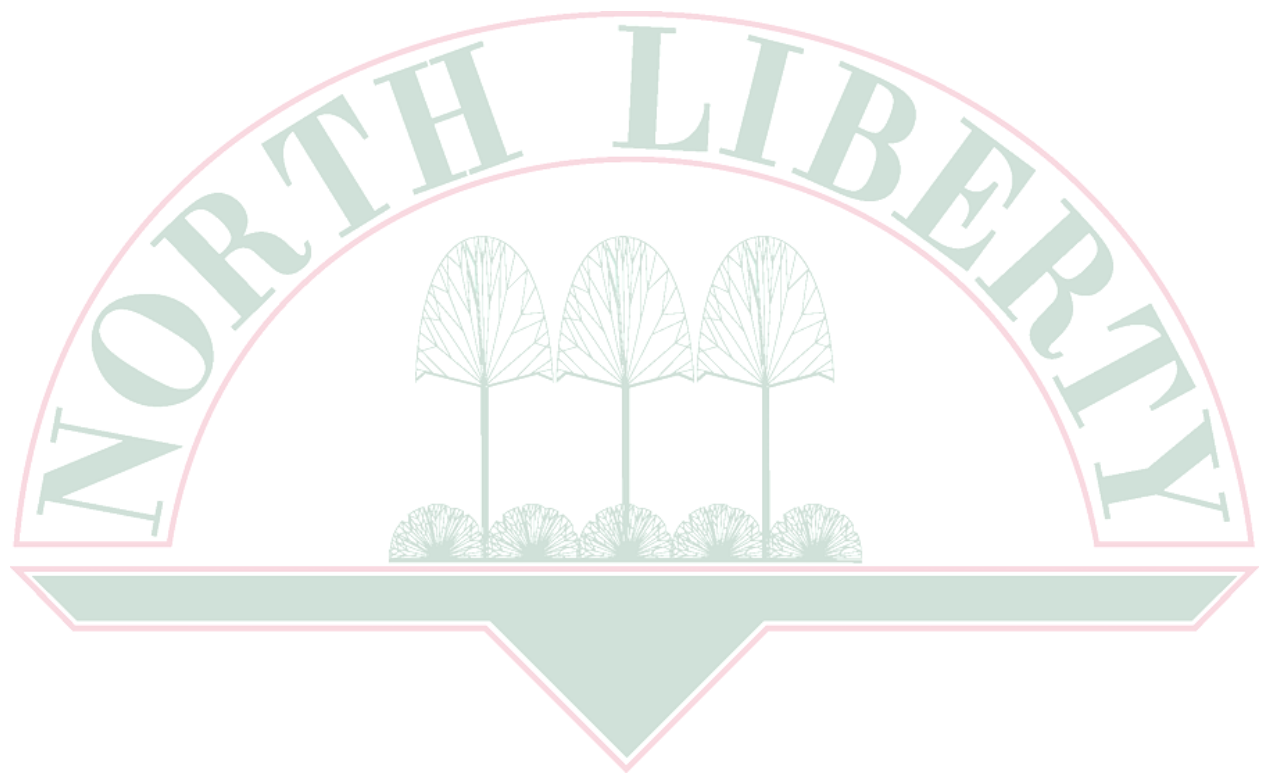




North Liberty City Council
Regular Session
July 9, 2019

City Administrator Memo





City Council Memo

for July 9, 2019

from the desk of Ryan C. Heiar

Meetings & Events

Thursday, Jul 4

Independence Day – City
Offices Closed

Tuesday, Jul 9 at 6:30p.m.

City Council

Monday, Jul 15 at 4:00p.m.

Joint Government Meeting-
Coralville Council Chambers

Monday, Jul 15 at 7:00p.m.

Library Board

Tuesday, Jul 23 at 6:30p.m.

City Council

Consent Agenda

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

- City Council Minutes (06/25/19)
- Claims
- Liquor License – Rocky O'Brien's
- Pay Application #3, Main Street Project, Schrader Excavating and Grading Company, \$247,075.25

Street Renamings

With Christine Grant Elementary school currently being constructed on North Bend Drive emergency services are concerned about the potential confusion between North Bend Elementary School, a CCA school located on St. Andrew's Drive, and an elementary school located on North Bend Drive. In order to eliminate the confusion, staff has reached out to Centro Plastics and they have agreed to a renaming of the street to Centro Way.

Additionally, part of East Penn Street to North Liberty Road is proposed to formalize the break between these two streets in the vicinity of North Juniper Street in a way that does not interfere with any existing street name addresses. Included in the packet are maps specifically identifying the location of the proposed street name changes.

2019A Bond Sale: Public Hearing & Loan Agreement

Tuesday's agenda includes a public hearing and resolution approving a loan agreement for the upcoming bond sale. This bond sale includes funding for projects completed in 2018/19 and described in the chart to the right, as well as a refunding (AKA refinancing) for money borrowed in 2011. With current rates, the refunding

Project	Amount
<i>Centennial & Penn Meadows Park (FY 18 & 19)</i>	\$555,000
<i>Kansas Avenue, FGR to St. Andrews Drive</i>	\$2,000,000
<i>Ranshaw Way, Phase 3</i>	\$2,200,000
<i>Refunding 2011B</i>	\$3,194,457
<i>Costs of Issuance</i>	\$250,543.00
	\$8,200,000

is anticipated to save the City \$80k in interest payments. The City traditionally borrows funds in arrears of projects because of its strong

Ryan C. Heiar, City Administrator

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

cash position, avoiding any type of interim financing. This borrowing will be in the form of General Obligation bonds repaid with TIF. Staff recommends approval of this resolution.

Conduit Bonding: Heartland Goodwill Enterprises

Heartland Goodwill Enterprises has requested the City's assistance - in the form of conduit bonding - to help facilitate their upcoming vegetable oil packaging plant project. Additional information about Goodwill's project and its regional and state economic impacts can be found in the packet.

Goodwill is requesting the City to use a process known as conduit bonding, where the City would borrow \$3 million and pass that funding onto Goodwill for them to use for the aforementioned project. The City would serve as a conduit in the process and have no liability for repayment and this borrowing would not impact the City's debt service levy, debt capacity or bond rating in any fashion. The law allows for this process so that the non-profit can obtain the tax exempted bonds, resulting in a lower interest rate for the non-profit.

Cities are allowed to borrow up to \$10 million in tax exempt bonds each calendar year, also known as Bank Qualified Bonds. Anything over \$10 million is not bank qualified and generally results in higher interest rates. As mentioned above, the potential negative impacts as a conduit borrower are minimal. The only potential negative impact is if the City would need to borrow additional funds above \$10 million in calendar year 2019, resulting in non-bank qualified bonds. Staff does not anticipate needing to borrow more than what is already planned in 2019 as the city has a healthy reserve and a concrete borrowing plan is in place for the next 5+ years.

Staff is recommending approval of the proceedings that would allow Goodwill to take advantage of the City's bank qualified bonds and assisting with this significant project. A representative from Goodwill and their attorney will be at Tuesday meeting to answer questions and provide further details.

Greenbelt Trail L.L.C. Rezoning: Second Reading

This request is to rezone property from ID to RS-6 to permit the development of single-family lots. The property is located on the west side of North Liberty Road, directly north of the Dahnovan Estates development. The developer is working on a concept plan that will be made available before the third reading of this ordinance. Both staff and the Planning Commission recommend approval of the proposed rezoning request subject to no conditions.

Water & Sewer Rate Adjustments: Third Reading

Included in the packet are updated models for the water and wastewater fund, using the most recently available data for projections. The wastewater fund remains strong, with a healthy reserve balance that will help offset projected negative operational balances over the next few years as a result of new bond payments coming on line. Staff is recommending a 1% rate increase in the wastewater fund.

The water fund currently has a healthy balance; however, with the new water plant bond payments ramping upwards and planning for the future payment of the unexpected well casing project, the model shows the fund balance drastically shrinking over the next handful of years. As such, staff is recommending a 3% rate increase in this fund in order to ensure the fund balance remains positive. Additionally, moving forward staff will be reevaluating capital costs, potentially delaying some purchases, in order to preserve the fund balance.

Also included in the packet are spreadsheets identifying how this proposed rate increase will impact utility bills for various users.

Backflow Prevention Ordinance: Second Reading

This amendment updates the City's backflow prevention program to add in customer responsibilities, who is qualified to inspect, how backflow prevention assemblies should be installed and how the backflow preventer should be tested. These proposed updates will enhance the City's process and abilities for addressing backflow prevention and inspections, ultimately reducing the risk to our water system.

Grass and Weeds Ordinance: Second Reading

In reviewing court cases and the City's process, an ordinance amendment was drafted to update the notification process for grass and weeds to bring the language into compliance. Chapter 52 will be updated to reflect the necessary changes to ensure that City staff provides adequate notice to the property owner of the issue on their property.

Property Vacation Ordinance: Second Reading

In an effort to finalize the right-of-way adjustment on North Liberty Road adjacent to the dog park, the proposed ordinance will allow the City to vacate property to itself, from right-of-way to park ground. The Planning Commission reviewed this vacation at their April meeting and recommended approval.

Animal Ordinance: Public Hearing & First Reading

Included on the agenda are a series of proposed amendments to the City's Animal Control Code. The ordinance amendments incorporate a trap-neuter-return procedure for community cats, as is recommended by the Johnson County Humane Society, and as has been previously presented to the City Council.

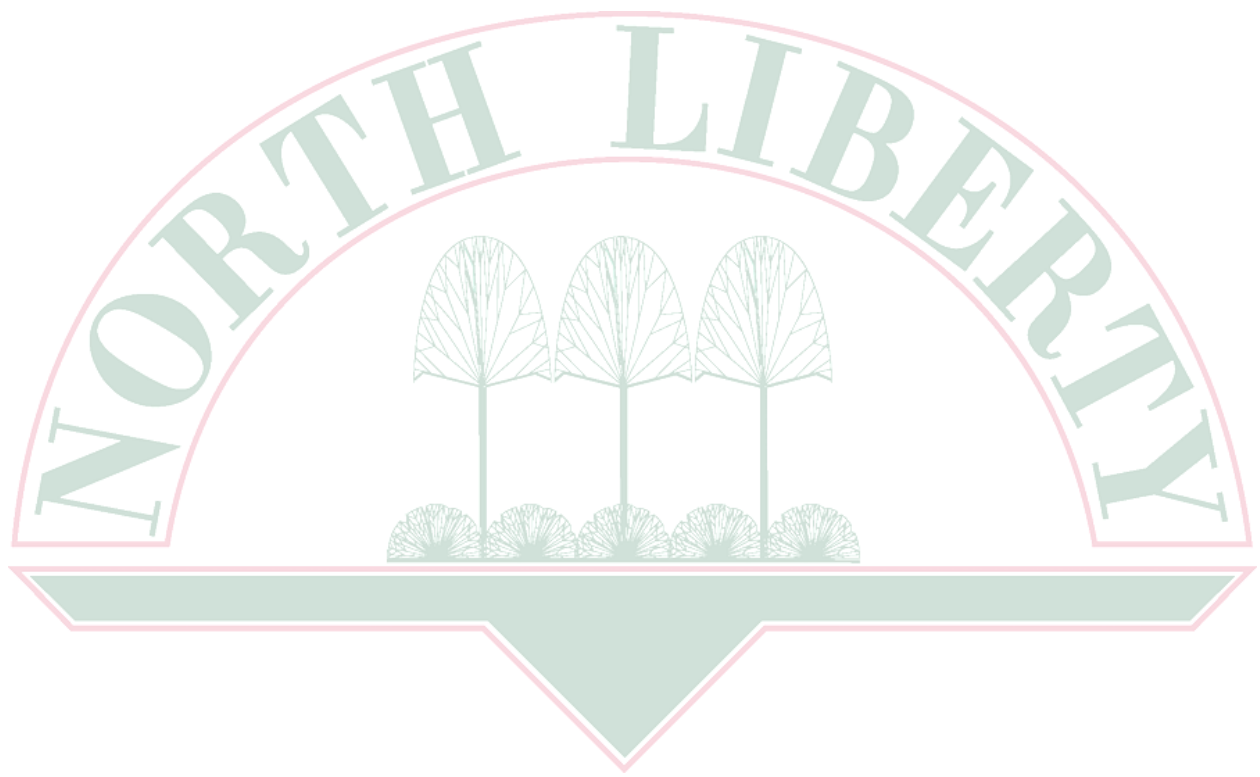
Additional changes are included with respect to the handling of dangerous animals, and dogs in particular. Rather than the existing binary system, where an animal is dangerous or not, and where the animal is therefore either subsequently removed from the city or not, the amended ordinance provides for the disposition of potentially dangerous dogs. Owners of potentially dangerous dogs might be required to demonstrate an ability to safely confine such dogs, to have them receive behavioral training, and to carry a certain amount of homeowner's insurance against injury. Conversely, dogs with more serious behavioral problems would be subject to stricter confinement requirements.

Finally, the ordinance amendment clarifies the definition of dangerous animals other than dogs, includes exemptions for police K-9 animals acting in their official capacity, and empowers the Police Department to address live traps that do not have an apparent owner. Chief Venenga will be at Tuesday's meeting to address questions and/or concerns.

Colony Pumpkin Patch & Corn Maze

Included in the packet is a revised Conditional Use Permit Application from the Colony Pumpkin Patch. In addition to the seasonal events previously approved, the Colony's are requesting to host 12 additional events throughout the year. No specific dates for these events have been identified; rather, when an event is scheduled the Colony's will communicate with Johnson County. The City Council has the option to comment on this permit as the operation is within the City's growth area.

Agenda





Agenda

North Liberty City Council
July 9, 2019
Regular Session
6:30 p.m.
City Council Chambers
1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, June 25, 2019
 - B. Claims
 - C. Liquor License Renewal, Rocky O'Brien's
 - D. Main Street Improvements Project, Pay Application Number 3, Schrader Excavating and Grading Co., \$247,075.24
5. Public Comment
6. City Planner Report
7. City Engineer Report
8. City Attorney Report
9. Assistant City Administrator/City Clerk Report
10. City Administrator Report
11. Mayor Report

12. Street Renamings

- A. Staff and Commission recommendations
- B. Resolution Number 2019-74, a Resolution authorizing the change of a street name from North Bend Drive to Centro Way and change of a street name from East Penn Street to North Liberty Road (East of Juniper Street) in North Liberty, Iowa

13. 2019A Bond Sale

- A. Public Hearing on a proposal to enter into a General Obligation Corporate Purpose and Refunding Loan Agreement
- B. Resolution Number 2019-72, A Resolution taking additional action on proposal to enter into a General Obligation Corporate Purpose and Refunding Loan Agreement

14. Conduit Bonding – Heartland Goodwill Enterprises

- A. Resolution Number 2019-73, A Resolution relating to the issuance of not to exceed \$3,000,000 in aggregate principal amount of Revenue Bonds (Heartland Goodwill Enterprises Project) Series 2019, of City of North Liberty, Iowa; and specifically (1) declaring intent to reimburse expenditures from proceeds of said bonds; (2) fixing a date for a public hearing on the proposal to issue said bonds; (3) directing publication of notice of intention to issue said bonds; and (4) authorizing the execution of a Memorandum of Agreement

15. Water Rate Ordinance Amendment

- A. Third consideration and adoption of Ordinance Number 2019-10, An Ordinance amending Chapter 92.02 entitled “Rates for Service,” of the Municipal Code of North Liberty by adopting a new section 92.02 to increase the charges for water used

16. Sewer Rate Ordinance Amendment

- A. Third consideration and adoption of Ordinance Number 2019-11, An Ordinance amending Chapter 99.02 entitled, “Rate,” of the Municipal Code of North Liberty by adopting a new Section 99.02 to increase the charges for sanitary sewer services

17. Backflow Prevention Ordinance Amendment

- A. Second consideration of Ordinance Number 2019-12, An Ordinance amending the Code of Ordinances of the City of North Liberty, Iowa, clarifying backflow prevention assembly installation and testing responsibilities and procedures

18. Grass and Weeds Ordinance Amendment

- A. Second consideration of Ordinance Number 2019-13, An Ordinance amending Chapter 52 of the North Liberty Code of Ordinances

19. Greenbelt Trail, L.L.C. Rezoning

- A. Second consideration of Ordinance Number 2019-14, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by Greenbelt Trail, L.L.C. located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-6 Residential District

20. Dog Park Vacation

- A. Second consideration of Ordinance Number 2019-16, An Ordinance vacating a portion of Right of Way in North Liberty, Iowa

21. Animal Code Ordinance Amendments

- A. Public Hearing regarding proposed amendments to the Animal Control Code
- B. First consideration of Ordinance Number 2019-15, An Ordinance amending the Code of Ordinances of the City of North Liberty, Iowa, updating portions of the Animal Control Code

22. Colony Pumpkin Patch & Corn Maze

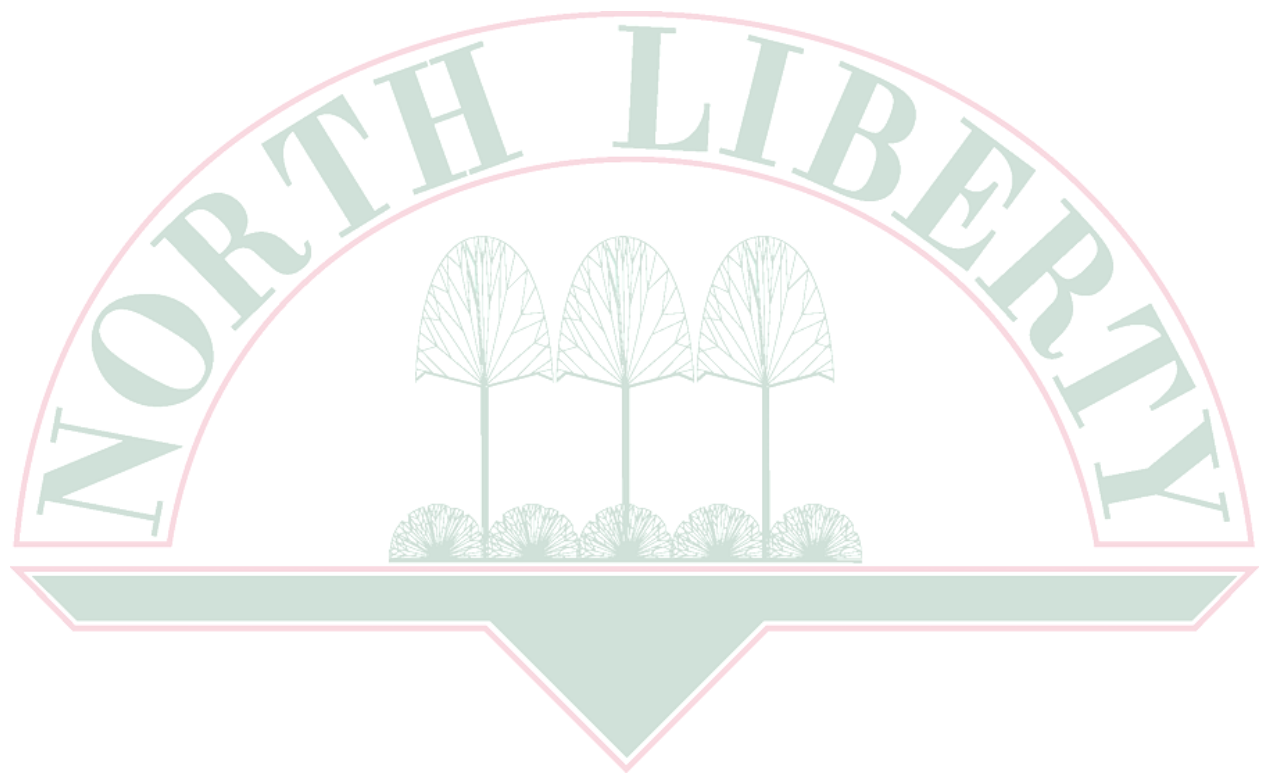
- A. Discussion and possible action regarding revised Conditional Use Permit Application for the Colony Pumpkin Patch

23. Old Business

24. New Business

25. Adjournment

Consent Agenda





Minutes (Not official until approved by the City Council)

North Liberty City Council
June 25, 2019
Regular Session
City Council Chambers
1 Quail Creek Circle

Call to order

Mayor Terry Donahue called the June 25, 2019 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Sarah Madsen, Brent Smith. Absent: Chris Hoffman, Annie Pollock.

Others present: Ryan Heiar, Grant Lientz, Stacey House, Kevin Trom, Joel Miller and other interested parties.

Approval of the Agenda

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

Consent Agenda

Harrington moved, Smith seconded to approve the consent agenda including the City Council Minutes, Regular Session, June 11, 2019; Claims; May Revenues; May Treasurer Report; Penn and Front Streets Project, Change Order Number 2, All American Concrete, \$7,418.95; Penn and Front Streets Project, Pay Application Number 3, All American Concrete, \$477,881.77; Sanitary Sewer Upgrades – Bid Package #3, Change Order Number 1, Maxwell Construction, \$17,700.00; Kansas Avenue Project, Pay Application Number 11, Streb Construction, \$86,065.13; FY 2020 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for J & A Tap; FY 2020 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for LD Express; FY 2020 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Liberty View Wine & Spirit; FY 2020 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for The Station II LLC; FY 2020 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Gasby's; FY 2020 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's General Store #2788, 595 N. Kansas Avenue; FY 2020 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's General Store #2479, 625 W. Zeller Street; FY 2020 Retail Permit Application for Cigarette/ Tobacco/ Nicotine/Vapor for The Depot North Liberty LLC ; FY 2020 Retail Permit Application for Cigarette/ Tobacco/ Nicotine/Vapor for Fareway Stores, Inc. #993; FY 2020 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Smokin' Joe's Tobacco & Liquor Outlet #12; FY 2020 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Walgreens #11710; FY 2020 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Johncy's Liquor Store; FY 2020 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Kum & Go #507; Liquor License

Renewal, Casey's General Store, 595 N. Kansas Ave.; Liquor License Renewal, Tin Roost with expanded outdoor service; Liquor License Renewal, Real Deals; Liquor License Application, Red's Alehouse Big Rove Event, June 29; and Liquor License Application, Red's Alehouse Anniversary Event, July 6. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Kevin Trom reported on the Kansas Avenue RISE Project and the Penn and Front Corridor work. The Main Street Project has entered the second phase. The Trail Network Project should begin mid-July. The North Bend Drive Project is complete and open to traffic. He updated the Council on the Sanitary Sewer Upgrade Project, the Southwest Growth Utilities Project, and the Saint Andrews Drive Project.

Councilor Annie Pollock arrived at 6:37pm.

City Attorney Report

City Attorney Grant Lientz had nothing to report.

City Administrator Report

City Administrator Ryan Heiar reported on the Police Department Construction Project. He updated council on the FY 20 projects. Council is reminded to register for the Iowa League of Cities Conference.

Mayor Report

Mayor Terry Donahue reported today was the first meeting of the Johnson County Mobile Home Task Force.

Access Center Update

Matt Miller made a presentation on the access center.

Greenbelt Trail, L.L.C. Rezoning

Heiar reported that Staff and the Commission recommended approval with no conditions.

At 7:27 p.m., Mayor Donahue opened the public hearing regarding proposed rezoning of property owned by Greenbelt Trail, L.L.C. No oral or written comments were received. The public hearing was closed.

Smith moved, Madsen seconded to approve the first consideration of Ordinance Number 2019-14, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by Greenbelt Trail, L.L.C. located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-6 Residential District. After discussion the vote was: Ayes- Harrington, Pollock, Smith, Madsen: Nays-none. Motion carried.

FY 2020 Salary Resolution

Smith moved, Pollock seconded to approve Resolution Number 2019-68, A Resolution authorizing salaries and hourly wages for City employees for the Fiscal Year of July 1, 2019 through June 30, 2020. After discussion the vote was: Ayes- Smith, Madsen, Harrington, Pollock: Nays-none. Motion carried.

2019A Bond Sale

Pollock moved, Harrington seconded to approve Resolution Number 2019-69, A Resolution setting the date for a Public Hearing on Proposal to enter into a General Obligation Corporate Purpose and Refunding Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$8,200,000. After discussion the vote was: Ayes-Harrington, Madsen, Smith, Pollock: Nays-none. Motion carried.

School Card MOA

Madsen moved, Pollock seconded to approve Resolution Number 2019-70, A Resolution approving the Memorandum of Agreement between the Iowa City Public Library Board of Trustees, the Coralville Public Library Board of Trustees, the City of North Liberty, and the Iowa City Community School District for the provision of Student AIM cards to Iowa City Community School District students. After discussion the vote was: Ayes-Pollock, Madsen, Smith, Harrington: Nays-none. Motion carried.

Assessment Resolution

Madsen moved, Harrington seconded to approve Resolution Number 2019-71, A Resolution assessing mowing and sidewalk repair fees owed to the City of North Liberty, Iowa to individual property taxes. After discussion the vote was: Ayes-Smith, Madsen, Harrington, Pollock: Nays-none. Motion was carried.

Building Code Ordinance Amendment

Smith moved, Pollock seconded to approve the third consideration and adoption of Ordinance Number 2019-08, An Ordinance amending the Code of Ordinances of the City of North Liberty, Iowa, adopting the 2018 International Building Code and 2018 International Residence Code, as revised. After discussion the vote was: Ayes- Smith, Harrington, Pollock, Madsen: Nays-none. Motion was carried.

