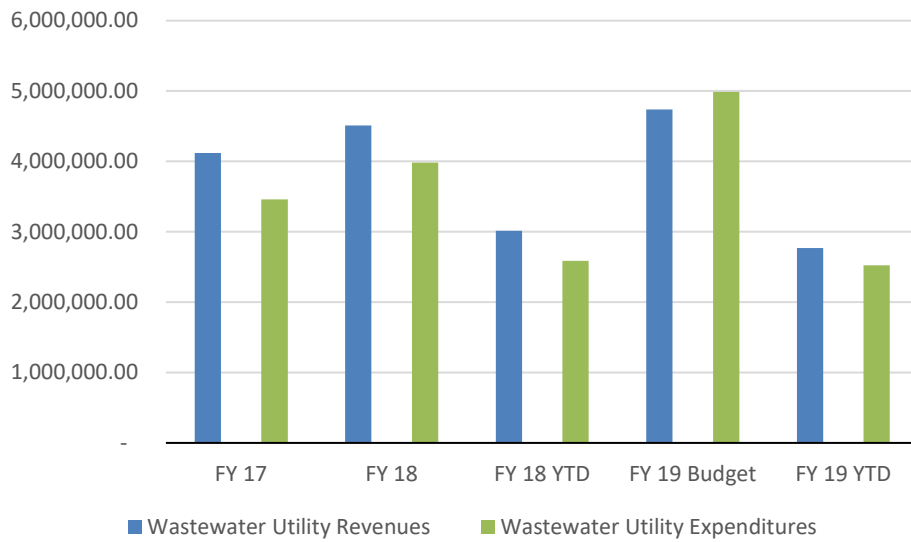
Following are comparison charts of revenues and expenditures for the past two fiscal years, the previous fiscal year to date, this fiscal year's budget and this fiscal year to date.

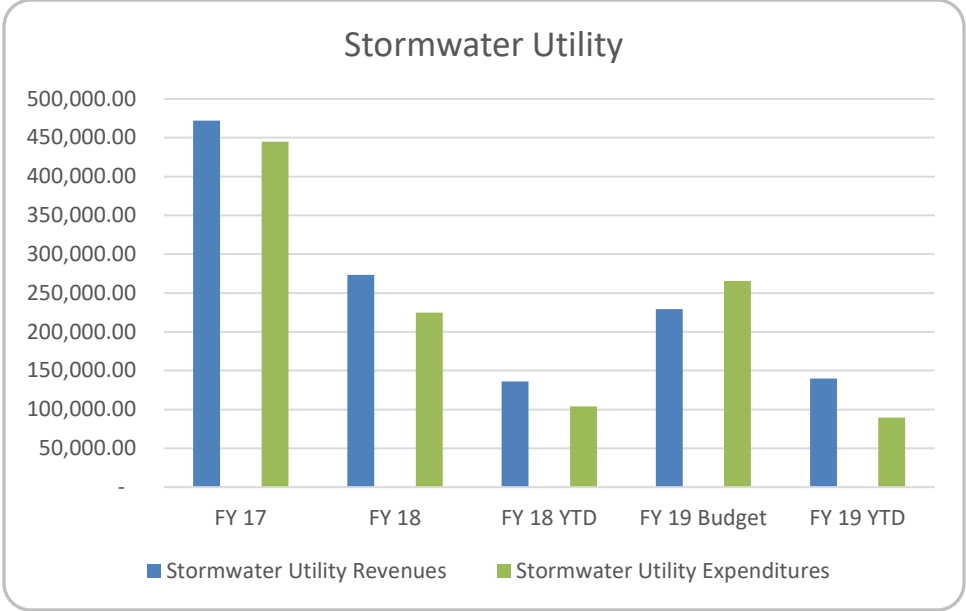


Water Utility



Wastewater Utility





If you have questions regarding this document or would like additional information, please contact Tracey Mulcahey.