Fire Code Ordinance Amendment

Harrington moved, Madsen seconded to approve the third consideration and adoption of Ordinance Number 2019-09, An Ordinance amending the Code of Ordinances of the City of North Liberty, Iowa adopting the 2018 International Fire Code, as revised. After discussion the vote was: Ayes-Madsen, Harrington, Smith, Pollock: Nays-none. Motion was carried.

Water Rate Ordinance Amendment

Harrington moved, Pollock seconded to approve the second consideration of Ordinance Number 2019-10, An Ordinance amending Chapter 92.02 entitled "Rates for Service," of the Municipal Code of North Liberty by adopting a new section 92.02 to increase the charges for water used. After discussion the vote was: Ayes- Madsen, Harrington, Smith, Pollock: Nays-none. Motion was carried.

Sewer Rate Ordinance Amendment

Smith moved, Madsen seconded to approve the second consideration of Ordinance Number 2019-11, An Ordinance amending Chapter 99.02 entitled, "Rate," of the Municipal Code of North Liberty by adopting a new Section 99.02 to increase the charges for sanitary sewer services. After discussion the vote was: Ayes- Pollock, Madsen, Harrington, Smith: Nays-none. Motion was carried.

Backflow Prevention Ordinance Amendment

At 7:53 p.m. Mayor Donahue opened the Public Hearing regarding proposed Backflow Prevention Ordinance amendments. No oral or written comments were received. The public hearing was closed.

Harrington moved, Smith seconded to approve First consideration of Ordinance Number 2019-12, An Ordinance amending the Code of Ordinances of the City of North Liberty, Iowa, clarifying backflow prevention assembly installation and testing responsibilities and procedures. After discussion the vote was: Ayes- Smith, Madsen, Harrington, Pollock: Nays-none. Motion was carried.

Grass and Weeds Ordinance Amendment

At 7:57 p.m., Mayor Donahue opened the Public Hearing regarding proposed amendments to the Grass and Weeds Ordinance. No oral or written comments were received. The public hearing was closed.

Harrington moved, Pollock seconded to approve First consideration of Ordinance Number 2019-13, An Ordinance amending Chapter 52 of the North Liberty Code of Ordinances. After discussion the vote was: Ayes: Pollock, Harrington, Smith, Madsen: Nays-none. Motion was carried.

Dog Park Vacation

At 7:59 p.m., Mayor Donahue opened the Public Hearing regarding proposed right-of-way vacation. No oral or written comments were received. The public hearing was closed.

Pollock moved, Madsen seconded to approve First consideration of Ordinance Number 2019-14, An Ordinance vacating a portion of Right of Way in North Liberty, Iowa. After discussion the vote was: Ayes: Madsen, Smith, Harrington, Pollock: Nays-none. Motion was carried.

Old Business

No old business was presented.

New Business

Councilor Pollock stated that free tickets for the Kernels game are available through the Recreation Center. There are still opportunities for volunteers for Blues & BBQ. Councilor Smith stated that Porch Fest has returned on 8/10/2019 from 3pm-8pm. Councilor Mayor Donahue spoke on the pre Ragbrai ride, Saturday the 29th.

Adjournment

At 8:02 p.m., Mayor Donahue adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest:

Stacey House, Administrative Assistant

Applicant License Application (LC0040291)

Name of Applicant: <u>Rocky O'Brien's Public House, LLC</u>		
Name of Business (DBA): <u>Rocky O'Brien's Public House</u>		
Address of Premises: <u>720 Pacha Parkway</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business <u>(319) 665-2010</u>		
Mailing <u>720 Pacha Parkway</u>		
City <u>North Liberty</u>	State <u>IA</u>	Zip: <u>52317</u>

Contact Person

Name <u>Kelly Crawford</u>	
Phone: <u>(319) 430-0525</u>	Email <u>rockyobriens@southslope.net</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 08/01/2019

Expiration Date: 07/31/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

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

Ownership

Kelly Crawford

First Name: <u>Kelly</u>	Last Name: <u>Crawford</u>
City: <u>Coralville</u>	State: <u>Iowa</u> Zip: <u>52241</u>
Position: <u>Owner</u>	
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>

Insurance Company Information

Insurance Company: <u>Founders Insurance Company</u>	
Policy Effective Date: <u>08/01/2019</u>	Policy Expiration <u>08/01/2020</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	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: Rocky O'Briens Public House

Name of Business (DBA): _____

Address of Business: 720 Pacha Parkway Unit 7 & 8 North Liberty IA 52317

Business Phone & Email: 319-430-0525 kellycraw88@hotmail.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: 2019.05.10 14:48:10 -05'00'

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**

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City of North Liberty:

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City Official

North Liberty Fire Department:

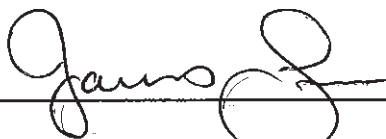
The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

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

Johnson County Public Health Official



5/15/19

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

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

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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: _____



North Liberty Police Department

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

May 17, 2019

Liquor License Check

Business: Rocky O'Brien's Public House
720 Pacha Pkwy
North Liberty, IA 52317

Owners: Kelly Crawford (DOB: 1964)

A record check of the above business shows contact with the North Liberty Police Department by the business name and the business address. From June 1st, 2018 until the above date, many of the calls for service are officer initiated type activity. This would include bar/business checks and contact in the parking lot with subjects.

Listed below are other calls:

Assault/Fight – 0
Intoxication calls – 1
Alarms – 4

I would recommend the council renew the liquor license permit.

Completed by Sergeant Chris Shine



North Liberty Fire Department

Occupancy: **Rocky O'Brien Public House**
Occupancy ID: **ROAD01**
Address: **720 Pacha PKY Apt/Suite #7/8**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **6/18/2019**

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

Time In: **14:56**

Time Out: **15:14**

Authorized Date: **Not Author**

By:

Form: General Fire
Inspection Checklist 1.3

Next Inspection Date: **07/18/2019 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:

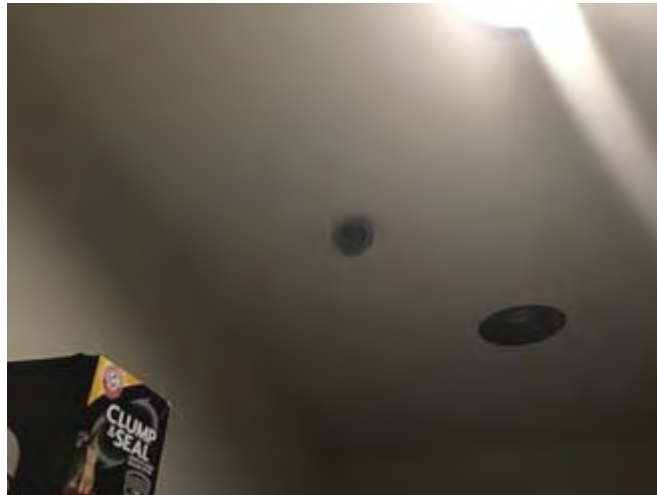
Fire Sprinkler System

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: **Kitchen storage room, remount escutcheon plate on sprinkler head**



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: 4 burner range, secure to wall with flexible restraining wire.



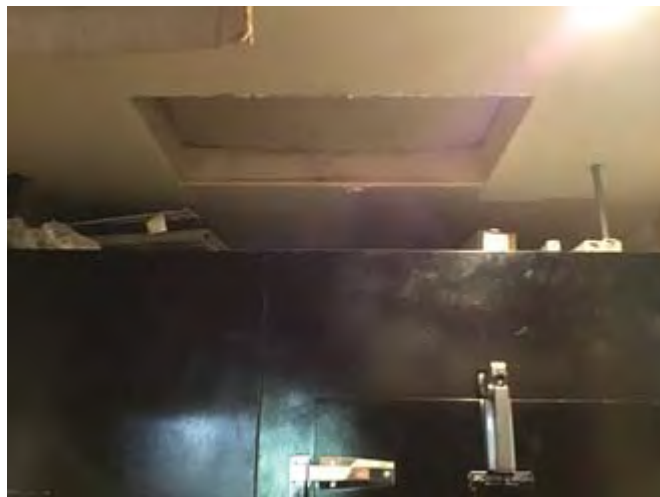
Combustible, General & Outside Storage

Proper Ceiling Clearance - 18"/24"

315.3.1 Ceiling clearance. Storage shall be maintained 2 feet or more below the ceiling in non-sprinklered areas of buildings or not less than 18 inches below sprinkler head deflectors in sprinklered areas of buildings.

Status: FAIL

Notes: Remove storage on top of black cooler.



Additional Time Spent on Inspection:

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

Total Additional Time: 0 minutes

Inspection Time: 18 minutes

Total Time: 18 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: 06/18/2019 15:17

Signature

Date

Representative Signature:

Signature of: Kelly Crawford on 06/18/2019 15:18



Signature

Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 4 PAGES

TO OWNER:
City of North Liberty
3 Quail Creek Circle
North Liberty, IA 52317

PROJECT:
North Liberty Main St Improvements

APPLICATION: 3 Distribution to:

X

PERIOD TO: June 30, 2019

FROM CONTRACTOR:
Schrader Excavating & Grading Co.

PROJECT NOS: 1181520

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 732,092.67
2. Net change by Change Orders	\$ 15,090.10
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 747,182.77
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 619,714.54

RETAINAGE:
b. 5 % of Completed Work \$ 30,985.73
(Column I on G703)

Total 5a and 5b	\$ 30,985.73
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 588,728.81
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 341,653.57
8. CURRENT PAYMENT DUE	\$ 247,075.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 161,478.21

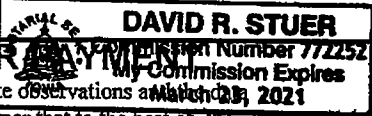
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$15,090.10	\$0.00
Total approved this Month	\$0.00	
TOTALS	\$15,090.10	\$0.00
NET CHANGES by Change Order	\$15,090.10	

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

CONTRACTOR:

By: Kyle Nordman Date: 7/2/2019
Kyle Nordman, Vice President
State of: Iowa
Subscribed and sworn to before me this 2nd day of July 2019
Notary Public: [Signature]
My Commission expires: 3-23-21

ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

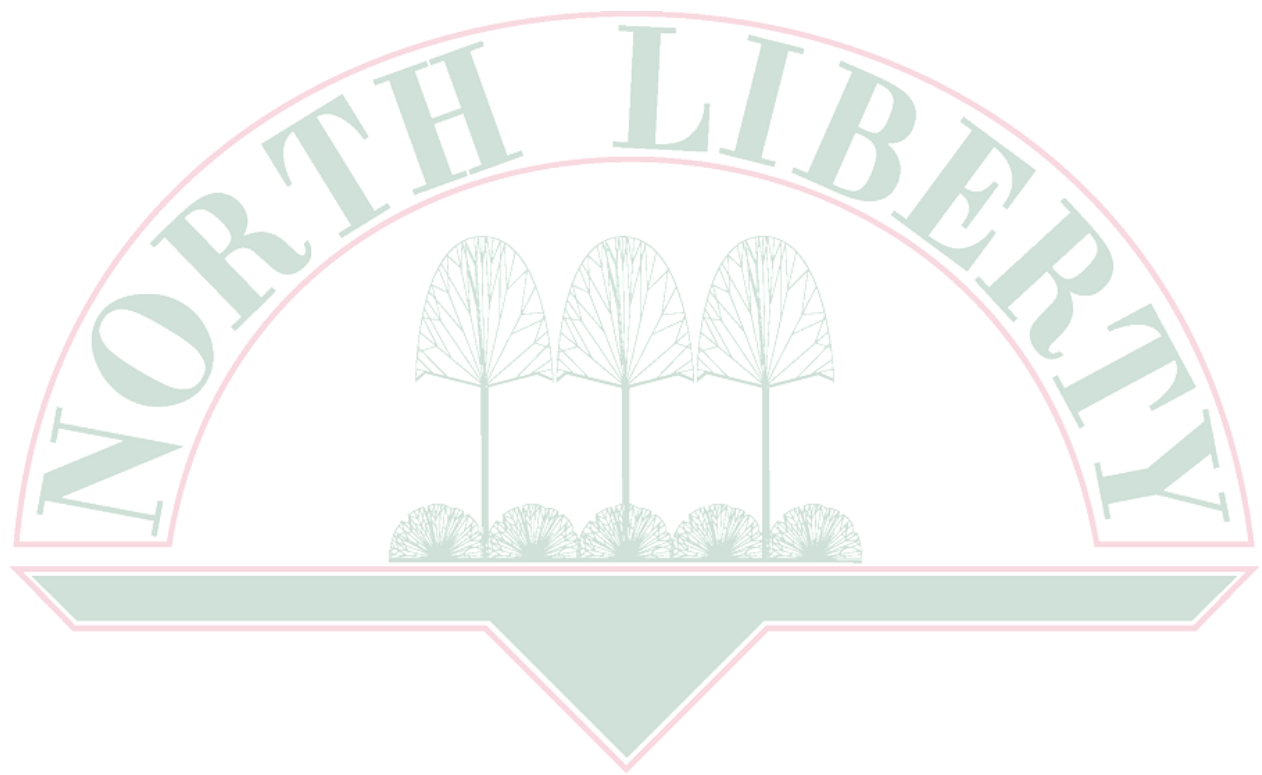


AMOUNT CERTIFIED \$ 247,075.24

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

By: [Signature] Date: 7/3/2019
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Street Renamings





June 5, 2019

Memo

To: North Liberty Planning Commission
From: Dean Wheatley, Planning Director
Subject: Street Renaming

Your North Liberty city staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:

Ryan Heiar, City Administrator
Tracey Mulcahey, Assistant City Administrator
Tom Palmer, City Building Official
Grant Lientz, City Attorney
Kevin Trom, City Engineer
Dean Wheatley, Planning Director

This proposal is to rename two streets as detailed below.



North Bend Drive to Centro Way.

This change is proposed to address emergency services concerns that there may be confusion because existing North Bend Elementary School is located miles away from North Bend Drive, on St. Andrews Drive, and that potential for confusion is substantially enhanced with the construction and planned opening of Grant School this fall. The only owner impacted by this change will be Centro Inc., who has been contacted and informed of the change, and has suggested the revised name.

Part of East Penn Street to North Liberty Road. This change is proposed to formalize the break between these two streets in the

vicinity of Juniper Street in a way that does not interfere with any existing street name addresses. There has currently some confusion due to platting and annexation.



Resolution No. 2019-74

**RESOLUTION AUTHORIZING AND APPROVING THE
CHANGE OF A STREET NAME FROM NORTH BEND DRIVE
TO CENTRO WAY AND CHANGE OF A STREET NAME FROM
EAST PENN STREET TO NORTH LIBERTY ROAD (EAST OF
JUNIPER STREET) IN NORTH LIBERTY, IOWA**

WHEREAS, Christine Grant Elementary will be opening this fall;

WHEREAS, a change in the street name adjacent to the school is proposed to address emergency service concerns because North Bend Elementary is located miles away on St. Andrews Drive;

WHEREAS, the entire length of North Bend Drive is proposed to be renamed Centro Way;

WHEREAS, with the development of Penn Street/North Liberty road to hard surface, a name change is recommended to formalize the break between these two streets;

WHEREAS, the length of street currently known as East Penn Street east of Juniper Street to the east end of Arlington Ridge Subdivision is proposed to be renamed North Liberty Road; and

WHEREAS, City staff and the Planning Commission have recommended the amendment of these street names.

NOW, THEREFORE, BE IT RESOLVED by the North Liberty City Council, effective August 15, 2019, that the street formerly known as North Bend Drive is hereby renamed Centro Way and that the street formerly known as East Penn Street (East of Juniper Street to the east boundary of Arlington Ridge Subdivision) is hereby renamed North Liberty Road.

BE IT FURTHER RESOLVED that the clerk is hereby authorized and directed to send a copy of this Resolution to the Johnson County Recorder for recording.

APPROVED AND ADOPTED this 9th day of July, 2019.

CITY OF NORTH LIBERTY:

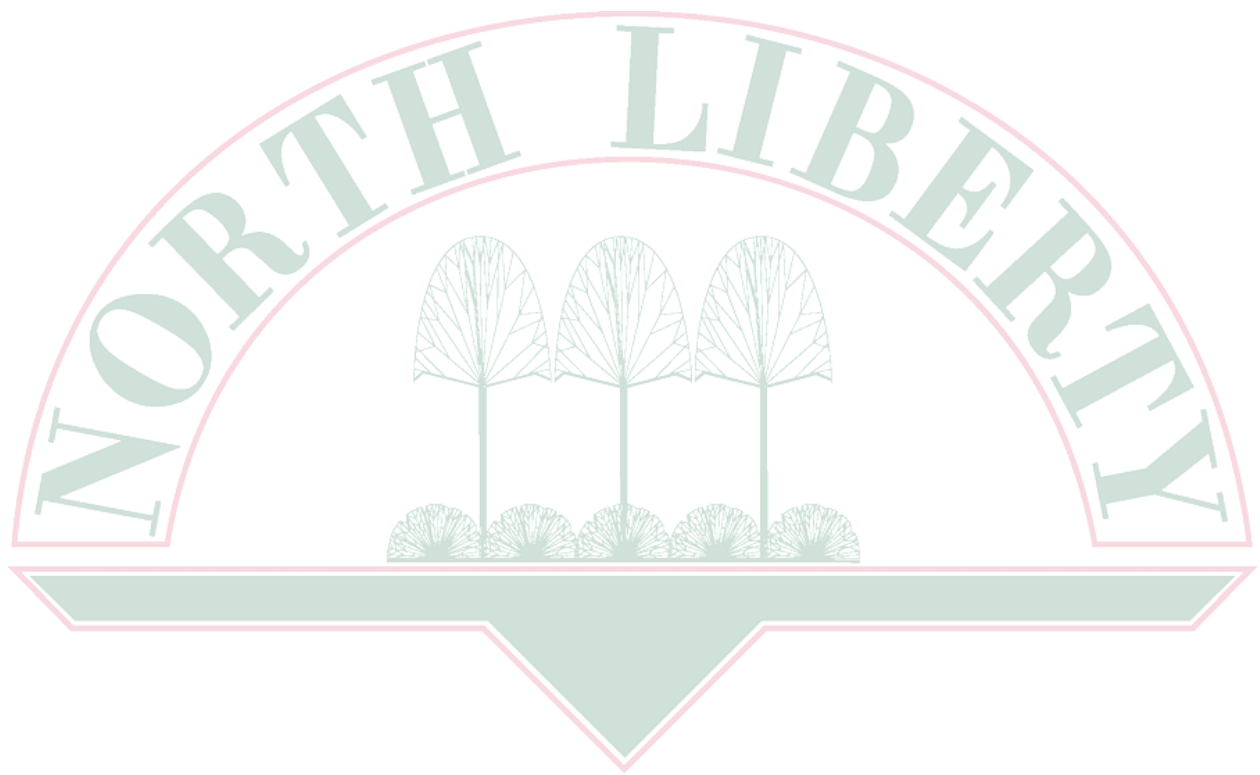
TERRY L. DONAHUE, MAYOR

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

2019A Bond Sale



MINUTES FOR HEARING AND
ADDITIONAL ACTION ON ENTERING
INTO A LOAN AGREEMENT

421033-75

North Liberty, Iowa

July 9, 2019

The City Council of the City of North Liberty, Iowa, met on July 9, 2019, at _____
o'clock __.m., at the _____, North Liberty, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the
following named Council Members were present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter
into a loan agreement and to borrow money thereunder in a principal amount not to
exceed \$8,200,000, the City Clerk announced that no written objections had been placed on
file. Whereupon, the Mayor called for any written or oral objections, and there being none,
the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member _____
introduced the resolution next hereinafter set out and moved its adoption, seconded by
Council Member _____. The Mayor put the question upon the
adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

Resolution No. 2019-72

**RESOLUTION TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER
INTO A GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING
LOAN AGREEMENT**

WHEREAS, the City of North Liberty (the “City”), in Johnson County, State of Iowa, previously issued its \$5,810,000 General Obligation Urban Renewal Bonds, Series 2011B, dated September 28, 2011 (the “2011B Bonds”), a portion of which are currently outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2020	\$410,000	2.10%
2021	\$420,000	2.30%
2022	\$435,000	2.45%
2023	\$450,000	2.60%
2024	\$465,000	2.80%
2025	\$485,000	3.00%
2026	\$505,000	3.10%

; and

WHEREAS, pursuant to the resolution (the “2011B Bond Resolution”) authorizing the issuance of the 2011B Bonds, the City reserved the right to prepay part or all of the 2011B Bonds maturing in each of the years 2019 to 2026 (the “Callable 2011B Bonds”), inclusive, prior to maturity on June 1, 2018 or on any date thereafter, subject to the provisions of the 2011B Bond Resolution; and

WHEREAS, pursuant to the provisions of Section 384.24A of the Code of Iowa, the City heretofore proposed to enter into a loan agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$8,200,000 for the purpose of paying the costs, to that extent, of constructing street, sidewalk, storm water drainage, sanitary sewer system, water system and related improvements, installing street signage, lighting and signalization improvements, equipping and making improvements to existing municipal parks (the “Projects”) and current refunding the outstanding Callable 2011B Bonds; and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on July 9, 2019; and

NOW, THEREFORE, Be It Resolved by the City Council of the City of North Liberty, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that General Obligation bonds or notes be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

APPROVED AND ADOPTED this 9th day of July, 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

• • • •

On motion and vote, the meeting adjourned.

TERRY L. DONAHUE, MAYOR

Attest:

TRACEY MULCAHEY, CITY CLERK

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JOHNSON SS:
CITY OF NORTH LIBERTY

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the public hearing and additional action on the City Council's intention of entering into a certain loan agreement in the future.

WITNESS MY HAND this ____ day of _____, 2019.

TRACEY MULCAHEY, CITY CLERK

Conduit Borrowing – Heartland Goodwill Enterprises





Iowa Jobs. Global Impact.

The Campaign for the Goodwill of the Heartland
Vegetable Oil Packaging Venture



GOODWILL OF THE HEARTLAND



Iowa Jobs. Global Impact.

The Campaign for the Goodwill of the Heartland
Vegetable Oil Packaging Venture



“This initiative and action taken by Goodwill of the Heartland will develop business and employment opportunities for Iowa in line with the Soybean Association’s goal to increase the profitability of soybean production in the state. It’s the perfect fit for Iowa given our position as the nation’s top refiner of soybean oil and a frequent leader in soybean production. But more than production and economics, the plant is projected to create more than 40 jobs in southeast Iowa, with approximately 20 of those positions filled by people with disabilities.”

– Kirk Leeds, CEO
Iowa Soybean Association

A Goodwill Opportunity

Training and securing jobs for people with disabilities – jobs that promote independence, self-sufficiency and a deeper feeling of self-worth.

Goodwill of the Heartland has a long history of working toward those worthy efforts. Goodwill now has an opportunity to substantially expand those endeavors – all while helping impact Iowa economies and bringing assistance to federal food programs.

Sounds like a win all around.

Goodwill has been selected for a sizable and long-term contract to package vegetable oil for the United States Department of Agriculture’s (USDA) international and domestic food aid program. This is great news, as it will positively impact Iowa jobs and regional economies. The contract is expected to be around \$18 million annually for packaging between 10,000 – 14,000 metric tons of oil in four different container types.

The contract was only available to nonprofit agencies that create jobs for people with significant disabilities through a set-aside program called AbilityOne.

Goodwill selected a site that best meets the needs of the vegetable oil packaging venture at the former FS Feed Mill in Coralville. The site was most recently occupied by the former Hawkeye Foodservice before acquisition by US Foods. In addition to cost factors, site requirements included the need to be in Goodwill’s territory, near major interstates, have rail access and be a food grade building. Additionally, there are five soy oil refineries within 270 miles.

GOODWILL OF THE HEARTLAND: A History of Impact

Dr. Edgar J. Helms, a native Iowan, founded the national Goodwill movement in Boston in 1902 to assist the poor and disadvantaged in developing their abilities, increasing self-respect and attaining economic independence.

Locally, Goodwill of the Heartland was founded in 1965. It offers services in 19 counties, including the Cedar Rapids/Iowa City corridor and the Quad Cities metro area.

Goodwill of the Heartland’s mission is to advance the social and economic well-being of people who experience barriers to independence. Goodwill serves people with a wide range of employment barriers, not just those with disabilities. These barriers may include education, language and substance abuse or criminal history.

Goodwill has several contracts with AbilityOne, the government program that partners with nonprofit agencies to create jobs for people with significant disabilities and requires certain labor ratios. Current contracts through this program include custodial work at:

- Iowa City Federal Building
- Herbert Hoover Library and Museum in West Branch
- Coralville Reservoir
- Federal Courthouse and Army Corps of Engineers Office in Davenport



“I wasn’t able to stay at previous jobs very long because I just wasn’t grasping concepts and meeting expectations. Not everybody is the same; we all have our own learning styles. I learn hands-on. The people at Goodwill actually take the time to make sure that you succeed. They don’t want to see you fail. I feel like my job prospects are a lot more open now that I know what all is entailed in manufacturing. That’s the field I want to be in.”

– Ginny Chamberlin,
Goodwill Graduate,
Light Manufacturing
Training Program

GOODWILL CONTRACT SERVICES: A History of Job Creation

Since 1970, Goodwill’s Contract Services Division has provided skills training in manufacturing and paid work experience and placement help, meeting a local workforce need while connecting job seekers with livable wage jobs. Contract Services is ISO 9001:2015 certified, with locations in both Cedar Rapids and Iowa City.

Goodwill provides customers with high quality, cost-effective **assembly services**. In 2017, 5.3 million assemblies were shipped to Whirlpool-Amana to support its refrigerator manufacturing lines, and 100 percent of those assemblies were delivered on time.

Custom packaging solutions are tailored to meet ongoing business needs. Goodwill’s Contract Services Division also offers **inspection and rework** of nonconforming parts or products.

A partial list of clients includes: Rockwell Collins, Whirlpool Corporation, KapStone Container Corporation, Nordstrom Direct, Frontier Natural Products and Quantum Plastics.



IN 2017, GOODWILL'S CONTRACT SERVICES DIVISION:

Completed
80 projects
for 13 area businesses

Sent **4,558** shipments
involving more than
7.4 MILLION finished
goods with **100%**
on-time delivery

Provided **329** people
with **61,280** hours
of work experience, train-
ing and skill development

Helped **73** people
who trained in Contracts
gain competitive
employment



“Whirlpool has been contracting with Goodwill on parts assembly, kitting and repackaging since 2007. Goodwill has helped us address logistical issues and gain efficiency. Our Amana operations have grown by more that 20 percent in the last several years. Our contract work with Goodwill has grown by nearly 100 percent during this same time frame. Their quality of work is excellent. They are flexible and can adapt quickly, allowing us to remain responsive to our changing consumer needs. We also share core values, like commitment to community, diversity and inclusion.”

– Josh Pesek, Senior Manager
of Materials Organization
Whirlpool Corporation,
Amana Operations

IOWA JOBS. GLOBAL IMPACT: Goodwill Vegetable Oil Packaging Contract with AbilityOne

IOWA IMPACT

The Goodwill vegetable oil packaging contract is a long-term opportunity that creates more than 40 jobs in eastern Iowa, with approximately 20 of those positions filled by people with disabilities. The USDA will pay Goodwill to purchase, package and transport the vegetable oil to the Port of Houston or Port of Chicago.

This is an Iowa project. Since Iowa is a top soybean-producing state, it makes sound economic and logistical sense to pursue the venture to create jobs and benefit Iowa’s economy. This packaging operation will:

- Benefit Iowa farm families
- Generate more than 40 jobs in southeast Iowa
- Purchase products and services locally or from the Midwest Region, including:
 - Bulk oil through businesses such as Cargill, ADM and/or AGP, companies with deep roots in Iowa
 - Cans, pallets, caps and other needed supplies

FILLING A SKILLED-WORKER NEED

Good-paying direct labor positions with competitive wages will be created for people who typically may not be competitively employable because of their disabilities. Goodwill employees will support a high-



speed packaging line that fills containers with oil, installs enclosures, places full cans into case boxes and palletizes cases for shipping. Jobs created include:

- Plant Director
- Quality Director
- Purchasing Manager
- Production Supervisor
- Oil Receiver
- Quality Technician
- Maintenance Technician
- Material Handler
- Production Worker
- Sanitation Technician

Annual payroll for staff on this project is estimated at \$915,000.

Training opportunities will also be created that will build Iowa’s talent pipeline and support the hiring needs of area manufacturers. Many of the packaging facility workers will be in an apprenticeship program and receive credentialing. They will obtain skills to take higher paying jobs in other industries where there are employment shortages due to skill gaps. As people move on, Goodwill can bring in new trainees, continuously developing a local pool of skilled workers.

INTERNATIONAL IMPACT

The World Food Program touches more than 70 countries, assisting more than 80 million people who are food insecure. Vegetable oil packaged by Goodwill will be distributed internationally to help feed:

- Pregnant Mothers
- Lactating Teens
- Starving Children
- HIV-Impacted Children
- Refugees Living in Camps



Photo courtesy of
World Food Program

IOWA JOBS. GLOBAL IMPACT:

AbilityOne Program

AbilityOne is the largest source of employment for people with disabilities, by providing products and services for the Federal Government. Some AbilityOne facts:

- Requires that 75% of all direct labor needed to complete government contracts be performed by people with significant disabilities
- Employs more than 46,000 people with disabilities
- Employs more than 3,000 veterans and Wounded Warriors
- Has more than 550 participating nonprofits
- Includes product and service offerings such as: custodial, call centers, food service, secure document destruction, textiles (military uniforms/ flags), food (coffee, powdered milk, vegetable oil)



“I’m really good at cleaning, so this job is a good fit. I am getting better at my job, and getting better at being more social with people. This job has quickly improved my life.”

– Aaron Mason,
Federal Courthouse
Custodian,
AbilityOne Contract

IOWA JOBS. GLOBAL IMPACT:

Start-Up Costs

Goodwill has the immediate need to finance the start-up of this worthy project, which has a cost of \$7 million. Approximately half will come from reserves; the other half will need to be raised from generous supporters who understand the benefits of the food program across the globe, as well as the benefits these jobs bring to workers and industry in eastern Iowa and to farmers.

In addition to initial lease costs, the building needs renovations and retrofitting as well as a rail spur from the building’s existing line. Other costs include start-up equipment, supplies and initial recruitment and training of employees. The projected total start-up funding required is expected to be \$6,943,200.

Start-Up Expenses	
• Product/Supply Inventory	742,600
• Consultant	100,000
• Facility Rent/Utilities	240,900
• Personnel	228,800
• Training, Support, Contingency	410,400
Total Start-Up Expenses	\$1,722,700
Start-Up Assets	
• Facility & Equipment	5,220,500
Total Start-Up Assets	\$5,220,500
Total Start-Up Funding Required	\$6,943,200

How You Can Help Iowa Jobs. Global Impact.

The goal to raise \$3.5 million is an important investment. Goodwill officials and supporters are inviting businesses, community leaders and individuals to make substantial contributions in a short time frame. These contributions are vital, and we ask for your philanthropic help. Here are some points to remember:

- Gifts may be made in cash or securities; other forms of gifts may be explored as well
- Pledges are possible, and we’d be happy to discuss this with you
- Your gift may be made in honor or in memory of someone. A letter recognizing your gift will be mailed to the person you are honoring or the family of the person you are memorializing
- Naming and sponsorship opportunities are available, and we’d be happy to share these with you
- Your gift to Goodwill’s *Iowa Jobs. Global Impact.* project is tax deductible to the greatest extent of the law

Details of the final contract are currently under negotiation and will be complete in the spring. The packaging building will be needed as soon as the contract is complete.




**Iowa Jobs.
Global Impact.**
The Campaign for the Goodwill of the Heartland
Vegetable Oil Packaging Venture



Iowa Jobs. Global Impact.

The Campaign for the Goodwill of the Heartland
Vegetable Oil Packaging Venture

Goodwill of the Heartland

Pat Airy, President & CEO

Jessica Schamberger, Vice-President, Operations

Mindy Kayser, Vice-President, Marketing

2017-2018 Board of Directors

Board Chair

Elayne Sexsmith, Center for Disabilities & Development,
University of Iowa

Board Vice-Chair

Tom Rocklin, Student Services, University of Iowa

Secretary

Amber Hardin, Allsteel, Muscatine

Past Board Chair

David Bywater, Tru Art Color Graphics, Iowa City

Board Members

Julie Banker, Worley Companies, Inc., Cedar Rapids

Pat Blake, State Hygienic Lab, University of Iowa, Coralville

Scott Hauser, RSM, Cedar Rapids

Charles Helms, MD, University of Iowa Hospitals & Clinics, Iowa City

Desiree Kilburg, Shuttleworth & Ingersoll PLC, Cedar Rapids

Colin Mahoney, Rockwell Collins, Cedar Rapids

Dave Murray, Nelson Electric Co., Cedar Rapids

Jodi Schafer, Cornell College, Mount Vernon

Dick Schwab, Builder of People and Organizations, Solon

Lisa Shileny, Hills Bank & Trust Company, Hills

Gregs Thomopoulos, Stanley Consultants Inc., Muscatine

Bruce Westemeyer, Procter & Gamble, Iowa City

Thais Winkleblack, MidwestOne Bank, Iowa City



Goodwill of the Heartland

1410 S 1st Ave.

Iowa City, IA 52240-6038

Phone: 866.466.7881

www.GoodwillHeartland.org



Frequently Asked Questions

Q: What is the relationship between Goodwill of the Heartland and Heartland Goodwill Enterprises?

A: Heartland Goodwill Enterprises (HGE) is a separate 501(c)3 organization affiliated with Goodwill of the Heartland. Goodwill of the Heartland created HGE in 2013 to administer its AbilityOne contracts. Goodwill of the Heartland provides administrative support to HGE including fiscal and human resources management. The CEO, CFO and senior leadership team are also the same for both organizations.

AbilityOne is a government program that partners with nonprofit agencies like HGE that create jobs for people with significant disabilities and that requires certain labor ratios. For more information on AbilityOne, visit: http://www.abilityone.gov/abilityone_program/history.html Current HGE contracts through this program include custodial work at the Iowa City Federal Building, the Herbert Hoover Library and Museum in West Branch, the Coralville Reservoir and the Federal Courthouse and Army Corps of Engineers office in Davenport.

Q: Why did Goodwill/HGE decide to pursue the vegetable oil contract?

A: This is an Iowa project. Since Iowa is a top soybean producing state, it makes sound economic and logistical sense to pursue the venture to create jobs for people with disabilities and benefit Iowa's economy. The humanitarian impact of the project is also significant. Soybean oil packaged by the HGE team will be distributed internationally to aid more than 80 million people who are food insecure.

The vegetable oil packaging venture is also consistent with Goodwill's mission and its core competencies. Since 1970, Goodwill of the Heartland has provided a Contract Services Division offering high quality and affordable assembly, packaging and inspection services to area manufacturers while simultaneously providing paid work experience and job training to individuals with employment barriers.

Q: Does Goodwill/HGE have the technical expertise to package food products?

A: Goodwill hired Power Engineers in August 2017 to consult on equipment and site selection. Power's team has edible oil experience and provides engineering project support to food giants like General Mills, Heinz and Nestle. Technical expertise that Goodwill/HGE will hire to support the business line includes: a Plant Director with edible oil experience, a Quality Manager to develop and implement quality systems to assure defect-free and safe food products, a Maintenance Manager to maintain plant equipment and a Purchasing Manager to establish and manage the supply chain.

Q: How long will Goodwill/HGE have this specific contract with the USDA?

A: The contract is long-term with no end date. It's contingent upon consistent, timely delivery of quality food products at a fair market price.



VEGETABLE OIL PACKAGING VENTURE



Iowa Jobs.
Global Impact.

Q: What jobs will be created for people with disabilities?

A: The contract is expected to create 40 jobs with an estimated 20 positions filled by people with disabilities. All team members hired to support the operation will be well-matched to positions based on work experience and skill. Entry-level Production Workers will de-palletize containers and feed the packaging line with components like cans, closures and case boxes. Sanitation Technicians will be trained to clean food processing equipment. Oil Receivers will be responsible for pumping bulk oil out of rail cars into storage tanks that feed the line.

Q: Can the filling equipment be used to package products other than vegetable oil?

A: Yes. The filling equipment is versatile. It's designed to dispense liquid and semi-viscous products such as other edible oils (corn, olive, palm, rapeseed/canola, peanut, cottonseed, coconut, sesame, sunflower), salad dressings, beverages (non-carbonated), shampoo, cosmetic cream, cough syrup, peanut butter, salsa and maple syrup.

Q: Will the organization grow the business line?

A: We're investing in filling equipment with plenty of capacity to expand the business. Additional contracts to package oil and other liquid products will be pursued with the USDA, Department of Defense and commercial customers that require private label packaging services.

Q: How does the project impact Iowa's soybean farmers?

A: Iowa's farmers plan to plant 9.8 million soybean acres in 2018 (source: Des Moines Register). Data from USDA, NASS Yield reports indicate the state's 10 year average soybean yield is 51 bushels per acre. The HGE packaging operation will consume up to 3.6 million bushels of soy beans annually. Refined oil will be sourced from companies that have deep roots in Iowa including Cargill, ADM and AGP.

Q: What funding has Goodwill/HGE secured to support the project to-date?

A: Goodwill of the Heartland plans to invest \$3.5 million from its days of cash and strategic reserves to fund business start-up. The City of Coralville (where the facility is located) has committed a \$500,000 forgivable loan. The Johnson County Board of Supervisors approved a \$100,000 Economic Development Block Grant to support the venture. A \$65,250 training fund is also being established through the State of Iowa's 260E program. (As of April 1, 2018.)

Resolution No. 2019-73

A RESOLUTION RELATING TO THE ISSUANCE OF NOT TO EXCEED \$3,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF REVENUE BONDS (HEARTLAND GOODWILL ENTERPRISES PROJECT) SERIES 2019, OF CITY OF NORTH LIBERTY, IOWA; AND SPECIFICALLY (1) DECLARING INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF SAID BONDS; (2) FIXING A DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ISSUE SAID BONDS; (3) DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE SAID BONDS; AND (4) AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT

WHEREAS, City of North Liberty, Iowa (hereinafter "Issuer"), is authorized and empowered by Chapter 419 of the Code of Iowa, as amended, (hereinafter "Act") to issue revenue bonds or notes and loan the proceeds from the sale of said bonds to one or more parties to be used to defray all or a portion of the cost of acquiring, constructing, equipping and improving land, buildings and improvements for a "project," as that term is defined in the Act, specifically including a project which is suitable for use within or within eight (8) miles of Issuer in order to create jobs and employment opportunities, and to improve the welfare of the residents of the Issuer and of the State of Iowa; and

WHEREAS, the Issuer has been requested by Heartland Goodwill Enterprises, an Iowa non-profit corporation (hereinafter "Borrower"), to authorize and issue its Revenue Bonds (the "Bonds") pursuant to the provisions of the Act for the purpose of financing all or a portion of the cost of establishing a vegetable oil packaging facility located at 3800 Second Street, Coralville, Iowa, by the purchase and installation of processing equipment and storage facilities, container filling equipment and packaging equipment, including but not limited to pumps, silos, tanks, depalletizer, cleaners, coder, conveyors, packaging, storage equipment and racks, together with all incidental items and paying the costs of issuance of the Bonds (hereinafter "Project"), which Project will be owned and operated by Borrower; and

WHEREAS, it is proposed that the Issuer loan the amount received from the sale of the Bonds to Borrower under a loan agreement between the Issuer and Borrower pursuant to which loan payments will be made by Borrower in amounts sufficient to pay the principal, interest and premium, if any, on the Bonds when due; and

WHEREAS, the Bonds shall be limited obligations of the Issuer and shall not give rise to a pecuniary liability of the Issuer or be a charge against its general credit or taxing

powers, and the principal of, interest and premium, if any, on the Bonds shall be payable solely out of the revenues derived from the Project to be financed by the Bonds; and

WHEREAS, the Issuer and the Borrower desire to comply with the requirements of Treasury Regulation Section 1.150-2 (the "Regulations") with respect to the Project prior to or within sixty (60) days of the commencement of acquisition and construction of the Project; and

WHEREAS, there has been presented to the City Council (the "Governing Body") a Memorandum of Agreement, attached hereto as Exhibit "A," which sets forth the mutual representations and agreements between the Issuer and Borrower relating to the further processing and issuance of the Bonds, and the Issuer believes it desirable that the Memorandum of Agreement be executed for and on behalf of the Issuer; and

WHEREAS, before the Bonds may be issued, it is also necessary to conduct a public hearing on the proposal to issue the Bonds, all as required and provided by Section 419.9 of the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

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

Section 1. A public hearing shall be conducted on August 13, 2019, at 6:30 p.m., before the City Council of the City of North Liberty, Iowa in the Council Room, City Hall, 3 Quail Creek Circle, North Liberty, IA 52317 on the proposal to issue not to exceed \$3,000,000 in aggregate principal amount of the Issuer's Revenue Bonds (Heartland Goodwill Enterprises Project) Series 2019, pursuant to the provisions of the Act, for the purpose of defraying all or a portion of the cost of establishing a vegetable oil packaging facility located at 3800 Second Street, Coralville, Iowa, by the purchase and installation of processing equipment and storage facilities, container filling equipment and packaging equipment, including but not limited to pumps, silos, tanks, depalletizer, cleaners, coder, conveyors, packaging, storage equipment and racks, including all necessary incidental expenses, and allowing all local residents who appear at the hearing to be given an opportunity to express their views for or against the proposal to issue the Bonds and at the conclusion of the hearing, the City Council shall adopt a resolution determining whether or not to proceed with the issuance of the Bonds.

Section 2. The City Clerk is hereby directed to publish one time, not less than fifteen (15) days prior to the date fixed for the hearing, in the North Liberty Leader, a newspaper published and having a general circulation within the City, a Notice of Intention to issue the Bonds. The Notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF INTENTION
TO ISSUE REVENUE BONDS
(HEARTLAND GOODWILL ENTERPRISES PROJECT)
SERIES 2019

Notice is hereby given that the City Council of the City of North Liberty, Iowa, (hereinafter "Issuer") will meet on the 13th day of August, 2019, in the Council Room, at the City Hall, 3 Quail Creek Circle, North Liberty, IA 52317 at 6:30 o'clock p.m., and hold a public hearing on the proposal to issue not to exceed \$3,000,000 principal amount of the Issuer's Revenue Bonds (Heartland Goodwill Enterprises Project), Series 2019, (hereinafter "Bonds") pursuant to the provisions of Chapter 419 of the Code of Iowa, as amended, and Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, for the purpose of defraying all or portion of the cost of establishing a vegetable oil packaging facility located at 3800 Second Street, Coralville, Iowa, by the purchase and installation of processing equipment and storage facilities, container filling equipment and packaging equipment, including but not limited to pumps, silos, tanks, depalletizer, cleaners, coder, conveyors, packaging, storage equipment and racks, together with all incidental items and paying the costs of issuance of the Bonds. The proposed facility will be owned and operated by Heartland Goodwill Enterprises, a non-profit corporation organized and existing under the laws of the State of Iowa (hereinafter "Borrower"), in leased real estate. It is contemplated that a Loan Agreement will be entered into between the Issuer and Borrower wherein the Issuer will loan to Borrower the proceeds from the sale of the Bonds in return for loan payments from Borrower sufficient to pay the principal of, interest and premium, if any, on such Bonds as the same shall become due and payable.

Such Bonds, if issued, and the interest thereon will be payable solely out of the revenues derived from the Loan Agreement and shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation and shall not constitute nor give rise to a pecuniary liability of the Issuer or become a charge against its general credit or taxing powers.

All local residents who appear at the public hearing or any adjournment thereof, shall be given an opportunity to express their views for or against the above stated proposal and, at the meeting or any adjournment thereof, the City Council of City of North Liberty, Iowa shall adopt a resolution determining whether or not to proceed with the issuance of the Bonds. Written comments may also be submitted by the time of the above hearing, to the Issuer at City Hall, P.O. Box 77, 3 Quail Creek Circle, North Liberty, IA 52317.

By Order of the City Council this 18th day of July, 2019.

Section 3. Based upon representations of the Borrower, the Issuer declares (a) that the Borrower proposes to undertake the Project, (b) that except for (i) expenditures aggregating no more than the lesser of One Hundred Thousand Dollars (\$100,000) or five percent (5%) of the proceeds of the Bonds, (ii) preliminary expenditures (as described in the Regulations) in an amount not to exceed twenty percent (20%) of the issue price of the Bonds, and (iii) other expenditures made not earlier than sixty (60) days before the date hereof, no expenditures for the Project have been made by the Borrower and no expenditures will be made by the Borrower until after the date hereof, and (c) the Borrower reasonably expects to reimburse the expenditures made for costs of the Project with the proceeds of the Bonds. This Resolution is a declaration of official intent with respect to the Project as described in the Resolution adopted pursuant to Section 1.150-2 of the Regulations under the Code.

Section 4. It is deemed necessary and advisable that the Memorandum of Agreement, in the form attached hereto as Exhibit "A," incorporated by reference herein, be approved and that the Mayor or Mayor Pro Tempore of the City Council be and hereby is authorized and directed to execute the Memorandum of Agreement and the City Clerk or her deputy be and hereby is authorized to attest the same and to affix the seal of the Issuer thereto.

Section 5. In order that the Project will not be unduly delayed, Borrower is hereby authorized to make such commitments, expenditures and advances towards payment of the costs of the Project as it considers appropriate, subject to reimbursement from the proceeds of the Bond when and if delivered, but otherwise without liability on the part of the Issuer.

Section 6. The officials of the Issuer are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of the Memorandum of Agreement.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption.

APPROVED AND ADOPTED this 9th day of July, 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

* * * * *

CITY CLERK'S CERTIFICATE

I, TRACEY MULCAHEY, do hereby certify that I am the duly appointed, qualified, and acting City Clerk of City of North Liberty, Iowa, and that I have in my possession or have access to the complete corporate records of the City and its City Council and officers and that I have carefully compared the transcript hereto attached with the official records and that the attached transcript is a true, correct and complete copy of all the corporate records showing action taken by the City Council of City of North Liberty, Iowa at a meeting open to the public on July 9, 2019, relating to the issuance of not to exceed \$3,000,000 aggregate principal amount of Revenue Bonds (Heartland Goodwill Enterprises Project) Series 2019, of City of North Liberty, Iowa, declaring intent to reimburse expenditures from proceeds of said Bonds, setting a date for a public hearing on the proposal to issue the Bonds, directing publication of the Notice of Intention to issue the Bonds and authorizing execution of the Memorandum of Agreement and that the proceedings remain in full force and effect and have not been amended and rescinded in any way; that the meeting and all action thereafter was duly and publicly held in accordance with the notice of meeting and tentative agenda as required pursuant to the rules of the City Council and the provisions of the Code of Iowa.

WITNESS my hand and the Corporate Seal of City of North Liberty, Iowa, hereto affixed this ____ day of July, 2019.

(Corporate Seal)

TRACEY MULCAHEY, CITY CLERK

EXHIBIT "A"

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") between the CITY OF NORTH LIBERTY, IOWA, (hereinafter "Issuer") and HEARTLAND GOODWILL ENTERPRISES, a non-profit corporation organized and existing under the laws of the State of Iowa (hereinafter "Borrower").

STATEMENT OF UNDERSTANDING

WHEREAS, the Issuer and Borrower acknowledge that Revenue Bonds issued by Issuer are subject to Section 265 of the Internal Revenue Code of 1986, as amended.

RECITALS

WHEREAS, the Issuer is authorized and empowered by Chapter 419 of the Code of Iowa, as amended, (hereinafter "Act") to issue Midwestern Disaster Area revenue bonds or notes and loan the proceeds from the sale of said bonds or notes to one or more parties to be used to defray all or a portion of the cost of acquiring, constructing, equipping and improving land, buildings and improvements for a "project," as that term is defined in the Act, specifically including a project which is suitable for a purpose for a borrower that is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 together with any other financing necessary or desirable in connection with such purpose; and

WHEREAS, the Issuer proposes to issue Revenue Bonds (hereinafter "Bonds") and to loan to Borrower the proceeds from the sale of the Bonds to enable borrower to finance the cost of establishing a vegetable oil packaging facility located at 3800 Second Street, Coralville, Iowa, by the purchase and installation of processing equipment and storage facilities, container filling equipment and packaging equipment, including but not limited to pumps, silos, tanks, depalletizer, cleaners, coder, conveyors, packaging, storage equipment and racks, together with all incidental items and paying the costs of issuance of the Bonds (hereinafter "Project"), which Project will be owned and operated by Borrower; and

WHEREAS, it is considered essential that acquisition and installation related to the Project commence at the earliest practical date, and orders be placed for acquiring, constructing and improving the Project. However, the Borrower desires satisfactory assurances from the Issuer that the proceeds from the sale of the Issuer's Bonds which, when issued, will be issued to finance the Project, will be made available in an amount sufficient to finance all or a portion of the cost of the Project, including the necessary expenses related to the issuance of the Bonds. The amount of the Bonds suggested to be issued is presently estimated not to exceed \$3,000,000.

WHEREAS, the City Council has indicated their willingness to proceed with and effect the financing as an inducement to Borrower to locate the Project in or within eight (8) miles of City and the City has advised Borrower that, subject to due compliance with all requirements of law and the obtaining of all necessary consents and approvals of any and all kind or manner to consummate this transaction and realize the Project, the Issuer will issue and sell its Bonds in an amount sufficient to finance all or a portion of the cost of the Project.

WHEREAS, the Issuer considers the undertaking of the Project will promote the economic vitality of the area, provide employment opportunities for the inhabitants of the area, increase the area's commerce, and add to the welfare and prosperity of the area and its residents.

NOW, THEREFORE, based upon the foregoing premises and the agreements and representations contained herein, it is hereby agreed between the Issuer and Borrower:

1. UNDERTAKINGS ON THE PART OF THE ISSUER. The Issuer represents, covenants and agrees as follows:

(a) That it will authorize, or cause to be authorized, the issuance and sale of an issue of its Bonds, pursuant to the terms of the Act as then in force, in an aggregate principal amount not to exceed \$3,000,000 to finance a portion of the cost of the Project.

(b) That it will cooperate with Borrower to sell the Bonds upon mutually agreeable terms, and it will adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project as aforesaid, and the entering into a Loan Agreement with the Borrower with respect to the Project, all as shall be authorized by law and mutually satisfactory to the Issuer and the Borrower.

(c) That the aggregate basic payments (i.e. the payments to be used to pay the principal of, premium, if any, and interest on the Bonds) payable under the Loan Agreement shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

2. UNDERTAKINGS ON THE PART OF THE BORROWER. The Borrower represents, covenants and agrees as follows:

(a) It will cooperate with the Issuer to sell the Bonds in an aggregate principal amount as above stated; provided, however, that the terms of the Bonds and of the sale and delivery thereof shall be mutually satisfactory to the Issuer and the Borrower.

(b) Except as permitted by Treasury Regulation 1.150-2, it has not, prior to the date sixty (60) days prior to the declaration of official intent by Issuer, acquired or commenced construction of the Project, or any part thereof, and has not paid or incurred any costs related thereto, which will be paid or reimbursed from the proceeds of the Bonds, when and if issued.

(c) Contemporaneously with the sale of the Bonds it will execute a Loan Agreement with the Issuer under the terms of which the Borrower will obligate itself to pay to the Issuer sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such instrument to contain other provisions required by law and such other provisions as shall be mutually acceptable to the Issuer and the Borrower.

(d) It will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. GENERAL PROVISIONS.

(a) All commitments of the Issuer under paragraph 1 hereof and of the Borrower under paragraph 2 hereof are subject to the condition that on or before December 31, 2019, (or such other date as shall be mutually satisfactory to the Issuer and the Borrower), the Issuer and the Borrower shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the documents referred to in paragraph 2 and the proceedings referred to in paragraphs 1 and 2 hereof.

(b) Whether or not the events set forth in (a) of this paragraph take place within the time set forth or any extension thereof, the Borrower agrees that it will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur, including but not limited to, legal fees, printing and publication costs and filing fees arising from the execution of this Agreement and the performance, or preparation to perform by the Issuer of its obligations hereunder, or done at the request of the Borrower and pay such fees as Issuer may impose.

(c) All commitments of the Issuer hereof are further subject to the conditions that the Issuer, and its elected and appointed officials, shall in no event incur any liability for any act or omission hereunder, and that the Bonds described herein shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

(d) Preparation of all resolutions, agreements, instruments, certificates or other documents in final form for adoption and execution shall be the sole responsibility of Bond Counsel, subject to review of Counsel to the Issuer.

(e) Counsel for the Issuer shall timely opine the non-existence of threatened litigation, pending litigation or claims with respect to the proposed Bond issue and render such other opinion regarding the proceedings and the regularity thereof. All other attorney's opinions or certificates with respect to issuing authority, non-arbitrage, regularity of proceedings, or otherwise shall be the responsibility of Borrower's Counsel or Bond Counsel.

(f) All commitments of the Issuer hereunder are further subject to the condition that the Bonds will only be issued if the Issuer determines that such issuance will not cause the Issuer to lose its qualification as a "qualified small issuer" within the meaning of Section 265(b)(3)(C) of the Internal Revenue Code in any year.

(g) The execution of this Memorandum of Agreement by the Issuer is not intended to nor does it create a binding commitment on the part of the Issuer to proceed with the issuance of the Bonds. It is further understood that the issuance of the Bonds is subject to further review by the City Council of the Issuer and compliance with all provisions of the Act and the Code, including the holding of a public hearing with respect thereto.

(h) This Memorandum of Agreement may be executed in any number of original counterparts, all of which evidence only one Agreement, and only one of which need be produced for any purpose.

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[SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT]

IN WITNESS WHEREOF the parties hereto have entered into this Memorandum of Agreement by their officers thereunto duly authorized as of the 9th day of July, 2019.

(Corporate Seal)

CITY OF NORTH LIBERTY, IOWA

By _____
TERRY L. DONAHUE, MAYOR

ATTEST:

TRACEY MULCAHEY, CITY CLERK

HEARTLAND GOODWILL ENTERPRISES

By _____
PATRICIA AIRY, President

Water Rate Ordinance Amendment



Utility Rate Analysis

Waste Water Rate Increase Analysis

		FY19	FY20	Difference
Base Rate	\$	30.93	\$ 31.24	\$ 0.31
Rate/1000 gallons	\$	5.57	\$ 5.63	\$ 0.06
		Cost per Month		FY20 Increase
Consumption (in gallons)		FY19	FY20	% \$
3,000	\$	42.07	\$ 42.50	1% \$ 0.43
5,000	\$	53.21	\$ 53.76	1% \$ 0.55
8,000	\$	69.92	\$ 70.65	1% \$ 0.73
11,000	\$	86.63	\$ 87.54	1% \$ 0.91

Water Rate Increase Analysis

		FY19	FY20	Difference
Base Rate	\$	16.12	\$ 16.60	\$ 0.48
Rate/1000 gallons	\$	6.51	\$ 6.71	\$ 0.20
		Cost per Month		FY20 Increase
Consumption (in gallons)		FY19	FY20	% \$
3,000	\$	29.14	\$ 30.02	3% \$ 0.88
5,000	\$	42.16	\$ 43.44	3% \$ 1.28
8,000	\$	61.69	\$ 63.57	3% \$ 1.88
11,000	\$	81.22	\$ 83.70	3% \$ 2.48

Storm Water Rate Increase Analysis

		FY19	FY20	Difference
Base Rate	\$	2.00	\$ 2.00	\$ -
Rate/1000 gallons	\$	-	\$ -	\$ -
		Cost per Month		FY20 Increase
Consumption (in gallons)		FY19	FY20	% \$
3,000	\$	2.00	\$ 2.00	0% \$ -
5,000	\$	2.00	\$ 2.00	0% \$ -
8,000	\$	2.00	\$ 2.00	0% \$ -
11,000	\$	2.00	\$ 2.00	0% \$ -

Utility Rates Increase Analysis

		Cost per Month		FY19 to FY20 Increase	
Consumption (in gallons)		FY19	FY20	%	\$
3,000	\$	73.21	\$ 74.52	2%	\$ 1.31
5,000	\$	97.37	\$ 99.20	2%	\$ 1.83
8,000	\$	133.61	\$ 136.22	2%	\$ 2.61
11,000	\$	169.85	\$ 173.24	2%	\$ 3.39

Water Utility Budget & Forecast

Water Rate Increase Analysis																
Consumption in Gallons	Monthly Water Costs Based on Usage															
		FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30		
	3,000	\$ 28.15	\$ 29.14	\$ 30.01	\$ 30.91	\$ 31.84	\$ 32.80	\$ 33.78	\$ 34.80	\$ 35.84	\$ 36.91	\$ 38.02	\$ 39.16	\$ 39.16		
	5,000	\$ 40.73	\$ 42.16	\$ 43.43	\$ 44.73	\$ 46.07	\$ 47.45	\$ 48.88	\$ 50.34	\$ 51.85	\$ 53.41	\$ 55.01	\$ 56.66	\$ 56.66		
	8,000	\$ 59.60	\$ 61.69	\$ 63.54	\$ 65.45	\$ 67.41	\$ 69.43	\$ 71.52	\$ 73.66	\$ 75.87	\$ 78.15	\$ 80.49	\$ 82.91	\$ 82.91		
	11,000	\$ 78.47	\$ 81.22	\$ 83.66	\$ 86.17	\$ 88.75	\$ 91.42	\$ 94.16	\$ 96.98	\$ 99.89	\$ 102.89	\$ 105.98	\$ 109.15	\$ 109.15		
	15,000	\$ 103.63	\$ 107.26	\$ 110.48	\$ 113.79	\$ 117.21	\$ 120.72	\$ 124.35	\$ 128.08	\$ 131.92	\$ 135.88	\$ 139.95	\$ 144.15	\$ 144.15		
	3,000		\$ 0.99	\$ 0.87	\$ 0.90	\$ 0.93	\$ 0.96	\$ 0.98	\$ 1.01	\$ 1.04	\$ 1.08	\$ 1.11	\$ 1.14	\$ -		
	5,000		\$ 1.43	\$ 1.26	\$ 1.30	\$ 1.34	\$ 1.38	\$ 1.42	\$ 1.47	\$ 1.51	\$ 1.56	\$ 1.60	\$ 1.65	\$ -		
	8,000		\$ 2.09	\$ 1.85	\$ 1.91	\$ 1.96	\$ 2.02	\$ 2.08	\$ 2.15	\$ 2.21	\$ 2.28	\$ 2.34	\$ 2.41	\$ -		
11,000		\$ 2.75	\$ 2.44	\$ 2.51	\$ 2.59	\$ 2.66	\$ 2.74	\$ 2.82	\$ 2.91	\$ 3.00	\$ 3.09	\$ 3.18	\$ -			
15,000		\$ 3.63	\$ 3.22	\$ 3.31	\$ 3.41	\$ 3.52	\$ 3.62	\$ 3.73	\$ 3.84	\$ 3.96	\$ 4.08	\$ 4.20	\$ -			
3,000		\$ 11.88	\$ 10.49	\$ 10.81	\$ 11.13	\$ 11.46	\$ 11.81	\$ 12.16	\$ 12.53	\$ 12.90	\$ 13.29	\$ 13.69	\$ -			
5,000		\$ 17.17	\$ 15.18	\$ 15.63	\$ 16.10	\$ 16.59	\$ 17.08	\$ 17.60	\$ 18.12	\$ 18.67	\$ 19.23	\$ 19.80	\$ -			
8,000		\$ 25.09	\$ 22.21	\$ 22.88	\$ 23.56	\$ 24.27	\$ 25.00	\$ 25.75	\$ 26.52	\$ 27.31	\$ 28.13	\$ 28.98	\$ -			
11,000		\$ 33.02	\$ 29.24	\$ 30.12	\$ 31.02	\$ 31.95	\$ 32.91	\$ 33.90	\$ 34.91	\$ 35.96	\$ 37.04	\$ 38.15	\$ -			
15,000		\$ 43.59	\$ 38.61	\$ 39.77	\$ 40.97	\$ 42.19	\$ 43.46	\$ 44.76	\$ 46.11	\$ 47.49	\$ 48.92	\$ 50.38	\$ -			

Water Utility Budget & Forecast

	FY18 Actual	FY19 Budget	FY20 Budget	FY21 Estimated	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated	FY30 Estimated
Budget Inflation Rate		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Number of Accounts	8,745	8,920	9,098	9,280	9,466	9,655	9,848	10,045	10,246	10,451	10,660	10,873	11,091
Gallons Sold	369,829,000	365,000,000	372,300,000	379,746,000	387,340,920	395,087,738	402,989,493	411,049,283	419,270,269	427,655,674	436,208,788	444,932,963	453,831,623
Proposed Rate Increase	5%	3.5%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	0%
Base Rate	\$ 15.57	\$ 16.12	\$ 16.60	\$ 17.10	\$ 17.61	\$ 18.14	\$ 18.69	\$ 19.25	\$ 19.83	\$ 20.42	\$ 21.03	\$ 21.66	\$ 21.66
Rate/1000 Gallons	\$ 6.29	\$ 6.51	\$ 6.71	\$ 6.91	\$ 7.11	\$ 7.33	\$ 7.55	\$ 7.77	\$ 8.01	\$ 8.25	\$ 8.49	\$ 8.75	\$ 8.75
Revenues													
Water Sales	\$ 3,348,619	\$ 3,484,832	\$ 3,657,116	\$ 3,838,118	\$ 4,028,279	\$ 4,228,062	\$ 4,437,954	\$ 4,658,466	\$ 4,890,137	\$ 5,133,529	\$ 5,389,238	\$ 5,657,886	\$ 5,769,443
Sales Tax	\$ 215,449	\$ 213,275	\$ 224,410	\$ 230,287	\$ 241,697	\$ 253,684	\$ 266,277	\$ 279,508	\$ 293,408	\$ 308,012	\$ 323,354	\$ 339,473	\$ 346,167
Connection Fees/Permits	\$ 172,712	\$ 150,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000
Use of Money	\$ 869	\$ 28,785	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ 4,051	\$ 5,500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Water Utility Revenues	\$ 3,741,700	\$ 3,882,392	\$ 3,992,026	\$ 4,176,905	\$ 4,378,476	\$ 4,590,246	\$ 4,812,731	\$ 5,046,474	\$ 5,292,045	\$ 5,550,041	\$ 5,821,092	\$ 6,105,859	\$ 6,224,110
Expenditures													
Budget Inflation Rate		4.01%	1.74%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 545,101	\$ 666,561	\$ 669,961	\$ 703,459	\$ 738,632	\$ 775,564	\$ 814,342	\$ 855,059	\$ 897,812	\$ 942,702	\$ 989,838	\$ 1,039,329	\$ 1,091,296
Services & Commodities	\$ 1,247,587	\$ 1,327,565	\$ 1,315,832	\$ 1,381,624	\$ 1,450,705	\$ 1,523,240	\$ 1,599,402	\$ 1,679,372	\$ 1,763,341	\$ 1,851,508	\$ 1,944,083	\$ 2,041,287	\$ 2,143,352
Capital	\$ 1,908	\$ -	\$ 50,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ -	\$ -
Transfers													
Equipment Revolving	\$ 173,356	\$ 237,000	\$ 130,000	\$ 29,500	\$ 75,000	\$ 39,000	\$ 152,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Capital Reserve	\$ 300,000	\$ 80,000	\$ 165,000	\$ 325,235	\$ 83,750	\$ 280,000	\$ 280,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000
Revenue Debt	\$ 824,409	\$ 969,285	\$ 1,034,275	\$ 1,725,555	\$ 1,524,255	\$ 1,501,168	\$ 1,272,818	\$ 1,601,848	\$ 1,603,588	\$ 1,653,760	\$ 1,654,160	\$ 1,654,020	\$ 1,654,020
GO Debt	\$ 388,738	\$ 390,900	\$ 393,350	\$ 320,600	\$ 319,800	\$ 243,900	\$ 249,400	\$ 249,700	\$ 249,900	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 356,855	\$ 320,546	\$ 303,049	\$ 275,774	\$ 245,015	\$ 210,490	\$ 221,015	\$ 232,065	\$ 243,669	\$ 255,852	\$ 268,645	\$ 282,077	\$ 296,181
Upcoming Projects													
SW Growth Utilities	\$ -	\$ -	\$ -	\$ -	\$ 143,603	\$ 143,103	\$ 144,542	\$ 143,792	\$ 144,943	\$ 143,863	\$ 144,653	\$ 143,165	\$ 143,561
Control Building & Maintenance Facility Addition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,114	\$ 160,715	\$ 159,880	\$ 161,161	\$ 159,595
Plant Expansion & Well(s)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 359,884	\$ 359,884
Total Water Utility Expenditures	\$ 3,837,954	\$ 3,991,857	\$ 4,061,467	\$ 4,836,747	\$ 4,655,760	\$ 4,791,465	\$ 4,808,519	\$ 5,041,836	\$ 5,342,367	\$ 5,288,400	\$ 5,441,259	\$ 5,885,924	\$ 6,052,889
Net Change in Fund Balance	\$ (96,254)	\$ (109,465)	\$ (69,441)	\$ (659,841)	\$ (277,284)	\$ (201,219)	\$ 4,212	\$ 4,638	\$ (50,322)	\$ 261,641	\$ 379,834	\$ 219,935	\$ 171,221
Beginning Fund Balance	\$ 1,596,245	\$ 1,499,991	\$ 1,390,526	\$ 1,321,085	\$ 661,243	\$ 383,959	\$ 182,740	\$ 186,952	\$ 191,590	\$ 141,268	\$ 402,909	\$ 782,743	\$ 1,002,678
Ending Fund Balance	\$ 1,499,991	\$ 1,390,526	\$ 1,321,085	\$ 661,243	\$ 383,959	\$ 182,740	\$ 186,952	\$ 191,590	\$ 141,268	\$ 402,909	\$ 782,743	\$ 1,002,678	\$ 1,173,899
% Reserved	39.08%	34.88%	32.53%	13.67%	8.25%	3.81%	3.89%	3.80%	2.64%	7.62%	14.39%	17.04%	19.39%
Total Personnel Costs	\$ 545,101	\$ 666,561	\$ 669,961	\$ 703,459	\$ 738,632	\$ 775,564	\$ 814,342	\$ 855,059	\$ 897,812	\$ 942,702	\$ 989,838	\$ 1,039,329	\$ 1,091,296
% of Water Utility Expenditures	14.20%	16.70%	16.50%	14.54%	15.86%	16.19%	16.94%	16.96%	16.81%	17.83%	18.19%	17.66%	18.03%
Debt Service Coverage													
Net Revenue/All Revenue Debt	2.36	1.95	1.89	1.17	1.39	1.48	1.83	1.52	1.59	1.62	1.70	1.50	1.48
Required Coverage	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
Desired Coverage	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Difference (Actual vs. Required)	1.16	0.75	0.69	(0.03)	0.19	0.28	0.63	0.32	0.39	0.42	0.50	0.30	0.28

Loan Payment for the Well #5 recasing project (tentative 8-year repayment schedule).

Ordinance No. 2019-10

AN ORDINANCE AMENDING CHAPTER 92.02, ENTITLED "RATES FOR SERVICE," OF THE MUNICIPAL CODE OF NORTH LIBERTY BY ADOPTING A NEW SECTION 92.02 TO INCREASE THE CHARGES FOR WATER USED

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

SECTION 1. AMENDMENT Chapter 92.02 "Rates for Service," of the Municipal Code of North Liberty be, and the same is hereby amended, by repealing Section 92.02 therein, and enacting in lieu thereof new sections to be codified the same to read as follows:

92.02 RATES FOR SERVICE.

Gallons Used Per Month	Rate
First 1,000 gallons	\$ 16.60
All over 1,000 gallons	\$ 6.71

Service to industrial establishments may be by contract, if the City finds such an arrangement to be in the best interest of the City.

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 June 11, 2019.

Second reading on June 25, 2019.

Third and final reading _____.

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. 2019-10 in *The Leader* on the ___ day of _____, 2019.

TRACEY MULCAHEY, CITY CLERK

Sewer Rate Ordinance Amendment



Waste Water Utility Budget & Forecast

Waste Water Rate Increase Analysis																
Consumption in Gallons	Monthly Waste Water Costs Based on Usage															
		FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30		
	3,000	\$ 40.85	\$ 42.08	\$ 42.50	\$ 42.92	\$ 43.35	\$ 43.78	\$ 43.78	\$ 43.78	\$ 43.78	\$ 43.78	\$ 43.78	\$ 43.78	\$ 43.78	\$	43.78
	5,000	\$ 51.67	\$ 53.22	\$ 53.75	\$ 54.29	\$ 54.83	\$ 55.38	\$ 55.38	\$ 55.38	\$ 55.38	\$ 55.38	\$ 55.38	\$ 55.38	\$ 55.38	\$	55.38
	8,000	\$ 67.90	\$ 69.94	\$ 70.64	\$ 71.34	\$ 72.06	\$ 72.78	\$ 72.78	\$ 72.78	\$ 72.78	\$ 72.78	\$ 72.78	\$ 72.78	\$ 72.78	\$	72.78
	11,000	\$ 84.13	\$ 86.65	\$ 87.52	\$ 88.40	\$ 89.28	\$ 90.17	\$ 90.17	\$ 90.17	\$ 90.17	\$ 90.17	\$ 90.17	\$ 90.17	\$ 90.17	\$	90.17
	15,000	\$ 105.77	\$ 108.94	\$ 110.03	\$ 111.13	\$ 112.24	\$ 113.37	\$ 113.37	\$ 113.37	\$ 113.37	\$ 113.37	\$ 113.37	\$ 113.37	\$ 113.37	\$	113.37
	3,000		\$ 1.23	\$ 0.42	\$ 0.42	\$ 0.43	\$ 0.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	5,000		\$ 1.55	\$ 0.53	\$ 0.54	\$ 0.54	\$ 0.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	8,000		\$ 2.04	\$ 0.70	\$ 0.71	\$ 0.71	\$ 0.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	11,000		\$ 2.52	\$ 0.87	\$ 0.88	\$ 0.88	\$ 0.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	15,000		\$ 3.17	\$ 1.09	\$ 1.10	\$ 1.11	\$ 1.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	3,000		\$ 14.71	\$ 5.05	\$ 5.10	\$ 5.15	\$ 5.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	5,000		\$ 18.60	\$ 6.39	\$ 6.45	\$ 6.51	\$ 6.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	8,000		\$ 24.44	\$ 8.39	\$ 8.48	\$ 8.56	\$ 8.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	11,000		\$ 30.29	\$ 10.40	\$ 10.50	\$ 10.61	\$ 10.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	15,000		\$ 38.08	\$ 13.07	\$ 13.20	\$ 13.34	\$ 13.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-

Waste Water Utility Budget & Forecast

	FY18 Actual	FY19 Budget	FY20 Budget	FY21 Estimated	FY22 Estimated	FY23 Estimated	FY24 Estimated	FY25 Estimated	FY26 Estimated	FY27 Estimated	FY28 Estimated	FY29 Estimated	FY30 Estimated
Budget Inflation Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Number of Accounts	8,492	8,662	8,835	9,012	9,192	9,376	9,563	9,755	9,950	10,149	10,352	10,559	10,770
Gallons Sold	366,756,000	362,000,000	369,240,000	376,624,800	384,157,296	391,840,442	399,677,251	407,670,796	415,824,212	424,140,696	432,623,510	441,275,980	450,101,500
Proposed Rate Increase	5%	3%	1%	1%	1%	1%	0%	0%	0%	0%	0%	0%	0%
Base Rate	\$ 30.03	\$ 30.93	\$ 31.24	\$ 31.55	\$ 31.87	\$ 32.19	\$ 32.19	\$ 32.19	\$ 32.19	\$ 32.19	\$ 32.19	\$ 32.19	\$ 32.19
Rate/1000 Gallons	\$ 5.41	\$ 5.57	\$ 5.63	\$ 5.68	\$ 5.74	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80
Revenues													
Waste Water Sales	\$ 4,460,433	\$ 4,604,773	\$ 4,743,837	\$ 4,887,101	\$ 5,034,691	\$ 5,186,739	\$ 5,290,474	\$ 5,396,283	\$ 5,504,209	\$ 5,614,293	\$ 5,726,579	\$ 5,841,111	\$ 5,957,933
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Fees/Permits	\$ 46,775	\$ 40,000	\$ 35,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Use of Money	\$ 748	\$ 40,000	\$ 20,000	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Miscellaneous	\$ 1,913	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Waste Water Utility Revenues	\$ 4,509,869	\$ 4,690,773	\$ 4,804,837	\$ 4,918,401	\$ 5,065,991	\$ 5,218,039	\$ 5,321,774	\$ 5,427,583	\$ 5,535,509	\$ 5,645,593	\$ 5,757,879	\$ 5,872,411	\$ 5,989,233
Expenditures													
Budget Inflation Rate		25.29%	15.00%	10.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$ 573,973	\$ 773,502	\$ 712,183	\$ 783,401	\$ 822,571	\$ 863,700	\$ 906,885	\$ 952,229	\$ 999,841	\$ 1,049,833	\$ 1,102,324	\$ 1,157,441	\$ 1,215,313
Services & Commodities	\$ 626,104	\$ 1,017,475	\$ 1,025,975	\$ 1,128,573	\$ 1,185,001	\$ 1,244,251	\$ 1,306,464	\$ 1,371,787	\$ 1,440,376	\$ 1,512,395	\$ 1,588,015	\$ 1,667,416	\$ 1,750,786
Capital	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers													
Equipment Revolving	\$ 12,000	\$ 87,000	\$ 65,000	\$ 80,000	\$ 84,750	\$ 90,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Capital Reserve	\$ 205,500	\$ 485,500	\$ 530,388	\$ 565,083	\$ 370,000	\$ 370,000	\$ 370,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
Revenue Debt	\$ 1,837,468	\$ 1,828,789	\$ 1,725,139	\$ 1,777,283	\$ 1,779,164	\$ 1,780,726	\$ 1,782,472	\$ 1,785,516	\$ 1,786,354	\$ 1,789,735	\$ 1,557,153	\$ 1,575,477	\$ 1,576,119
GO Debt	\$ 370,145	\$ 476,400	\$ 472,350	\$ 473,200	\$ 468,800	\$ 469,300	\$ 469,600	\$ 469,650	\$ 469,450	\$ 139,050	\$ -	\$ -	\$ -
Billing & Accounting	\$ 356,855	\$ 320,546	\$ 303,049	\$ 275,774	\$ 245,015	\$ 210,490	\$ 221,015	\$ 232,065	\$ 243,669	\$ 255,852	\$ 268,645	\$ 282,077	\$ 296,181
Upcoming Projects													
Sewer Lines & Generator	\$ -	\$ -	\$ -	\$ 71,540	\$ 71,885	\$ 72,159	\$ 72,367	\$ 72,484	\$ 70,819	\$ 70,787	\$ 72,339	\$ 72,044	\$ 71,651
SW Growth Utilities	\$ -	\$ -	\$ -	\$ -	\$ 281,879	\$ 280,851	\$ 283,131	\$ 281,670	\$ 283,449	\$ 281,415	\$ 282,567	\$ 283,308	\$ 283,670
Mid/Long Term Projects	\$ -	\$ -	\$ -	\$ 206,550	\$ 206,675	\$ 206,638	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438
Total Waste Water Utility Expenditures	\$ 3,982,045	\$ 4,989,212	\$ 4,884,084	\$ 5,361,404	\$ 5,515,740	\$ 5,588,115	\$ 5,693,372	\$ 5,846,839	\$ 5,975,396	\$ 5,780,505	\$ 5,552,481	\$ 5,719,200	\$ 5,875,158
Net Change in Fund Balance	\$ 527,824	\$ (298,439)	\$ (79,247)	\$ (443,003)	\$ (449,749)	\$ (370,076)	\$ (371,598)	\$ (419,256)	\$ (439,887)	\$ (134,912)	\$ 205,398	\$ 153,210	\$ 114,075
Beginning Fund Balance	\$ 3,685,993	\$ 4,213,817	\$ 3,915,378	\$ 3,836,131	\$ 3,393,128	\$ 2,943,379	\$ 2,573,303	\$ 2,201,705	\$ 1,782,449	\$ 1,342,562	\$ 1,207,651	\$ 1,413,049	\$ 1,566,259
Ending Fund Balance	\$ 4,213,817	\$ 3,915,378	\$ 3,836,131	\$ 3,393,128	\$ 2,943,379	\$ 2,573,303	\$ 2,201,705	\$ 1,782,449	\$ 1,342,562	\$ 1,207,651	\$ 1,413,049	\$ 1,566,259	\$ 1,680,334
% Reserved	105.82%	78.48%	78.54%	63.29%	53.36%	46.05%	38.67%	30.49%	22.47%	20.89%	25.45%	27.39%	28.60%
Total Personnel Costs	\$ 573,973	\$ 773,502	\$ 712,183	\$ 783,401	\$ 822,571	\$ 863,700	\$ 906,885	\$ 952,229	\$ 999,841	\$ 1,049,833	\$ 1,102,324	\$ 1,157,441	\$ 1,215,313
% of Waste Water Utility Expenditures	14.41%	15.50%	14.58%	14.61%	14.91%	15.46%	15.93%	16.29%	16.73%	18.16%	19.85%	20.24%	20.69%
Debt Service Coverage													
Net Revenue/All Revenue Debt	1.80	1.59	1.68	1.63	1.65	1.68	1.68	1.67	1.67	1.66	1.88	1.85	1.92
Required Coverage	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
Desired Coverage	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Difference (Actual vs. Required)	0.60	0.39	0.48	0.43	0.45	0.48	0.48	0.47	0.47	0.46	0.68	0.65	0.72

Ordinance No. 2019-11

AN ORDINANCE AMENDING CHAPTER 99.02 ENTITLED "RATE," OF THE MUNICIPAL CODE OF NORTH LIBERTY BY ADOPTING A NEW SECTION 99.02 TO INCREASE THE CHARGES FOR SANITARY SEWER SERVICES

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

SECTION 1. AMENDMENT Chapter 99.02 "Rate," of the Municipal Code of North Liberty be, and the same is hereby amended, by repealing Section 99.02 therein, and enacting in lieu thereof new sections to be codified the same to read as follows:

99.02 RATE.

Gallons Used Per Month	Rate
First 1,000 gallons	\$ 31.24
All over 1,000 gallons	\$ 5.63

Service to industrial establishments may be by contract, if the City finds such an arrangement to be in the best interest of the City.

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 June 11, 2019.

Second reading on June 25, 2019.

Third and final reading _____.

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. 2019-11 in *The Leader* on the ___ day of _____, 2019.

TRACEY MULCAHEY, CITY CLERK

Backflow Prevention Ordinance Amendment



ORDINANCE NO. ____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF NORTH LIBERTY, IOWA, CLARIFYING AND**

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. AMENDMENT. Section 90.23 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

1. Definitions. For use in this section, terms are defined in the current ~~International State~~ Plumbing Code, as adopted and amended in Chapter 157 of this Code.

2. Applicability. A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from nonpotable liquids, solids or gases being introduced into the potable water supply through cross connections or any other piping connections to the system.

A. The potable water supply to automatic fire sprinkler and standpipe systems shall be protected against backflow by a double check backflow prevention assembly, a double check fire protection backflow prevention assembly or a reduced pressure principle fire protection backflow prevention assembly.

B. The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric vacuum breaker, a pressure vacuum breaker assembly or a reduced pressure principle backflow prevention assembly. Valves shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow prevention assembly.

C. Where a potable water connection is made to a nonpotable line, fixture, tank, vat, pump or other equipment subject to high hazard backpressure, the potable water connection shall be protected by a reduced pressure principle backflow prevention assembly.

D. Where chemical dispensers connect to the potable water distribution system, the water supply system shall be protected against backflow in accordance with plumbing code.

E. Where the portable cleaning equipment connects to the water distribution system, the water supply system shall be protected against backflow in accordance with the plumbing code.

F. Where dental pumping equipment connects to the water distribution system, the water supply system shall be protected against backflow in accordance with the plumbing code.

G. The water supply connection to coffee machines and noncarbonated beverage dispensers shall be protected against backflow by a backflow preventer conforming to ASSE 1022 or by an air gap.

3. Devices. Reduced pressure principle, double check, pressure vacuum breaker, reduced pressure detector fire protection, double check detector fire protection, and spill-resistant vacuum breaker backflow preventer assemblies and hose connection backflow preventers shall be tested at the time of installation, immediately after repairs or relocation, and at least annually.

4. Responsibility for Administration. The Building Official shall administer, implement, and enforce the provisions of this section. Any powers granted or duties imposed upon the Building Official may be delegated by the Building Official to persons or entities acting in the beneficial interest of or in the employ of the City.

5. Right of Entry. The Building Official shall be permitted access to a customer's premises, upon showing proper identification or upon search warrant by a court of appropriate jurisdiction, as often as necessary to ensure compliance with this section.

6. New Water Services and Modifications to Existing Services. Prior to the issuance of a building permit, the contractor/builder shall submit plans for a new water service or modifications to an existing service to the Building Official for review. The Building Official shall determine the type of backflow prevention assembly required for containment based upon the degree of hazard. The Building Official shall require the installation of the appropriate backflow prevention assembly for containment prior to the initiation of water service.

7. Containment/Isolation. All customers whose premises are not classified as single-family residential by the Building Official shall be inspected by the Building Official to determine the type and degree of hazard to the water system. Upon conclusion of the inspection, the Building Official shall determine the type of backflow prevention assembly required to achieve containment and isolation. Upon written notice, the customer, at the customer's own expense, shall install all backflow prevention assemblies mandated by the Building Official.

8. Annual Report and Inspection by Customer. When a water service is initially installed or an existing water service is modified, the service shall be tested and approved by the Building Official. Every twelve (12) months thereafter, the customer shall submit to the Building Official a report from a registered backflow prevention assembly technician, certifying that containment and isolation on the customer's premises have been achieved.

9. Annual Certification Fee. For each annual certification report, as required in Paragraph 6, the customer shall pay a fee, the amount for which shall be set by resolution of the City Council.

10. Customer. Responsibilities of the customer shall be as follows:

A. The customer shall be responsible for ensuring that no cross connections exist without backflow protection approved by the Building Official within his or her premises starting at the point of service from the public potable water system.

B. The customer shall be responsible, at his or her own expense, for the installation, operation, testing and maintenance of backflow prevention assemblies.

C. The customer shall ensure that complete and accurate copies of records of the installation of the backflow repair system, and records of all tests and repairs made to the backflow prevention assembly are provided to the Building Official within fifteen (15) days after installation, testing and/or repairs are completed.

D. If a backflow incident occurs, the customer shall immediately notify the North Liberty Water Department of the incident, and take reasonable steps to confine the contamination or pollution.

11. Backflow prevention assembly technicians. A backflow prevention assembly technician, as set forth in Paragraph 8 above, must be registered with the State of Iowa, and shall include his or her registration number on all correspondence and forms required by or associated with this section.

12. Registered backflow prevention assembly technician noncompliance. Noncompliance with any of the following by a registered backflow prevention assembly technician shall be grounds for reporting such individual to the Iowa Department of Public Health:

A. Improper testing or repair of backflow prevention assemblies.

B. Improper reporting of the results of testing or of repairs made to backflow prevention assemblies.

C. Failure to meet registration requirements.

D. Unethical practices.

13. Installation of backflow prevention assemblies. Backflow prevention assemblies shall be installed in compliance with the following and the State Plumbing Code:

A. The required backflow prevention assemblies for containment shall be installed in horizontal plumbing immediately following the meter or as close to that location as deemed practical by Building Official. In any case, such assemblies shall be located upstream from any branch piping. Installation at this point does not eliminate the responsibility of the customer to protect the water supply system from contamination or pollution between the backflow prevention assembly and the water main.

B. Reduced pressure principle backflow prevention assemblies shall be installed so as to be protected from flooding.

C. Reduced pressure principle backflow prevention assemblies shall not be installed in underground vaults or pits.

D. All backflow prevention assemblies shall be protected from freezing. Those devices used for seasonal water services may be removed in lieu of being protected from freezing; however, the devices must be reinstalled and tested by a registered backflow prevention technician prior to service being reactivated. If hot water is used within the water system, thermal expansion shall be provided for when installing a backflow prevention assembly for containment.

E. Provisions shall be made to convey the discharge of water from reduced pressure principle backflow prevention assemblies to a suitable drain.

F. No backflow prevention assemblies shall be installed in a place where it would create a safety hazard, such as but not limited to over an electrical panel or above ceiling level.

G. If interruption of water service during testing and repair of backflow prevention assemblies for containment is unacceptable, another backflow prevention assembly, sized to handle the temporary water flow need during the time of test or repair, should be installed in parallel piping.

H. All backflow prevention assemblies shall be installed so that they are accessible for testing as stated in the State Plumbing Code.

I. All shutoff valves shall conform with the current edition of the Manual of Cross-Connection Control requirements for either ball or resilient seat gate valves at the time of installation. Ball valves shall be used on assemblies installed in piping two inches and smaller and resilient seat gate valves on assemblies installed in piping larger than two inches.

J. Location and protection of the containment assembly shall be approved by the Building Official prior to installation.

14. Testing of backflow prevention assemblies. Backflow prevention assemblies shall be tested as follows:

A. Testing of backflow prevention assemblies shall be performed by a registered backflow prevention assembly technician.

B. The costs of tests requirements shall be borne by the customer.

C. The testing company shall remit uploading filing fees.

D. Backflow prevention assemblies shall be tested upon installation and tested and inspected at least annually.

E. Backflow prevention assemblies which are in place, but have been out of operation for more than three months, shall be tested before being put back into operation.

F. Backflow prevention assemblies used in seasonal applications shall be tested before being put into operation each season.

G. Any backflow prevention assembly which fails a periodic test shall be repaired or replaced immediately. When water service has been terminated for noncompliance, the backflow prevention assembly shall be repaired or replaced prior to the resumption of water service. A registered backflow prevention assembly technician shall retest backflow preventer immediately after repair or replacement.

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 5. 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 _____ in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2019-12

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH LIBERTY, IOWA, CLARIFYING BACKFLOW PREVENTION ASSEMBLY INSTALLATION AND TESTING RESPONSIBILITIES AND PROCEDURES

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. AMENDMENT. Section 90.23 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

1. Definitions. For use in this section, terms are defined in the current State Plumbing Code, as adopted and amended in Chapter 157 of this Code.
2. Applicability. A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from nonpotable liquids, solids or gases being introduced into the potable water supply through cross connections or any other piping connections to the system.
 - A. The potable water supply to automatic fire sprinkler and standpipe systems shall be protected against backflow by a double check backflow prevention assembly, a double check fire protection backflow prevention assembly or a reduced pressure principle fire protection backflow prevention assembly.
 - B. The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric vacuum breaker, a pressure vacuum breaker assembly or a reduced pressure principle backflow prevention assembly. Valves shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow prevention assembly.
 - C. Where a potable water connection is made to a nonpotable line, fixture, tank, vat, pump or other equipment subject to high hazard backpressure, the potable water connection shall be protected by a reduced pressure principle backflow prevention assembly.
 - D. Where chemical dispensers connect to the potable water distribution system, the water supply system shall be protected against backflow in accordance with plumbing code.
 - E. Where the portable cleaning equipment connects to the water distribution system, the water supply system shall be protected against backflow in accordance with the plumbing code.

F. Where dental pumping equipment connects to the water distribution system, the water supply system shall be protected against backflow in accordance with the plumbing code.

G. The water supply connection to coffee machines and noncarbonated beverage dispensers shall be protected against backflow by a backflow preventer conforming to ASSE 1022 or by an air gap.

3. Devices. Reduced pressure principle, double check, pressure vacuum breaker, reduced pressure detector fire protection, double check detector fire protection, and spill-resistant vacuum breaker backflow preventer assemblies and hose connection backflow preventers shall be tested at the time of installation, immediately after repairs or relocation, and at least annually.

4. Responsibility for Administration. The Building Official shall administer, implement, and enforce the provisions of this section. Any powers granted or duties imposed upon the Building Official may be delegated by the Building Official to persons or entities acting in the beneficial interest of or in the employ of the City.

5. Right of Entry. The Building Official shall be permitted access to a customer's premises, upon showing proper identification or upon search warrant by a court of appropriate jurisdiction, as often as necessary to ensure compliance with this section.

6. New Water Services and Modifications to Existing Services. Prior to the issuance of a building permit, the contractor/builder shall submit plans for a new water service or modifications to an existing service to the Building Official for review. The Building Official shall determine the type of backflow prevention assembly required for containment based upon the degree of hazard. The Building Official shall require the installation of the appropriate backflow prevention assembly for containment prior to the initiation of water service.

7. Containment/Isolation. All customers whose premises are not classified as single-family residential by the Building Official shall be inspected by the Building Official to determine the type and degree of hazard to the water system. Upon conclusion of the inspection, the Building Official shall determine the type of backflow prevention assembly required to achieve containment and isolation. Upon written notice, the customer, at the customer's own expense, shall install all backflow prevention assemblies mandated by the Building Official.

8. Annual Report and Inspection by Customer. When a water service is initially installed or an existing water service is modified, the service shall be tested and approved by the Building Official. Every twelve (12) months thereafter, the customer shall submit to the Building Official a report from a

registered backflow prevention assembly technician, certifying that containment and isolation on the customer's premises have been achieved.

9. Annual Certification Fee. For each annual certification report, as required in Paragraph 6, the customer shall pay a fee, the amount for which shall be set by resolution of the City Council.

10. Customer. Responsibilities of the customer shall be as follows:

A. The customer shall be responsible for ensuring that no cross connections exist without backflow protection approved by the Building Official within his or her premises starting at the point of service from the public potable water system.

B. The customer shall be responsible, at his or her own expense, for the installation, operation, testing and maintenance of backflow prevention assemblies.

C. The customer shall ensure that complete and accurate copies of records of the installation of the backflow repair system, and records of all tests and repairs made to the backflow prevention assembly are provided to the Building Official within fifteen (15) days after installation, testing and/or repairs are completed.

D. If a backflow incident occurs, the customer shall immediately notify the North Liberty Water Department of the incident, and take reasonable steps to confine the contamination or pollution.

11. Backflow prevention assembly technicians. A backflow prevention assembly technician, as set forth in Paragraph 8 above, must be registered with the State of Iowa, and shall include his or her registration number on all correspondence and forms required by or associated with this section.

12. Registered backflow prevention assembly technician noncompliance. Noncompliance with any of the following by a registered backflow prevention assembly technician shall be grounds for reporting such individual to the Iowa Department of Public Health:

A. Improper testing or repair of backflow prevention assemblies.

B. Improper reporting of the results of testing or of repairs made to backflow prevention assemblies.

C. Failure to meet registration requirements.

D. Unethical practices.

13. Installation of backflow prevention assemblies. Backflow prevention assemblies shall be installed in compliance with the following and the State Plumbing Code:

A. The required backflow prevention assemblies for containment shall be installed in horizontal plumbing immediately following the meter or as close to that location as deemed practical by Building Official. In any case, such assemblies shall be located upstream from any branch piping. Installation at this point does not eliminate the responsibility of the customer to protect the water supply system from contamination or pollution between the backflow prevention assembly and the water main.

B. Reduced pressure principle backflow prevention assemblies shall be installed so as to be protected from flooding.

C. Reduced pressure principle backflow prevention assemblies shall not be installed in underground vaults or pits.

D. All backflow prevention assemblies shall be protected from freezing. Those devices used for seasonal water services may be removed in lieu of being protected from freezing; however, the devices must be reinstalled and tested by a registered backflow prevention technician prior to service being reactivated. If hot water is used within the water system, thermal expansion shall be provided for when installing a backflow prevention assembly for containment.

E. Provisions shall be made to convey the discharge of water from reduced pressure principle backflow prevention assemblies to a suitable drain.

F. No backflow prevention assemblies shall be installed in a place where it would create a safety hazard, such as but not limited to over an electrical panel or above ceiling level.

G. If interruption of water service during testing and repair of backflow prevention assemblies for containment is unacceptable, another backflow prevention assembly, sized to handle the temporary water flow need during the time of test or repair, should be installed in parallel piping.

H. All backflow prevention assemblies shall be installed so that they are accessible for testing as stated in the State Plumbing Code.

I. All shutoff valves shall conform with the current edition of the Manual of Cross-Connection Control requirements for either ball or resilient seat gate valves at the time of installation. Ball valves shall be used on assemblies installed in piping two inches and smaller and resilient seat gate valves on assemblies installed in piping larger than two inches.

J. Location and protection of the containment assembly shall be approved by the Building Official prior to installation.

14. Testing of backflow prevention assemblies. Backflow prevention assemblies shall be tested as follows:

A. Testing of backflow prevention assemblies shall be performed by a registered backflow prevention assembly technician.

B. The costs of tests requirements shall be borne by the customer.

C. The testing company shall remit uploading filing fees.

D. Backflow prevention assemblies shall be tested upon installation and tested and inspected at least annually.

E. Backflow prevention assemblies which are in place, but have been out of operation for more than three months, shall be tested before being put back into operation.

F. Backflow prevention assemblies used in seasonal applications shall be tested before being put into operation each season.

G. Any backflow prevention assembly which fails a periodic test shall be repaired or replaced immediately. When water service has been terminated for noncompliance, the backflow prevention assembly shall be repaired or replaced prior to the resumption of water service. A registered backflow prevention assembly technician shall retest backflow preventer immediately after repair or replacement.

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on June 25, 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. 2019-12 in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK

Grass and Weeds Ordinance Amendment



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 52 OF THE NORTH
LIBERTY CODE OF ORDINANCES

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

SECTION 1. AMENDMENT. Chapter 52, "Weeds and Grass," of the North Liberty Code of Ordinances (2019) is hereby amended to read as follows:

52.01 HEIGHT OF WEEDS AND GRASS. Weeds and grass growing on all lands within the City shall be cut on a periodic basis so that the height of such is never greater than six (6) inches, with the following exceptions:

1. For undeveloped parcels containing one acre or more, all areas within 20 feet of any developed lot, any public or private street or any sidewalk, or any lot under construction shall be maintained so that no grass or weeds exceed six inches in height. Areas within such lots not within said 20 foot areas shall be maintained so that no grass or weeds exceed 12 inches in height.
2. For right-of-way and ditches adjacent to active agricultural operations, all areas between the rights-of-way and crops, and all areas within 20 feet of any developed lot or any lot under construction shall be maintained so that no grass or weeds exceed six inches in height, except in cases where a rural right-of-way cross section still exists and such maintenance is not practical. In those cases, grass and weeds shall be kept mowed to the six inch standard on the shoulder or flat part of property adjacent to the street.

52.02 CLIPPINGS AND REFUSE. All weed and grass clippings and refuse shall either remain on the property and not on any adjoining private and public properties, including streets, or be disposed of in accordance with Chapters 105 and 106.

52.03 VIOLATION. Upon a determination, by visual observation and measurement, that a violation of this chapter has occurred, the City will ~~send written~~provide notice ~~by certified mail~~ to the landowner of record informing said owner of the violation and the action that is to be taken.

52.04 NOTICE. The notice will set forth that the property owner has seven (7) days from the date of the notice to have the weeds and grass cut so that the height conforms to this chapter. The notice may be served by personal service as provided in Rule of Civil Procedure 1.305, by certified mail addressed to the owner of record at said owner's last known mailing address, return receipt requested, or by publication in the manner as provided in Rule of Civil Procedure 1.310 and subject to the conditions of Rule of Civil Procedure 1.311. The notice will set forth the address of the property in question and will instruct the property owner that the ~~is~~ notice constitutes ongoing notice for the balance of the calendar year with respect to subsequent violations of this chapter.

52.05 FAILURE TO CUT AND COLLECTION. If any property owner who has ~~been sent~~received notice fails to cut the weeds and grass on said owner's property so that ~~it~~the property conforms to this chapter within the time period set forth in the notice, the City may do so and assess the costs against the property owner for collection in the same manner as a property tax.

52.06 ADDITIONAL ~~VIOLATION~~COSTS. ~~Any~~ property owner who violates this chapter is ~~subject to~~responsible for the payment of any costs assessed in accordance with Sections ~~52.04 and~~ 52.05 and for any costs ~~to~~associated with the issuance of any municipal infractions for same at the City's discretion once notice has been ~~sent~~provided in accordance with Section 52.04~~3~~.

52.07 EXCEPTIONS. This chapter pertains to all types of property and land uses within the City limits, whether private or public, unless exempted in writing by the City Administrator or designee:

1. because extreme slopes or other practical considerations make maintaining these grass and weed standards dangerous or impractical, and the property owner requests said exemption; or

2. because maintaining these grass and weed standards would interfere with native grass, other natural flora, or ecological systems which the property owner has established consistent with generally accepted conservation principles, and the property owner requests said exemption.

Any exemption granted under this subsection by the City Administrator or designee will be effective only for such a period of time as specified in the written exemption, such as the resolution of an impracticality, but in any case, such exemption shall last no longer than one calendar year. A written exemption may be rescinded prior to its ordinary termination following written notice providing an explanation for the reason

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 _____, 2019.
Second reading on _____, 2019.
Third and final reading on _____, 2019.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

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

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2019-13

**AN ORDINANCE AMENDING CHAPTER 52 OF THE NORTH
LIBERTY CODE OF ORDINANCES**

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

SECTION 1. AMENDMENT. Chapter 52, "Weeds and Grass," of the North Liberty Code of Ordinances (2019) is hereby amended to read as follows:

52.01 HEIGHT OF WEEDS AND GRASS. Weeds and grass growing on all lands within the City shall be cut on a periodic basis so that the height of such is never greater than six (6) inches, with the following exceptions:

1. For undeveloped parcels containing one acre or more, all areas within 20 feet of any developed lot, any public or private street or any sidewalk, or any lot under construction shall be maintained so that no grass or weeds exceed six inches in height. Areas within such lots not within said 20 foot areas shall be maintained so that no grass or weeds exceed 12 inches in height.
2. For right-of-way and ditches adjacent to active agricultural operations, all areas between the rights-of-way and crops, and all areas within 20 feet of any developed lot or any lot under construction shall be maintained so that no grass or weeds exceed six inches in height, except in cases where a rural right-of-way cross section still exists and such maintenance is not practical. In those cases, grass and weeds shall be kept mowed to the six inch standard on the shoulder or flat part of property adjacent to the street.

52.02 CLIPPINGS AND REFUSE. All weed and grass clippings and refuse shall either remain on the property and not on any adjoining private and public properties, including streets, or be disposed of in accordance with Chapters 105 and 106.

52.03 VIOLATION. Upon a determination by visual observation and measurement that a violation of this chapter has occurred, the City will send written notice by certified and regular first-class mail to the property owner, as shown by the records of the Johnson county auditor, informing said owner of the violation and the action that is to be taken. Such notice will be deemed received four (4) days after mailing. *Iowa Code § 364.12(3)(h)*

52.04 NOTICE. The notice will set forth that the property owner has seven (7) days from the date of the notice to have the weeds and grass cut so that the height conforms to this chapter. The notice will set forth the address of the property in question and will instruct the property owner that the notice constitutes ongoing notice for the balance of the calendar year with respect to violations of this chapter for that property.

Iowa Code § 364.12(3)(h)

52.05 FAILURE TO CUT AND COLLECTION. If any property owner who has been sent notice fails to cut the weeds and grass on said owner's property so that it conforms to this chapter within the time period set forth in the notice, the City may do so and assess the costs against the property owner for collection in the same manner as a property tax.

Iowa Code § 364.12(3)(h)

52.06 ADDITIONAL COSTS. Any property owner who violates this chapter is responsible for the payment of any costs incurred by the City for the enforcement of any of its provisions, including the actual costs of abatement and court costs related to the issuance of municipal infractions for said enforcement.

Iowa Code § 364.12(4)

52.07 EXCEPTIONS. This chapter pertains to all types of property and land uses within the City limits, whether private or public, unless excepted in writing by the City Administrator or designee:

1. because extreme slopes or other practical considerations make maintaining these grass and weed standards dangerous or impractical, and the property owner requests said exemption; or
2. because maintaining these grass and weed standards would interfere with native grass, other natural flora, or ecological systems which the property owner has established consistent with generally accepted conservation principles, and the property owner requests said exemption.

Any exception granted under this subsection by the City Administrator or designee will be effective only for such a period of time as specified in the written exception, such as the resolution of an impracticality. If no period of time is specified, such exception shall remain valid no longer than one calendar year from the date of initial issuance. A written exception may be rescinded prior to its ordinary termination following written notice providing an explanation for the rescission.

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 June 25, 2019.

Second reading on _____, 2019.

Third and final reading on _____, 2019.

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2019-13 in the North Liberty
Leader on the ____ day of _____, 2019.

TRACEY MULCAHEY, CITY CLERK

Greenbelt Trail, L.L.C Rezoning





May 29, 2019

Memo

To: North Liberty Planning Commission

From: Dean Wheatley, Planning Director

Subject: Request from Greenbelt Trail, LLC to approve a single-family residential rezoning for property located on the west side of North Liberty Road, directly north of the Dahnovan Estates neighborhood.

(Legal: To be platted)

Your North Liberty city staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:

Ryan Heiar, City Administrator

Tracey Mulcahey, Assistant City Administrator

Tom Palmer, City Building Official

Grant Lientz, City Attorney

Kevin Trom, City Engineer

Dean Wheatley, Planning Director

Background and Statistics

This request is to rezone property to permit the development of single-family lots typical in many North Liberty neighborhoods. A Good Neighbor meeting will be held to allow any interested party an opportunity to comment on this rezoning prior to submission, and comments received at that meeting will be reported to the Commission at the meeting. As can be seen on the zoning map inset, zoning surrounding and in the vicinity of the site includes ID, Public (Liberty High), RS-4, and RD-10. North Liberty Road is an arterial in the major street system.

The property is shown as “residential” on the Land Use Plan, and so the request is consistent with that policy. A concept plan has been developed showing how streets can be developed within the proposal area, but is subject to refinement prior to the third rezoning reading (by Council), as a preliminary plat is currently under development.

Existing housing unit counts within North Liberty are approximately:

Single-family: 3,153 (38.9%)

Multi-family: 2,605 (32.2%)

Duplex: 1,422 (17.6%)

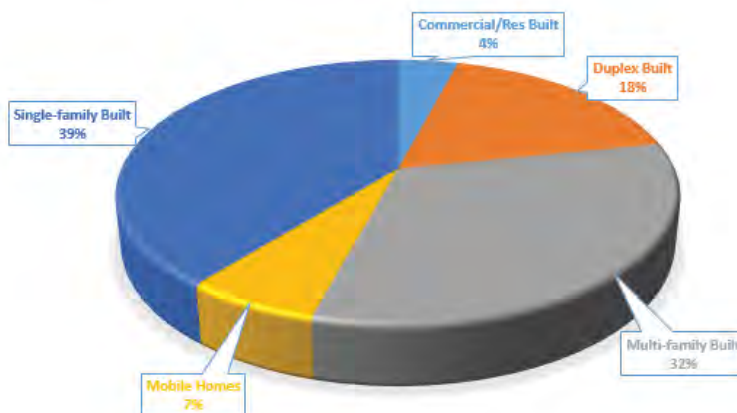
Res/Commercial: 331 (4.1%)

Mobile Home: 531 (6.6%)

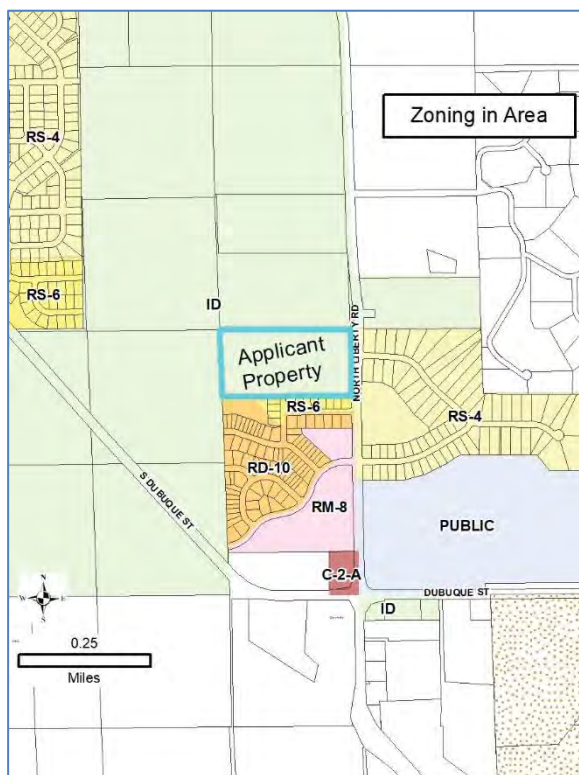
Subdivision Ordinance Provisions Affecting This Development

Proposed corner lots should be larger than others, as recommended by the City to provide somewhat larger yards. Storm water management will need to be planned for the site.

DEVELOPED HOUSING UNITS WITHIN NORTH LIBERTY



Zoning Ordinance Provisions Affecting This Development



None identified.

Staff Comments Regarding the Proposed Zoning

Storm water impacts. Storm water from this site will need to be managed in accordance with City standards as part of the preliminary plat review and infrastructure construction.

Street/Traffic impacts. North Liberty Road is classified as a major street, recently reconstructed, and is adequate to accommodate new traffic resulting from this development.

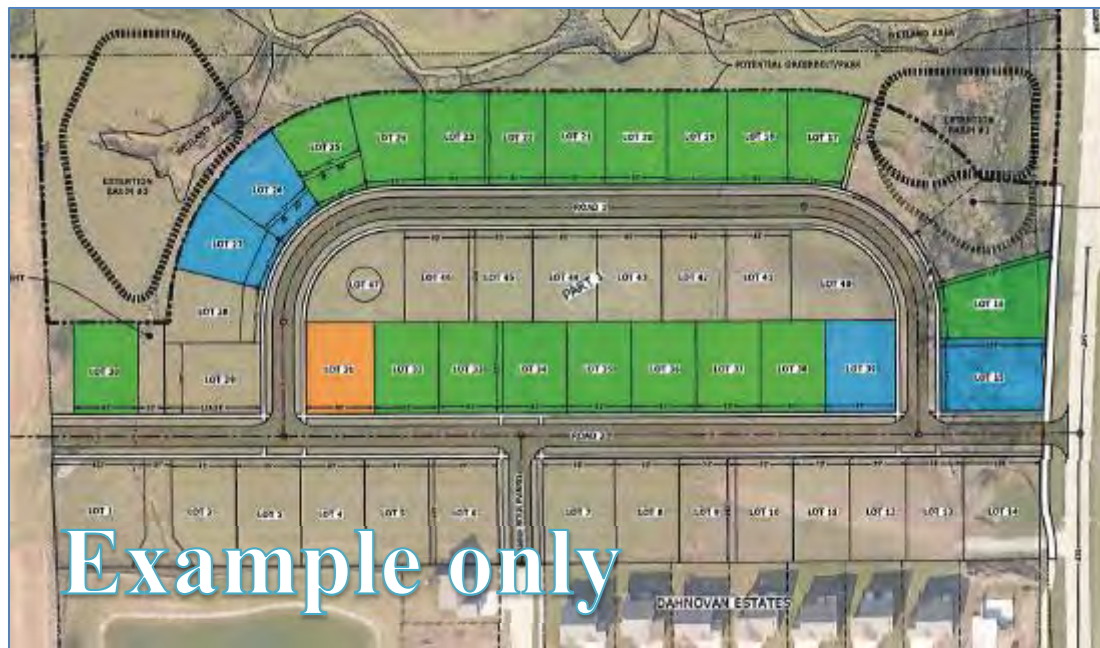
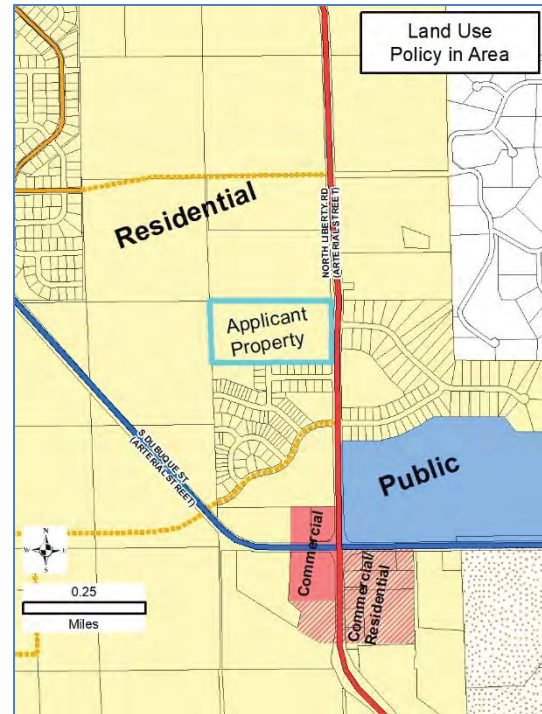
Land use impacts and adjacent properties. This proposal extends the logical transition in housing density begun in Dahnovan Estates from higher density of condominium and duplex development to lower density extending north and west. This request is consistent with long-standing City priorities for single-family housing in this area.

Land use and zoning recommendation. In rezoning considerations, *suitability* and *compatibility* are key issues in addition to land use policy. In this case, the site is physically suitable for the development proposed, and the zoning districts proposed are compatible with expected and planned development in the area. In particular, this development extends the gradual transition to single-family as the distance from the intersection of two major streets increases.

Some points to consider regarding development trends:

1. The location of this development area near the high school makes it appealing and highly marketable for single-family development.
2. Market conditions. While demand has been significant for duplex and multi-family development, the demand is starting to change based perhaps on saturation in that market.

Other comments. The exhibit below shows the public street layout proposed by the developer that is the basis for the rezoning request; however, approval of the rezoning is not approval of this particular street layout, and in fact it cannot be approved as shown because of technical issues. The next step in the development process will be a preliminary plat application, assuming the rezoning is approved, and adjustments will be made to the zoning prior to the final rezoning reading to match the layout.



Staff recommends approval of the rezoning.

Ordinance No. 2019-14

AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY OWNED BY GREENBELT TRAIL, L.L.C. LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE RS-6 RESIDENTIAL DISTRICT

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

SECTION 1. AMENDMENT. Chapter 167 Zoning Code Definitions of the North Liberty Code of Ordinances (2013) is hereby amended by amending the zoning on property legally described as:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M, NORTH LIBERTY, JOHNSON COUNTY, IOWA, LYING NORTH OF DAHNOVAN ESTATES AS RECORDED IN BOOK 60, PAGE 310 IN THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER AND ALSO LYING WEST OF NORTH LIBERTY ROAD NE EXCEPTING THE NORTH 52 FEET, ALSO EXCEPTING THE WEST 185 FEET OF THE NORTH 244 FEET AND ALSO EXCEPTING THE NORTH 87 FEET OF THE EAST 160 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M, NORTH LIBERTY, JOHNSON COUNTY, IOWA
AND

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M, NORTH LIBERTY, JOHNSON COUNTY, IOWA LYING WEST OF NORTH LIBERTY ROAD NE EXCEPTING THE NORTH 87 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M, NORTH LIBERTY, JOHNSON COUNTY, IOWA LYING WEST OF NORTH LIBERTY ROAD NE

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

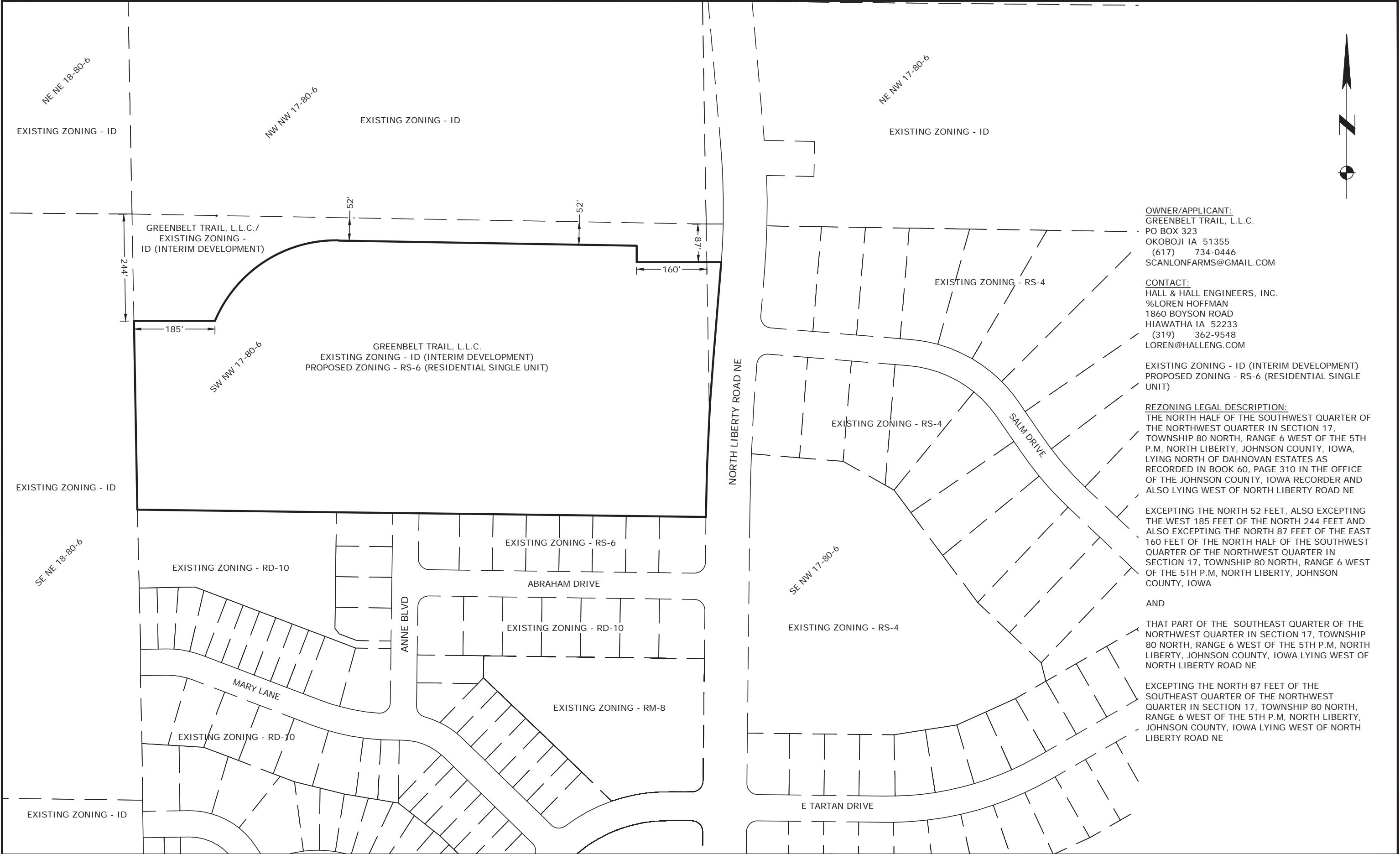
ATTEST:

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. 2019-14 in the *North Liberty Leader* on ____.

TRACEY MULCAHEY, CITY CLERK



OWNER/APPLICANT:
GREENBELT TRAIL, L.L.C.
PO BOX 323
OKOBOJI IA 51355
(617) 734-0446
SCANLONFARMS@GMAIL.COM

CONTACT:
HALL & HALL ENGINEERS, INC.
%LOREN HOFFMAN
1860 BOYSON ROAD
HIAWATHA IA 52233
(319) 362-9548
LOREN@HALLENG.COM

EXISTING ZONING - ID (INTERIM DEVELOPMENT)
PROPOSED ZONING - RS-6 (RESIDENTIAL SINGLE UNIT)

REZONING LEGAL DESCRIPTION:
THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M, NORTH LIBERTY, JOHNSON COUNTY, IOWA, LYING NORTH OF DAHNOVAN ESTATES AS RECORDED IN BOOK 60, PAGE 310 IN THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER AND ALSO LYING WEST OF NORTH LIBERTY ROAD NE

EXCEPTING THE NORTH 52 FEET, ALSO EXCEPTING THE WEST 185 FEET OF THE NORTH 244 FEET AND ALSO EXCEPTING THE NORTH 87 FEET OF THE EAST 160 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M, NORTH LIBERTY, JOHNSON COUNTY, IOWA

AND

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M, NORTH LIBERTY, JOHNSON COUNTY, IOWA LYING WEST OF NORTH LIBERTY ROAD NE

EXCEPTING THE NORTH 87 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M, NORTH LIBERTY, JOHNSON COUNTY, IOWA LYING WEST OF NORTH LIBERTY ROAD NE

DRAWN BY: SKF				
CHECKED BY: LMH				
APPROVED BY: LMH				
DATE: 05/01/2019				
FIELD BOOK: NA	NO.	REVISION DESCRIPTION	APPROVED	DATE

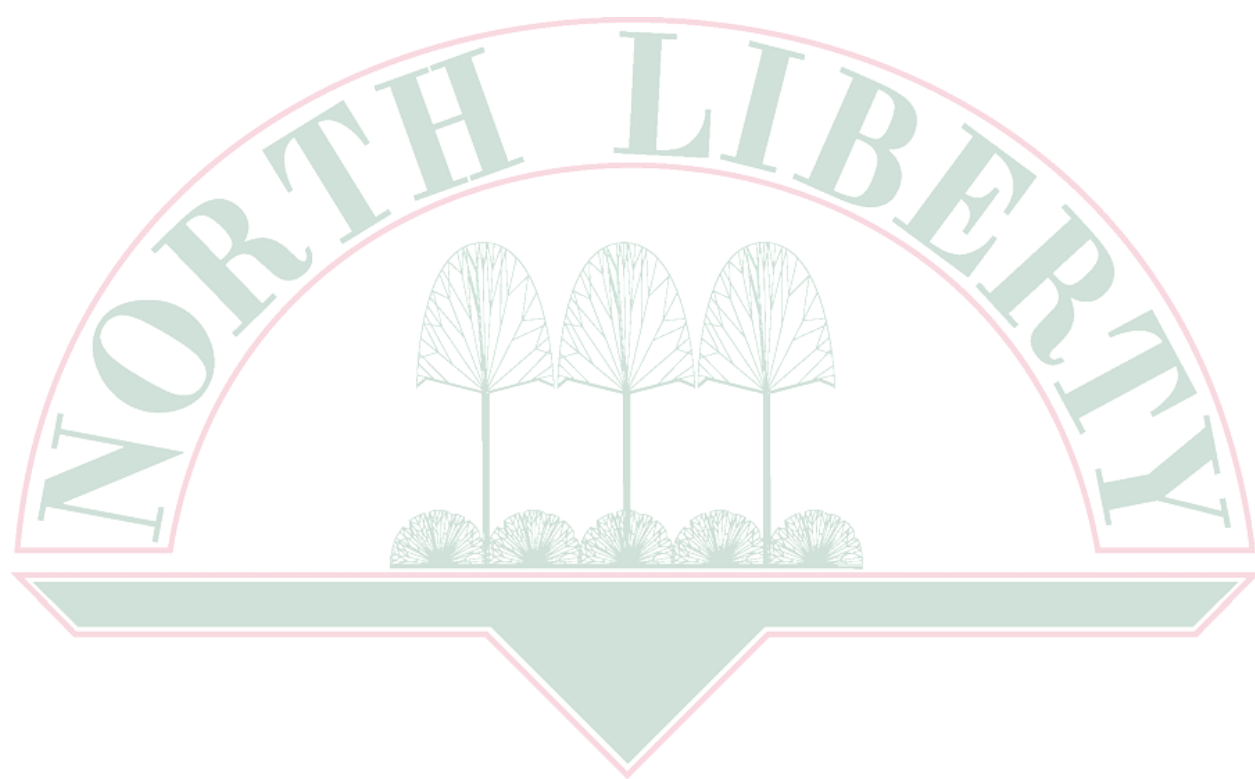


HALL & HALL ENGINEERS, INC.
Leaders in Land Development Since 1953
1860 BOYSON ROAD, HIAWATHA, IOWA 52233
PHONE: (319) 362-9548 FAX: (319) 362-7595
CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE
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GREENBELT TRAIL ADDITION	REZONING EXHIBIT	SHEET 1 OF 1
IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA	SCALE: 1"=200' PROJECT NO: 9749-GBT1	

Dog Park Vacation



Ordinance No. 2019-14

**AN ORDINANCE VACATING A PORTION OF RIGHT OF WAY
IN NORTH LIBERTY, IOWA**

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

SECTION 1. PURPOSE. The purpose of this ordinance is to vacate a portion of right of way as described on the attached Plat of Survey, Auditor's Parcel #2018060, and convey it to the adjoining property owner, the City. Such vacation has been approved by the Planning and Zoning Commission.

SECTION 2. FINDINGS. The City Council of North Liberty, Iowa, hereby makes the following findings:

A. That the City of North Liberty held a public hearing on the proposal to vacate of the public land on the attached exhibit, which is comprised of right of way of the former North Liberty Road.

B. The right of way described above is not needed for the use of the public, and, therefore, its maintenance at public expense is no longer justified.

C. The proposed vacation will not deny owners of property abutting it reasonable access to their property.

D. That under the provisions stated above, the above-described property is hereby vacated and declared no longer a part of the public streets and grounds of North Liberty, Iowa, upon the conveyance of the property.

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on June 25, 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. 2019-14 in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK

Animal Control Ordinance Amendments



ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH LIBERTY, IOWA,
UPDATING PORTIONS OF THE ANIMAL CONTROL CODE.

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. AMENDMENT. Section 55.02 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.02 DEFINITIONS.

The following terms are defined for use in the Animal Control Code, unless the context indicates otherwise:

1. "Abatement" means the termination of any violation by reasonable and lawful means determined by the animal control officer in order that a person presumed to be the owner or custodian shall comply with these Animal Control chapters.
2. "Animal" means any nonhuman mammal, bird, reptile, or amphibian.
3. "Animal control" means that department empowered by the City to provide animal control services.
4. "Animal shelter" means a State-licensed facility which is used to house or contain stray, homeless, abandoned, or unwanted animals, and which is owned, operated, or maintained by a public body, an established humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of animals.
5. "At large" means physically off the premises of an owner, handler, or custodian and not secured by a leash under ten feet in length which is under the control of the owner, handler, or custodian. "At large" does not refer to dogs exhibited in dog shows, field trials, obedience training or trials; or to a dog or cat which is otherwise safely and securely confined or completely controlled within or upon any vehicle or under control in a designated off-leash area; or to Police dogs used by law enforcement agencies.
6. "Cat" means a domesticated *Felis Catus* and includes both male and female cats.
7. "Chief Humane Officer" means the North Liberty City employee designated by the North Liberty City Administrator to exercise the authority of the Chief Humane Officer under this chapter, and such employee's designee.
- ~~7.8.~~ "City Administrator" means the North Liberty City Administrator or a designee of the City Administrator.
9. "Community cat" means a cat that meets the requirements of Section 55.29(1).
- ~~8.10.~~ "Defile" means to foul, dirty, pollute, or make filthy, either by a pet animal's body wastes or by an animal's carrying or dragging any foul material.

~~9.11.~~ “Dog” means a domesticated *Canis Familiaris*, and includes both male and female dogs.

~~10.12.~~ “Euthanasia” means the humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death, or by a method that causes painless loss of consciousness and death during such loss of consciousness.

~~11.13.~~ “Kennel” means a place maintained for the business of boarding, raising, rearing, training, or sale of dogs and cats.

~~12.14.~~ “Leash” means a rope, line, thong, chain, or other similar restraint not more than ten feet in length and which is of sufficient strength to hold an animal in check.

~~13.15.~~ “Molest” includes not only biting and scratching, but also any annoyance, interference with, or meddling with any person so as to trouble or harm such person.

~~14.16.~~ “Off-leash area” means a designated area in which an owner, handler, or custodian may allow or permit a dog to run at large, subject to certain rules and regulations.

~~15.17.~~ “Owner or custodian” means any person possessing, harboring, keeping, having an interest in, or having control or custody of an animal, regardless of whether the animal is licensed pursuant to Chapter 56 of this Code of Ordinances.

~~18.~~ “Pet” means a living dog, cat or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko or iguana.

~~16.~~ “Pet animals” includes all reptiles and warm-blooded animals within the City limits, except for birds, animals of the equine species, and those raised for food purposes.

~~17.~~ “Pet shop” means an establishment where animals bred off the premises are offered for sale to the public.

~~18.19.~~ “Police Chief” means the North Liberty Police Chief or a designee of the Police Chief

~~19.~~

20. “Police dog” means any dog trained to assist police, especially in tracking while said dog is under the control or direction of a certified police officer during the performance of said officer’s official duties. “Control or direction” does not require that the dog be on a leash or a lead.

21. “Premises” means the area of land surrounding a house or dwelling unit and actually or by legal construction forming an enclosure with it and to which the owner or custodian of a dog has legal and equitable right therein. “Premises” does not extend into areas of common ownership or use in the case of easements, trailer parks, apartment complexes, private communities, etc.

22. “Private property” means all buildings and other property owned by a private person. It includes buildings, yards, and service and parking areas.

23. "Proof of vaccination" means a health or rabies certificate issued by a licensed veterinarian.
24. "Public property" means buildings and other property owned or dedicated to the use of the City, State, County, or United States government, wherein the authorized representative has granted the City jurisdiction thereof, or any governmental subdivision of the City, State, County or U.S. government or any governmental organization established by the City, State, County or U. S. government. Such property includes but is not limited to buildings, grounds, yards, street rights-of-way, walks, bicycle paths, easements, parks, service areas, open areas, athletic and recreational areas, riverbanks, parking areas and ramps, boulevards, and any other real estate owned by a governmental unit.
25. "Trip fee" means the response fee an owner or custodian of an animal may be charged by the City when an animal is impounded.
26. "Veterinarian" means a person duly licensed by the State to practice veterinary medicine.
27. "Veterinary hospital" means an establishment regularly maintained and operated by a veterinarian for the diagnosis and treatment of diseases and injuries to animals and which may board animals.

SECTION 2. AMENDMENT. Section 55.11 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.11 REQUIRED REPORTS.

1. Physicians. It is the duty of every physician or other practitioner in the City to make written reports to the City of the name and address of persons treated for bites inflicted by animals, together with such other information as will assist in the prevention of rabies.
2. Veterinarians. It is the duty of every veterinarian in the City to report to the City any diagnosis of rabies in an animal made by said veterinarian or under said veterinarian's supervision.
3. Owners and Custodians. Every owner or person having possession, custody, or control of an animal which is known to be rabid or which has been bitten by an animal infected with rabies shall immediately report such fact to the City and shall have such animal placed in isolation and quarantine as directed by the City for such period as may be designated and at the expense of the owner.
4. Report of Bites. Every animal which bites a person shall be promptly reported to the City. Such animals shall be securely quarantined at the direction of the City for a period of ten days. At the discretion of the City, such quarantine may be on the premises of the owner or custodian, at a shelter selected by the City, or in a veterinary hospital of the owner's or custodian's choice at the owner's or custodian's expense. In the cases of animals whose ownership is not known, such quarantine shall be at a hospital or shelter selected by the City. If the

animal is quarantined at a shelter selected by the City, the owner or custodian of the animal shall be responsible for all expenses.

5. Any police dog which bites another animal or human is exempt from any reporting or quarantine requirement following such bite, if the police dog has a current rabies vaccination that was administered by a veterinarian.

SECTION 3. AMENDMENT. Section 53.07 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

53.07 ANIMALS.

No person shall own, possess, or harbor any barking or noisy dog, bird, or other animal, regardless of whether the dog, bird, or other animal is physically situated in or upon private property. For the purposes of this section, a "barking dog, bird or other animal" means a dog, bird, or other animal that barks, bays, cries, howls or emits any other noise continuously and/or incessantly for a period of ten minutes or barks intermittently for one-half hour or more, and the sound therefrom is plainly audible across a residential real property boundary or within a noise sensitive area. However, the dog, bird, or other animal shall not be deemed a barking dog or noisy animal if, at the time the dog, bird, or other animal is barking or making any other noise, a person is trespassing or threatening to trespass upon private property in or upon which the dog, bird, or other animal is situated or is taking any other action which would tease or provoke the dog, bird, or other animal to bark or otherwise be noisy. This provision does not apply to police dogs as defined in Section 55.02(20).

SECTION 4. AMENDMENT. Section 56.01 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

56.01 LICENSE REQUIRED.

All cats and dogs four months of age or older which are harbored, kept, or maintained in the City shall be licensed. A license must be purchased within thirty (30) days after a cat or dog is first acquired, harbored, kept, maintained, or brought into the City by a person residing in the City. Licenses must be renewed no later than January for that calendar year. Owners and custodians of cats and dogs are responsible and liable for complying with the licensing requirements set out in this chapter. This provision does not apply to police dogs as defined in Section 55.02(20).

SECTION 5. AMENDMENT. Section 55.24 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.24 TRAPPING.

No person shall trap or attempt to trap any animals within the City with other than a humane, live trap; provided, however, the provisions of this section shall not apply to the use of instant kill traps for the purpose of small rodent pest control. All traps shall

have a metal tag attached plainly labeled with the owner's name and address. All traps, except those which are placed entirely under water, shall be checked at least twice every twenty-four hours. Officers appointed by the Department of Natural Resources, North Liberty Police officers, or the chief humane officer or said officer's designee may confiscate such traps found in use that are not properly labeled or checked.

SECTION 6. NEW SECTION. Section 55.29 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

55.29 COMMUNITY CATS.

1. Requirements. Community cats shall be allowed as free roaming cats if all the following are met:

A. No person owns the cat,

B. The cat has been assessed by a veterinarian and deemed healthy,

C. The cat has been spayed or neutered,

D. The cat has been vaccinated for rabies, feline rhinotracheitis, calcivirus, and panleukopenia, and reasonable attempts have been made to revaccinate the cat in accordance with the direction of a veterinarian, and

E. The cat has been ear-tipped by a veterinarian after having made an affirmative determination for each of the requirements in subsections A-D above.

2. Nuisance. Community cats that create a nuisance may be captured and impounded. For the purpose of this section "nuisance" shall be defined as anything which interferes with the enjoyment of life or property. The chief humane officer may determine if a community cat is a nuisance and shall use information obtained from citizens complaining about a community cat and his/her expertise to determine if a community cat is a nuisance.

3. Returning community cat to area. A community cat shall be returned to the area where it was captured unless the cat is sick or injured. The disposition of a sick or injured community cat shall be determined by the chief humane officer.

4. Liability. The city shall have no liability for the disposition of any community cat.

SECTION 7. AMENDMENT. Section 57.01 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

57.01 DEFINITIONS.

—For use in this chapter and the Animal Control Code generally, the following additional terms are defined:

1. "Behavior Consultation" means a consultation with a professional that has expertise in dog behavior with the intent to help the owner and the dog address the aggressive behavior displayed by the dog.

2. “Bodily injury” means any injury to a human or animal that is less severe than a Serious Injury. Bodily injuries may include scratches, puncture wounds, breaking the skin, significant bruising, redness, swelling or a lasting injury.

3. “Confinement” means to contain the dangerous or potentially dangerous dog within a home, structure, kennel, pen, or fenced yard, as approved by the North Liberty Police Department, to protect the public and prevent the dog from running at large. Confining a dangerous dog with an invisible fence is not allowed.

4. “Dangerous Animal” means: (i) any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon or causing disease among human beings or domestic animals and having known tendencies as a species to do so; or (ii) any animal declared to be dangerous by the County Board of Health, Chief of Police, or the City Administrator; or (iii) the following animals, which are deemed to be dangerous animals per se:

A. Wolves and coyotes;

B. Badgers, wolverines, weasels, mink and other Mustelids (except ferrets);

C. Bears;

D. All apes (including chimpanzees), baboons and macaques;

E. Monkeys, except the squirrel monkey;

F. Elephants;

G. Wild boar;

H. Black widow spiders and scorpions;

I. Snakes which are naturally venomous or poisonous;

J. All cats, except domestic cats (Carnivora of the family Felidae including but not limited to lions, cougars, tigers, jaguars, leopards, lynx, bobcats, etc.)

K. Raccoons;

L. Alligators, crocodiles and caiman;

1. “Dangerous animal” means any animal that:

A. ~~Inflicts severe injury on a human being without provocation on public or private property;~~

B. ~~Inflicts severe injury on or kills another animal without provocation while the animal is off the owner’s or custodian’s property;~~

C. ~~Aggressively bites, attacks, or endangers the safety of humans or other animals;~~

D. ~~Inflicts bites on a human or another animal either on public or private property;~~

E. ~~Chases or approaches a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack; or~~

F. ~~Has known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or other animals.~~

5. “Dangerous Dog” means a dog that fits into any or all the following categories:

A. Without provocation, bites or attacks a person or a domestic pet causing serious injury, whether on public or private property;

B. Without provocation, has killed a domestic pet whether on public or private property;

A. Any dog that according to the records of a health department, police department, or humane society or according to any other records available to the Police Department has directly inflicted Serious Injury on a human being, without provocation, on public or private property. An animal shall not be declared a dangerous animal if the threat, injury, or damage was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner or custodian of the animal, or was tormenting, abusing or assaulting the animal, or has, in the past, been observed or reported to have tormented, abused or assaulted the animal, or was committing or attempting to commit a crime. If two or more animals jointly engage in any conduct described in this subsection, thereby rendering proof of the individual animal that inflicted any particular injury difficult to ascertain, then regardless of the degree of participation by the individual animals, all such animals shall be deemed dangerous animals.

C.

6. "Domestic Animal" see "Pet" in Section 55.02(18).

7. "Impound" means to take a dangerous or potentially dangerous dog into custody by the Animal Control Authority or the organization authorized to enforce this chapter. Impound may involve the placement of a dog in an animal shelter or at a licensed veterinary facility. The cost to impound a dog shall be the responsibility of the owner.

8. "Investigation" means the process to review an incident involving a dog which may include interviewing the victim, owner, witnesses, neighbors and veterinarian. Investigations are completed by the North Liberty Police Department or the authority designated by the City.

2.9. "Microchip implant" means a passive electronic transponder that is injected into an animal, subcutaneously, by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's owner. The microchip implant shall be supplied with an exterior collar-type tag for purposes of an external means of notifying others that the animal has been implanted with a microchip.

10. "Potentially Dangerous Dog" means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by any of the following behaviors:

A. Without provocation, causes Bodily Injury to a person or domestic animal on public or private property;

B. Without provocation, chases or approaches a person, a domestic animal or a wheeled conveyance upon the streets, sidewalks, or any public or private property, in an apparent attitude of attack; or has a known propensity,

tendency, or disposition to attack, causing injury or otherwise threatening the safety of humans or domestic animals;

C. Without provocation, chases or approaches a person or domestic animal demonstrating aggressive nipping behavior or has inflicted Bodily Injury;

D. Any dog with a demonstrated propensity, tendency or disposition to attack, to cause injury to, or to otherwise threaten the safety of humans or domestic animals. This category shall include a security dog that has been trained to attack;

E. Any dog not in strict conformity with the rabies control program of the City of North Liberty as established by the licensing provisions of the Municipal Code;

11. "Proper Leashing" of a dangerous or potentially dangerous dog means the dog shall not be permitted to go outside a proper enclosure, as defined in Section 57.05(1) or Section 57.06(1) of this chapter, unless secured on a leash no longer than six (6) feet in length that is under the actual physical control of a person eighteen (18) years of age or older who has the physical ability to restrain the dog. When a dangerous dog is not securely confined or caged for transportation, a muzzle shall be placed on the dog.

12. "Quarantine" means confining the dog for a period as defined by this ordinance. During quarantine the dog shall have no contact with other animals. A dog must be quarantined within an enclosed structure of the owner with prior approval of the Police Department or at an animal shelter or veterinarian, the cost for confinement during quarantine shall be the responsibility of the owner. A dog may not be released from quarantine until it meets proper licensing requirements including proof of rabies vaccination.

13. "Serious Injury" means any physical injury to a human or domestic animal by a dog that results in a bone fracture, muscle tear, disfiguring laceration or requires multiple sutures, corrective surgery, cosmetic surgery or death.

14. "Trespass" means to enter unlawfully upon the land of another.

3. "Severe injury" means any physical injury which results in broken bones, disfigurement, or lacerations requiring multiple sutures or surgery.

SECTION 6. AMENDMENT. Section 57.02 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

57.02 HARBORING DANGEROUS ANIMALS PROHIBITED.

No person shall keep, shelter or harbor any dangerous animal as a pet, or act as a custodian for such animal, temporarily or otherwise, or keep such animal for any other purpose or in any other capacity within the City except in the following circumstances:

1. The keeping of dangerous animals in a public zoo, bona fide educational or medical institution, humane society or museum where they are kept as live specimens for the public to view or for instruction, research or study.

2. The keeping of dangerous animals for exhibition to the public by a circus, carnival, exhibit or show where such circus, carnival, exhibit or show is of a traveling nature, is displayed before large assemblages of people, and maintains all required Federal or State licenses.

3. The keeping of dangerous animals in a bona fide, licensed veterinary hospital for treatment.

4. The keeping of dangerous animals by a wildlife rescue organization in accordance with rules established by the Natural Resource Commission.

~~—It is unlawful for any person to harbor or keep a dangerous animal within the City.~~

SECTION 6. AMENDMENT. Section 57.03 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

57.03 DECLARATION, IMPOUNDMENT AND APPEAL OF A DANGEROUS OR POTENTIALLY DANGEROUS DOG.

1. Upon receipt of a complaint by any individual alleging that a dog is dangerous or potentially dangerous, and after investigation, the Police Chief may declare such dog as dangerous or potentially dangerous by delivering a written notice of declaration to the owner or keeper of the dog. The notice shall include a description of the dog and the basis for the declaration as dangerous or potentially dangerous. The notice shall set forth that the owner or keeper shall be required to confine the dog as required by this chapter. The notice shall be served upon any adult residing at the premises where the dog is located or may be posted on those premises if no adult is present to accept service;

2. If a dog is ordered to be quarantined, the quarantine period shall last for a minimum of ten days from the date of the incident.

3. The person owning, keeping, sheltering, or harboring the dog in question may contest the dangerous or potentially dangerous declaration by filing a written request for hearing, including reasons for the request, with the City Clerk within three business days of the receipt of the declaration. At this time, if the owner agrees to confine the dog pursuant to quarantine provisions of this chapter, the dog shall not be impounded pending appeal. Failure to file a request for hearing shall constitute a waiver of any right to contest the declaration of the Police Chief and the Police Chief shall be authorized to order the seizure and impoundment of the dog if the owner cannot show the ability to comply with Section 57.05 or Section 57.06 of this chapter. A dog confined or seized shall be impounded until the conclusion of the investigation, hearing and/or appeal process.

4. If a hearing is requested as provided in paragraph 3, the person owning, keeping, sheltering, or harboring the dog in question shall be given not less than 72 hours' written notice of the time and place of the hearing. The 72-hour written notice may be waived upon agreement of both parties. The notice shall set forth the description of the dog in question and the basis for the declaration as a dangerous or potentially dangerous dog.

5. If, after hearing, the City Administrator upholds the determination of the Police Chief that the dog is dangerous or potentially dangerous, the City Administrator shall order the person owning, sheltering, harboring or keeping the animal to permanently confine the dog as required by Section 57.05 or Section 57.06 of this chapter. If the order is not complied with within three days of its issuance, the City Administrator is authorized to seize and impound the dog. A dog so seized shall be impounded for a period of seven days. If, at the end of the impoundment period, the person against whom the order of the City Administrator was issued has not complied with the order, the City Administrator may cause the dog to be removed from the City or destroyed in a humane manner.

6. Impoundment Costs. Any dog that is alleged to be dangerous or potentially dangerous and that is under impoundment or quarantine at an animal shelter or veterinary office shall not be released to the owner but shall continue to be held at the expense of the owner pending the outcome of the hearing. All costs of such impoundment or quarantine shall be paid by the owner.

DECLARATION OF DANGEROUS ANIMAL.

~~—1. Declaration of Dangerous Animal. When the Police Chief has sufficient information to determine that an animal is a dangerous animal, the Police Chief shall declare the animal a dangerous animal and shall notify the owner or custodian of the animal in writing, either in person or by regular and certified mail. The notice shall contain the following information:~~

~~—A. The person receiving the notice is the owner or custodian of a dangerous animal.~~

~~—B. The breed, color, sex, and license number (if applicable and if known) of the said animal.~~

~~—C. A copy of the records relied upon by the Police Chief that form the basis for declaring said animal to be a dangerous animal. These records may be supplemented with additional material as it becomes available.~~

~~—D. An appeal form.~~

~~—2. Immediate Impoundment. Any animal declared dangerous under this section shall be immediately impounded. Any animal declared a dangerous animal that is not in the custody or control of the City shall be turned over to the City by the owner or custodian within 24 hours from notification. The owner or custodian will have seven days from the date of the notice to appeal the determination or the animal will be euthanized at the direction of the Police Chief. If the owner appeals the dangerous animal declaration, the animal will be held at the shelter at the owner's expense pending the results of the appeal.~~

~~—3. Appeal. To contest the declaration of dangerous animal, the owner or custodian of the animal must request an administrative appeal hearing in writing on a form provided with the notice within seven days of the date of the notice. If an administrative appeal hearing is requested, such hearing will be convened pursuant to subsection 4 of this section. At the administrative appeal hearing, the~~

~~records of the Police Chief, statements or testimony of any witnesses, the results of any behavioral testing, and any supplementary materials shall be admissible to prove the animal is a dangerous animal. The owner or custodian of the animal may require the officer compiling the records to be present at the administrative appeal hearing. The owner or custodian of the animal may present evidence and examine witnesses present. The burden shall be on the City to establish by a preponderance of the evidence that the animal is a dangerous animal.~~

~~—4. Administrative Appeal Hearing. If the owner or custodian of the animal requests an administrative appeal hearing, the hearing shall be held before the City Administrator. The administrative appeal hearing shall be held within seven days after the receipt of the request for an administrative appeal hearing, unless it is continued for good cause shown. The City Administrator shall notify the owner or custodian of the date, time, and place for the administrative appeal hearing. The administrative appeal hearing shall be informal and open to the public. The following procedures shall apply:~~

~~—A. All administrative appeal hearings before the City Administrator shall be recorded, testimony shall be taken under penalty of perjury, and witnesses may be subpoenaed.~~

~~—B. The City Administrator shall render an oral decision at the conclusion of the administrative appeal hearing or within five business days. This time may be extended at the discretion of the City Administrator in order to receive additional information. The oral decision shall be reduced to writing and issued in accordance with subsection 5 of this section. It will include findings of fact and will be forwarded to the appellant.~~

~~—5. Decision. At the conclusion of the administrative appeal hearing, the City Administrator shall have the authority to affirm, reverse, or modify the declaration by the Police Chief that the animal is dangerous. If the City Administrator affirms the declaration and finds that the animal is dangerous, the animal shall be euthanized unless the City exercises its discretion, as set forth in subsection 9 of this section, to allow the animal to be permanently removed from the City. If the City Administrator finds that the animal is not dangerous, the City Administrator shall order the animal released, at which time the City Administrator may also impose reasonable conditions of release upon the owner or custodian to prevent further incidents involving the particular animal and to provide for better protection of the general public.~~

~~—6. Notification. The owner or custodian of the animal shall be notified in writing by the City Administrator within five days of the administrative appeal hearing of the decision, unless this time period has been extended pursuant to subsection 4(B) of this section. In no event shall this time period be extended beyond ten days from the date of the conclusion of the administrative appeal hearing, unless good cause is shown. The decision of the City Administrator is final. The owner or custodian of an animal determined by the City Administrator to be dangerous may appeal the City Administrator's decision to the District Court within five days of the date of the City Administrator's decision.~~

~~—7. Subsequent Action. A finding that an animal is not a dangerous animal shall not prevent the Police Chief from seeking to have the animal declared a dangerous animal as the result of any subsequent action by the animal.~~

~~—8. Costs and Expenses. The owner or custodian of any animal declared to be dangerous shall be liable to the City for all costs and expenses of keeping such animal and any behavioral testing requested by the City, unless a finding is subsequently made that the animal is not dangerous.~~

~~9. Removal from City. The City, in its sole discretion, may release a dangerous animal by agreement with the owner or custodian if the owner or custodian agrees to immediately remove the dangerous animal from the City permanently and further agrees to any other conditions required by the City. At a minimum, the owner or custodian of a dangerous animal to be removed from the City shall provide the City with specific information as to where the animal will be relocated, which in turn should be provided by the City to animal control or law enforcement authorities of the appropriate jurisdiction. Also the owner or custodian shall have the animal injected with a microchip implant for the purpose of permanent identification. The owner or custodian shall cooperate fully with the City in making and providing records of the implant procedure and is responsible for all costs associated with the procedure. The City may but is not required to exercise its discretion to enter into a permanent removal agreement with the owner or custodian at any time during the process set out in this section.~~

~~10. Dangerous Animal from Other Jurisdiction. If an animal is known or found to be in the City that has been declared dangerous by another governmental entity, the City shall immediately impound the animal. The animal shall then either be returned to the governmental entity that declared it to be dangerous or be subject to being declared dangerous by the Police Chief in accordance with this section.~~

SECTION 7. NEW SECTION. Section 57.04 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

57.04 EXCEPTIONS TO DECLARING A DANGEROUS OR POTENTIALLY DANGEROUS DOG. A dog shall not be declared as dangerous or potentially dangerous if it bites, attacks or menaces a person, domestic pet or animal if:

1. It is defending its owner, caretaker or another person from an attack by a person or animal;
2. It is protecting itself, its young or another animal;
3. It is defending itself against any person or animal that has tormented, assaulted or abused it;
4. It is defending its owner's or caretaker's property against trespass;
5. The dog is a police dog, as defined in section 55.02(20), or used by a law enforcement or military official for legitimate law enforcement or military purposes;
6. If the threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing, or assaulting the dog or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the dog or was committing or attempting to commit a crime.

SECTION 8. NEW SECTION. Section 57.05 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

57.05 KEEPING OF A POTENTIALLY DANGEROUS DOG.

The owner or caretaker of any dog determined to be potentially dangerous pursuant to the provisions of this Chapter may be required to comply with any or all of the following regulations:

1. No person owning, harboring or having care of a potentially dangerous dog may permit such dog to go outside of their house, structure or its kennel, pen or fenced yard unless the dog is properly leashed.

2. No person may permit a potentially dangerous dog to be kept on a chain, rope, leash or similar restraining device outside its kennel, pen or fenced yard unless the dog is restrained using Proper Leashing as defined in this chapter. The dog may not be leashed to inanimate objects such as trees, posts and buildings.

3. No potentially dangerous dog may be kept on a porch, patio or in any part of a house or structure on the premises of the owner or caretaker that would allow the dog to exit the building on its own volition, except through a door leading directly to a pen, kennel or fenced yard meeting all the requirements of this chapter.

4. The owner or caretaker of a potentially dangerous dog shall immediately notify the Police Department if the dog is on the loose, is unconfined, has attacked a Domestic Animal, has attacked a human being, has died or has been sold or given away. If a potentially dangerous dog has been sold or given away, the former owner or caretaker shall immediately notify the Police Department of the identity and address of the new owner or caretaker.

5. The owner of the potentially dangerous dog may be required to successfully complete a Behavior Consultation at the owner's expense within 60 days after receiving notification declaring the dog potentially dangerous. The owner shall be required to provide written documentation proving successful completion of the Behavior Consultation to the Police Department including a certification or receipt bearing the name of the consultant and the dates of the consultation;

6. An owner or caretaker of any dog declared potentially dangerous found to be in violation of this chapter, is willfully in violation or is unable to meet the requirements of this chapter, shall be automatically escalated to a classification of a dangerous dog and ordered to confine the animal according to the provisions of 57.06. Failure to abide by this section shall result in an additional order in writing to safely remove the dog from the City or humanely destroy the animal within 10 days.

7. The owner of a potentially dangerous dog shall be denied a permit for the dog to enter any public park designated as a dog park in the City of North Liberty.

8. The owner of a potentially dangerous dog may request to have the declaration reviewed by the City Administrator and Police Chief after a minimum of one year. If it is determined that there have been no further violations of this chapter, confinement precautions have been taken, and proper training has occurred, the declaration of potentially dangerous dog may be removed.

SECTION 9. NEW SECTION. Section 57.06 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

57.06 KEEPING OF A DANGEROUS DOG. The owner or caretaker of any dog determined to be dangerous pursuant to the provisions of this Chapter shall comply with the following regulations:

1. All dangerous dogs shall be securely confined indoors or in a securely enclosed and locked pen, kennel or structure on the premises of the owner or caretaker, except when Properly Leashed and muzzled. The pen, kennel or structure must be of adequate size to effectively contain the animal to include a roof if necessary. When constructed in an open yard, the pen, kennel or structure must be childproof from the outside and dog-proof from the inside. A pen, kennel or structure used to confine a dangerous dog shall be locked with a key or combination lock when the dog is within the enclosure. The pen, kennel or structure shall have a secure bottom or floor that does not allow the dog to escape under the fence or through the sides of the enclosure. All pens, kennels or structures erected to a house dangerous dog shall comply with all zoning and building regulations of the City and must be inspected and approved by the North Liberty Police Department. All enclosures shall be adequately ventilated and kept in a clean and sanitary condition.

2. A dangerous dog outside the dog's pen, kennel or structure shall be properly leashed and muzzled in a humane way by a muzzling device sufficient to prevent the dog from biting persons or other animals.

3. No person may permit a dangerous dog to be kept on a chain, rope, leash or similar restraining device outside its kennel, pen or structure. The dog may not be leashed to inanimate objects such as trees, posts and buildings.

4. No dangerous dog may be kept on a porch, patio or in any part of a house or structure on the premises of the owner or caretaker that would allow the dog to exit the building on its own volition, except through a door leading directly to a pen, kennel or structure meeting all the requirements of this chapter. No dangerous dog may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.

5. The owner or caretaker of a dangerous dog shall display, in prominent places on his or her premises near all entrances to the premises, signs in letters of no less than 2 inches high warning that there is a dangerous dog on the property. A similar sign is required to be posted on the kennel, pen or structure confining the dog.

6. The City will provide notification to the neighborhood alerting neighbors of the presence of a dangerous dog. Notifications may include the City website and various social media platforms.

7. The owner or caretaker of a dangerous dog shall immediately notify the Police Department if the dog is on the loose, is unconfined, has attacked a Domestic Animal, has attacked a human being, has died, has been sold or has been given away.

8. A dog declared dangerous by the Police Chief or City Administrator shall not be allowed to be removed from the City without contacting the Police Department. If the dangerous dog has been sold or given away, the owner or caretaker shall provide the Police Department with the name, address and telephone number of the new

owner. If the dangerous dog is sold or given away to a person residing outside the City, the owner or caretaker shall present evidence to the Police Department showing that he or she has notified the corresponding new law enforcement agency of the dog's new residence and the City of North Liberty's prior declaration of being a dangerous dog.

9. An owner or caretaker of any dog declared dangerous found to be in violation of this chapter, is willfully in violation or is unable to meet the requirements of this chapter shall be ordered in writing to safely remove the dog from the City or humanely destroy the animal within 10 days.

10. The owner of a dangerous dog must successfully complete a Behavior Consultation at the owner's expense within 60 days after receiving notification declaring the dog dangerous. The owner shall be required to provide written confirmation of successful completion of the Behavior Consultation to the Police Chief including a certification or receipt bearing the name of the consultant and the dates of the consultation.

11. The owner of a dangerous dog shall be denied a permit for the dog to enter any park designated as a public dog park in the City of North Liberty.

SECTION 10. NEW SECTION. Section 57.07 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

57.07 REGISTRATION AND VERIFICATION OF DANGEROUS OR POTENTIALLY DANGEROUS DOGS. The Police Department or organization authorized to enforce this chapter may issue an annual certificate of registration or license to the owner of a dangerous or potentially dangerous dog if the owner establishes to the satisfaction of the Department or other authority that:

1. The owner of the dangerous or potentially dangerous dog is 18 years of age or older and has the physical ability to control the dog.

2. The owner of the dangerous or potentially dangerous dog presents a certificate of insurance issued by an insurance company licensed to do business in this State as required by section 57.08 of this chapter. The certificate shall require notice to the City, in conformity with general City standards for certificates of insurance, if the underlying policy of insurance is cancelled for any reason. In lieu of such a certificate, a copy of a current homeowner's policy designating these requirements shall be sufficient proof of insurance for purposes of this subsection. If a certificate of insurance or policy is not immediately available, a binder indicating the coverage may be accepted for up to 30 days subsequent to the determination that a dog is dangerous or potentially dangerous; however, if after 30 days a certificate of insurance or a policy has not been submitted or the insurance coverage is cancelled, the dog shall be deemed unregistered or unlicensed and subject to immediate impoundment.

3. The dangerous or potentially dangerous dog has a current rabies vaccination at the owner's expense.

4. The owner has a proper enclosure to prevent the entry of any person or animal and the escape of said dangerous or potentially dangerous dog as described in Section 57.05 and 57.06 of this chapter.

5. The dangerous or potentially dangerous dog has been photographed for identification purposes

6. The dangerous or potentially dangerous dog has satisfactorily completed a Behavior Consultation preapproved by the Police Department at the dog owner's expense, if required.

7. The dog is licensed through the City.

SECTION 11. NEW SECTION. Section 57.08 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

57.08 INSURANCE COVERAGE REQUIREMENTS. The owner or keeper of a dangerous or potentially dangerous dog shall provide a certificate of insurance issued by an insurance company licensed to do business in this State, providing personal liability insurance coverage as in a homeowner's policy, with a minimum liability amount of \$100,000.00 for the injury or death of any person, for damage to property of others and for acts of negligence by the owner or his or her agents.

Every person keeping or maintaining a dangerous or potentially dangerous dog as provided in this chapter, shall accompany any application or display upon request by the Police Department a certificate of insurance from an insurance company authorized to do business in the State of Iowa with coverage of at least one hundred thousand dollars (\$100,000.00) combined single limit liability for bodily injury. Such certificate of insurance shall provide that no cancellation of the insurance will be made unless ten (10) days' written notice is first given to the City Clerk. Failure to provide or display such certificate of insurance shall be determined to be in violation of the dangerous or potentially dangerous dog requirements as provided in this chapter.

SECTION 12. NEW SECTION. Section 57.09 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

57.09 PENALTY. Any person violating the provisions of this section shall be deemed guilty of a simple misdemeanor and upon conviction thereof shall be punished in accordance with subsection 1.14 of this Code. In the alternative, the City may elect to prosecute any such violation as a municipal infraction, in accordance with Chapter 3 of this Code.

SECTION 11. REPEALER. All other Ordinances and parts of Ordinances of the City of North Liberty, Iowa, in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 12. 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 13. 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 _____ in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK

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Ordinance No. 2019-15

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH LIBERTY, IOWA, UPDATING PORTIONS OF THE ANIMAL CONTROL CODE

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. AMENDMENT. Section 55.02 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.02 DEFINITIONS.

The following terms are defined for use in the Animal Control Code, unless the context indicates otherwise:

1. "Abatement" means the termination of any violation by reasonable and lawful means determined by the animal control officer in order that a person presumed to be the owner or custodian shall comply with these Animal Control chapters.
2. "Animal" means any nonhuman mammal, bird, reptile, or amphibian.
3. "Animal control" means that department empowered by the City to provide animal control services.
4. "Animal shelter" means a State-licensed facility which is used to house or contain stray, homeless, abandoned, or unwanted animals, and which is owned, operated, or maintained by a public body, an established humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of animals.
5. "At large" means physically off the premises of an owner, handler, or custodian and not secured by a leash under ten feet in length which is under the control of the owner, handler, or custodian. "At large" does not refer to dogs exhibited in dog shows, field trials, obedience training or trials; or to a dog or cat which is otherwise safely and securely confined or completely controlled within or upon any vehicle or under control in a designated off-leash area; or to Police dogs used by law enforcement agencies.
6. "Cat" means a domesticated *Felis Catus* and includes both male and female cats.
7. "Chief Humane Officer" means the North Liberty City employee designated by the North Liberty City Administrator to exercise the authority of the Chief Humane Officer under this chapter, and such employee's designee.
8. "City Administrator" means the North Liberty City Administrator or a designee of the City Administrator.
9. "Community cat" means a cat that meets the requirements of Section 55.29(1).
10. "Defile" means to foul, dirty, pollute, or make filthy, either by a pet animal's body wastes or by an animal's carrying or dragging any foul material.

11. "Dog" means a domesticated *Canis Familiaris*, and includes both male and female dogs.
12. "Euthanasia" means the humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death, or by a method that causes painless loss of consciousness and death during such loss of consciousness.
13. "Kennel" means a place maintained for the business of boarding, raising, rearing, training, or sale of dogs and cats.
14. "Leash" means a rope, line, thong, chain, or other similar restraint not more than ten feet in length and which is of sufficient strength to hold an animal in check.
15. "Molest" includes not only biting and scratching, but also any annoyance, interference with, or meddling with any person so as to trouble or harm such person.
16. "Off-leash area" means a designated area in which an owner, handler, or custodian may allow or permit a dog to run at large, subject to certain rules and regulations.
17. "Owner or custodian" means any person possessing, harboring, keeping, having an interest in, or having control or custody of an animal, regardless of whether the animal is licensed pursuant to Chapter 56 of this Code of Ordinances.
18. "Pet" means a living dog, cat or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko or iguana.
19. "Police Chief" means the North Liberty Police Chief or a designee of the Police Chief
20. "Police dog" means any dog trained to assist police, while said dog is under the control or direction of a certified police officer during the performance of said officer's official duties. "Control or direction" does not require that the dog be on a leash or a lead.
21. "Premises" means the area of land surrounding a house or dwelling unit and actually or by legal construction forming an enclosure with it and to which the owner or custodian of a dog has legal and equitable right therein. "Premises" does not extend into areas of common ownership or use in the case of easements, trailer parks, apartment complexes, private communities, etc.
22. "Private property" means all buildings and other property owned by a private person. It includes buildings, yards, and service and parking areas.
23. "Proof of vaccination" means a health or rabies certificate issued by a licensed veterinarian.
24. "Public property" means buildings and other property owned or dedicated to the use of the City, State, County, or United States government, wherein the authorized representative has granted the City jurisdiction thereof, or any governmental subdivision of the City, State, County or U.S. government or any governmental organization established by the City, State, County or U. S. government. Such property includes but is not limited to buildings, grounds,

- yards, street rights-of-way, walks, bicycle paths, easements, parks, service areas, open areas, athletic and recreational areas, riverbanks, parking areas and ramps, boulevards, and any other real estate owned by a governmental unit.
25. "Trip fee" means the response fee an owner or custodian of an animal may be charged by the City when an animal is impounded.
26. "Veterinarian" means a person duly licensed by the State to practice veterinary medicine.
27. "Veterinary hospital" means an establishment regularly maintained and operated by a veterinarian for the diagnosis and treatment of diseases and injuries to animals and which may board animals.

SECTION 2. AMENDMENT. Section 55.11 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.11 REQUIRED REPORTS.

1. Physicians. It is the duty of every physician or other practitioner in the City to make written reports to the City of the name and address of persons treated for bites inflicted by animals, together with such other information as will assist in the prevention of rabies.
2. Veterinarians. It is the duty of every veterinarian in the City to report to the City any diagnosis of rabies in an animal made by said veterinarian or under said veterinarian's supervision.
3. Owners and Custodians. Every owner or person having possession, custody, or control of an animal which is known to be rabid or which has been bitten by an animal infected with rabies shall immediately report such fact to the City and shall have such animal placed in isolation and quarantine as directed by the City for such period as may be designated and at the expense of the owner.
4. Report of Bites. Every animal which bites a person shall be promptly reported to the City. Such animals shall be securely quarantined at the direction of the City for a period of ten days. At the discretion of the City, such quarantine may be on the premises of the owner or custodian, at a shelter selected by the City, or in a veterinary hospital of the owner's or custodian's choice at the owner's or custodian's expense. In the cases of animals whose ownership is not known, such quarantine shall be at a hospital or shelter selected by the City. If the animal is quarantined at a shelter selected by the City, the owner or custodian of the animal shall be responsible for all expenses.
5. Any police dog which bites another animal or human is exempt from any reporting or quarantine requirement following such bite, if the police dog has a current rabies vaccination that was administered by a veterinarian.

SECTION 3. AMENDMENT. Section 53.07 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

53.07 ANIMALS.

No person shall own, possess, or harbor any barking or noisy dog, bird, or other animal, regardless of whether the dog, bird, or other animal is physically situated in or upon private property. For the purposes of this section, a "barking dog, bird or other animal" means a dog, bird, or other animal that barks, bays, cries, howls or emits any other noise continuously and/or incessantly for a period of ten minutes or barks intermittently for one-half hour or more, and the sound therefrom is plainly audible across a residential real property boundary or within a noise sensitive area. However, the dog, bird, or other animal shall not be deemed a barking dog or noisy animal if, at the time the dog, bird, or other animal is barking or making any other noise, a person is trespassing or threatening to trespass upon private property in or upon which the dog, bird, or other animal is situated or is taking any other action which would tease or provoke the dog, bird, or other animal to bark or otherwise be noisy. This provision does not apply to police dogs as defined in Section 55.02(20).

SECTION 4. AMENDMENT. Section 56.01 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

56.01 LICENSE REQUIRED.

All cats and dogs four months of age or older which are harbored, kept, or maintained in the City shall be licensed. A license must be purchased within thirty (30) days after a cat or dog is first acquired, harbored, kept, maintained, or brought into the City by a person residing in the City. Licenses must be renewed no later than January for that calendar year. Owners and custodians of cats and dogs are responsible and liable for complying with the licensing requirements set out in this chapter. This provision does not apply to police dogs as defined in Section 55.02(20).

SECTION 5. AMENDMENT. Section 55.24 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.24 TRAPPING.

No person shall trap or attempt to trap any animals within the City with other than a humane, live trap; provided, however, the provisions of this section shall not apply to the use of instant kill traps for the purpose of small rodent pest control. All traps shall have a metal tag attached plainly labeled with the owner's name and address. All traps, except those which are placed entirely under water, shall be checked at least twice every twenty-four hours. Officers appointed by the Department of Natural Resources, North Liberty Police officers, or the chief humane officer or said officer's designee may confiscate such traps found in use that are not properly labeled or checked.

SECTION 6. NEW SECTION. Section 55.29 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

55.29 COMMUNITY CATS.

1. Requirements. Community cats shall be allowed as free roaming cats if all the following are met:

- A. No person owns the cat,
- B. The cat has been assessed by a veterinarian and deemed healthy,
- C. The cat has been spayed or neutered,
- D. The cat has been vaccinated for rabies, feline rhinotracheitis, calicivirus, and panleukopenia, and reasonable attempts have been made to revaccinate the cat in accordance with the direction of a veterinarian, and
- E. The cat has been ear-tipped by a veterinarian after having made an affirmative determination for each of the requirements in subsections A-D above.

2. Nuisance. Community cats that create a nuisance may be captured and impounded. For the purpose of this section "nuisance" shall be defined as anything which interferes with the enjoyment of life or property. The chief humane officer may determine if a community cat is a nuisance and shall use information obtained from citizens complaining about a community cat and his/her expertise to determine if a community cat is a nuisance.

3. Returning community cat to area. A community cat shall be returned to the area where it was captured unless the cat is sick or injured. The disposition of a sick or injured community cat shall be determined by the chief humane officer.

4. Liability. The city shall have no liability for the disposition of any community cat.

SECTION 7. AMENDMENT. Section 57.01 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

57.01 DEFINITIONS.

For use in this chapter and the Animal Control Code generally, the following additional terms are defined:

1. "Behavior Consultation" means a consultation with a professional that has expertise in dog behavior with the intent to help the owner and the dog address the aggressive behavior displayed by the dog.

2. "Bodily injury" means any injury to a human or animal that is less severe than a Serious Injury. Bodily injuries may include scratches, puncture wounds, breaking the skin, significant bruising, redness, swelling or a lasting injury.

3. "Confinement" means to contain the dangerous or potentially dangerous dog within a home, structure, kennel, pen, or fenced yard, as approved by the North Liberty Police Department, to protect the public and prevent the dog from running at large. Confining a dangerous dog with an invisible fence is not allowed.

4. "Dangerous Animal" means: (i) any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing,

inflicting serious injury upon or causing disease among human beings or domestic animals and having known tendencies as a species to do so; or (ii) any animal declared to be dangerous by the County Board of Health, Chief of Police, or the City Administrator; or (iii) the following animals, which are deemed to be dangerous animals per se:

- A. Wolves and coyotes;
- B. Badgers, wolverines, weasels, mink and other Mustelids (except ferrets);
- C. Bears;
- D. All apes (including chimpanzees), baboons and macaques;
- E. Monkeys, except the squirrel monkey;
- F. Elephants;
- G. Wild boar;
- H. Black widow spiders and scorpions;
- I. Snakes which are naturally venomous or poisonous;
- J. All cats, except domestic cats (Carnivora of the family Felidae including but not limited to lions, cougars, tigers, jaguars, leopards, lynx, bobcats, etc.)
- K. Raccoons;
- L. Alligators, crocodiles and caiman;

5. "Dangerous Dog" means a dog that fits into any or all the following categories:

- A. Without provocation, bites or attacks a person or a domestic pet causing serious injury, whether on public or private property;
- B. Without provocation, has killed a domestic pet whether on public or private property;
- C. Any dog that according to the records of a health department, police department, or humane society or according to any other records available to the Police Department has directly inflicted Serious Injury on a human being, without provocation, on public or private property.

6. "Domestic Animal" see "Pet" in Section 55.02(18).

7. "Impound" means to take a dangerous or potentially dangerous dog into custody by the Animal Control Authority or the organization authorized to enforce this chapter. Impound may involve the placement of a dog in an animal shelter or at a licensed veterinary facility. The cost to impound a dog shall be the responsibility of the owner.

8. "Investigation" means the process to review an incident involving a dog which may include interviewing the victim, owner, witnesses, neighbors and veterinarian. Investigations are completed by the North Liberty Police Department or the authority designated by the City.

9. "Microchip implant" means a passive electronic transponder that is injected into an animal, subcutaneously, by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's

owner. The microchip implant shall be supplied with an exterior collar-type tag for purposes of an external means of notifying others that the animal has been implanted with a microchip.

10. "Potentially Dangerous Dog" means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by any of the following behaviors:

A. Without provocation, causes Bodily Injury to a person or domestic animal on public or private property;

B. Without provocation, chases or approaches a person, a domestic animal or a wheeled conveyance upon the streets, sidewalks, or any public or private property, in an apparent attitude of attack; or has a known propensity, tendency, or disposition to attack, causing injury or otherwise threatening the safety of humans or domestic animals;

C. Without provocation, chases or approaches a person or domestic animal demonstrating aggressive nipping behavior or has inflicted Bodily Injury;

D. Any dog with a demonstrated propensity, tendency or disposition to attack, to cause injury to, or to otherwise threaten the safety of humans or domestic animals. This category shall include a security dog that has been trained to attack;

E. Any dog not in strict conformity with the rabies control program of the City of North Liberty as established by the licensing provisions of the Municipal Code;

11. "Proper Leashing" of a dangerous or potentially dangerous dog means the dog shall not be permitted to go outside a proper enclosure, as defined in Section 57.05(1) or Section 57.06(1) of this chapter, unless secured on a leash no longer than six (6) feet in length that is under the actual physical control of a person eighteen (18) years of age or older who has the physical ability to restrain the dog. When a dangerous dog is not securely confined or caged for transportation, a muzzle shall be placed on the dog.

12. "Quarantine" means confining the dog for a period as defined by this ordinance. During quarantine the dog shall have no contact with other animals. A dog must be quarantined within an enclosed structure of the owner with prior approval of the Police Department or at an animal shelter or veterinarian, the cost for confinement during quarantine shall be the responsibility of the owner. A dog may not be released from quarantine until it meets proper licensing requirements including proof of rabies vaccination.

13. "Serious Injury" means any physical injury to a human or domestic animal by a dog that results in a bone fracture, muscle tear, disfiguring laceration or requires multiple sutures, corrective surgery, cosmetic surgery or death.

14. "Trespass" means to enter unlawfully upon the land of another.

SECTION 6. AMENDMENT. Section 57.02 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

57.02 HARBORING DANGEROUS ANIMALS PROHIBITED.

No person shall keep, shelter or harbor any dangerous animal as a pet, or act as a custodian for such animal, temporarily or otherwise, or keep such animal for any other purpose or in any other capacity within the City except in the following circumstances:

1. The keeping of dangerous animals in a public zoo, bona fide educational or medical institution, humane society or museum where they are kept as live specimens for the public to view or for instruction, research or study.
2. The keeping of dangerous animals for exhibition to the public by a circus, carnival, exhibit or show where such circus, carnival, exhibit or show is of a traveling nature, is displayed before large assemblages of people, and maintains all required Federal or State licenses.
3. The keeping of dangerous animals in a bona fide, licensed veterinary hospital for treatment.
4. The keeping of dangerous animals by a wildlife rescue organization in accordance with rules established by the Natural Resource Commission.

SECTION 6. AMENDMENT. Section 57.03 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

57.03 DECLARATION, IMPOUNDMENT AND APPEAL OF A DANGEROUS OR POTENTIALLY DANGEROUS DOG.

1. Upon receipt of a complaint by any individual alleging that a dog is dangerous or potentially dangerous, and after investigation, the Police Chief may declare such dog as dangerous or potentially dangerous by delivering a written notice of declaration to the owner or keeper of the dog. The notice shall include a description of the dog and the basis for the declaration as dangerous or potentially dangerous. The notice shall set forth that the owner or keeper shall be required to confine the dog as required by this chapter. The notice shall be served upon any adult residing at the premises where the dog is located or may be posted on those premises if no adult is present to accept service;
2. If a dog is ordered to be quarantined, the quarantine period shall last for a minimum of ten days from the date of the incident.
3. The person owning, keeping, sheltering, or harboring the dog in question may contest the dangerous or potentially dangerous declaration by filing a written request for hearing, including reasons for the request, with the City Clerk within three business days of the receipt of the declaration. At this time, if the owner agrees to confine the dog pursuant to quarantine provisions of this chapter, the dog shall not be impounded pending appeal. Failure to file a request for hearing shall constitute a waiver of any right to contest the declaration of the Police Chief and the Police Chief shall be authorized to order the seizure and impoundment of the dog if the owner

cannot show the ability to comply with Section 57.05 or Section 57.06 of this chapter. A dog confined or seized shall be impounded until the conclusion of the investigation, hearing and/or appeal process.

4. If a hearing is requested as provided in paragraph 3, the person owning, keeping, sheltering, or harboring the dog in question shall be given not less than 72 hours' written notice of the time and place of the hearing. The 72-hour written notice may be waived upon agreement of both parties. The notice shall set forth the description of the dog in question and the basis for the declaration as a dangerous or potentially dangerous dog.

5. If, after hearing, the City Administrator upholds the determination of the Police Chief that the dog is dangerous or potentially dangerous, the City Administrator shall order the person owning, sheltering, harboring or keeping the animal to permanently confine the dog as required by Section 57.05 or Section 57.06 of this chapter. If the order is not complied with within three days of its issuance, the City Administrator is authorized to seize and impound the dog. A dog so seized shall be impounded for a period of seven days. If, at the end of the impoundment period, the person against whom the order of the City Administrator was issued has not complied with the order, the City Administrator may cause the dog to be removed from the City or destroyed in a humane manner.

6. Impoundment Costs. Any dog that is alleged to be dangerous or potentially dangerous and that is under impoundment or quarantine at an animal shelter or veterinary office shall not be released to the owner but shall continue to be held at the expense of the owner pending the outcome of the hearing. All costs of such impoundment or quarantine shall be paid by the owner.

SECTION 7. NEW SECTION. Section 57.04 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

57.04 EXCEPTIONS TO DECLARING A DANGEROUS OR POTENTIALLY DANGEROUS DOG. A dog shall not be declared as dangerous or potentially dangerous if it bites, attacks or menaces a person, domestic pet or animal if:

1. It is defending its owner, caretaker or another person from an attack by a person or animal;
2. It is protecting itself, its young or another animal;
3. It is defending itself against any person or animal that has tormented, assaulted or abused it;
4. It is defending its owner's or caretaker's property against trespass;
5. The dog is a police dog, as defined in section 55.02(20), or used by a law enforcement or military official for legitimate law enforcement or military purposes;
6. If the threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing, or assaulting the dog

or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the dog or was committing or attempting to commit a crime.

SECTION 8. NEW SECTION. Section 57.05 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

57.05 KEEPING OF A POTENTIALLY DANGEROUS DOG.

The owner or caretaker of any dog determined to be potentially dangerous pursuant to the provisions of this Chapter may be required to comply with any or all of the following regulations:

1. No person owning, harboring or having care of a potentially dangerous dog may permit such dog to go outside of their house, structure or its kennel, pen or fenced yard unless the dog is properly leashed.
2. No person may permit a potentially dangerous dog to be kept on a chain, rope, leash or similar restraining device outside its kennel, pen or fenced yard unless the dog is restrained using Proper Leashing as defined in this chapter. The dog may not be leashed to inanimate objects such as trees, posts and buildings.
3. No potentially dangerous dog may be kept on a porch, patio or in any part of a house or structure on the premises of the owner or caretaker that would allow the dog to exit the building on its own volition, except through a door leading directly to a pen, kennel or fenced yard meeting all the requirements of this chapter.
4. The owner or caretaker of a potentially dangerous dog shall immediately notify the Police Department if the dog is on the loose, is unconfined, has attacked a Domestic Animal, has attacked a human being, has died or has been sold or given away. If a potentially dangerous dog has been sold or given away, the former owner or caretaker shall immediately notify the Police Department of the identity and address of the new owner or caretaker.
5. The owner of the potentially dangerous dog may be required to successfully complete a Behavior Consultation at the owner's expense within 60 days after receiving notification declaring the dog potentially dangerous. The owner shall be required to provide written documentation proving successful completion of the Behavior Consultation to the Police Department including a certification or receipt bearing the name of the consultant and the dates of the consultation;
6. An owner or caretaker of any dog declared potentially dangerous found to be in violation of this chapter, is willfully in violation or is unable to meet the requirements of this chapter, shall be automatically escalated to a classification of a dangerous dog and ordered to confine the animal according to the provisions of 57.06. Failure to abide by this section shall result in an additional order in writing to safely remove the dog from the City or humanely destroy the animal within 10 days.
7. The owner of a potentially dangerous dog shall be denied a permit for the dog to enter any public park designated as a dog park in the City of North Liberty.
8. The owner of a potentially dangerous dog may request to have the declaration reviewed by the City Administrator and Police Chief after a minimum of one year. If it

is determined that there have been no further violations of this chapter, confinement precautions have been taken, and proper training has occurred, the declaration of potentially dangerous dog may be removed.

SECTION 9. NEW SECTION. Section 57.06 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

57.06 KEEPING OF A DANGEROUS DOG. The owner or caretaker of any dog determined to be dangerous pursuant to the provisions of this Chapter shall comply with the following regulations:

1. All dangerous dogs shall be securely confined indoors or in a securely enclosed and locked pen, kennel or structure on the premises of the owner or caretaker, except when Properly Leashed and muzzled. The pen, kennel or structure must be of adequate size to effectively contain the animal to include a roof if necessary. When constructed in an open yard, the pen, kennel or structure must be childproof from the outside and dog-proof from the inside. A pen, kennel or structure used to confine a dangerous dog shall be locked with a key or combination lock when the dog is within the enclosure. The pen, kennel or structure shall have a secure bottom or floor that does not allow the dog to escape under the fence or through the sides of the enclosure. All pens, kennels or structures erected to a house dangerous dog shall comply with all zoning and building regulations of the City and must be inspected and approved by the North Liberty Police Department. All enclosures shall be adequately ventilated and kept in a clean and sanitary condition.

2. A dangerous dog outside the dog's pen, kennel or structure shall be properly leashed and muzzled in a humane way by a muzzling device sufficient to prevent the dog from biting persons or other animals.

3. No person may permit a dangerous dog to be kept on a chain, rope, leash or similar restraining device outside its kennel, pen or structure. The dog may not be leashed to inanimate objects such as trees, posts and buildings.

4. No dangerous dog may be kept on a porch, patio or in any part of a house or structure on the premises of the owner or caretaker that would allow the dog to exit the building on its own volition, except through a door leading directly to a pen, kennel or structure meeting all the requirements of this chapter. No dangerous dog may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.

5. The owner or caretaker of a dangerous dog shall display, in prominent places on his or her premises near all entrances to the premises, signs in letters of no less than 2 inches high warning that there is a dangerous dog on the property. A similar sign is required to be posted on the kennel, pen or structure confining the dog.

6. The City will provide notification to the neighborhood alerting neighbors of the presence of a dangerous dog. Notifications may include the City website and various social media platforms.

7. The owner or caretaker of a dangerous dog shall immediately notify the Police Department if the dog is on the loose, is unconfined, has attacked a Domestic Animal, has attacked a human being, has died, has been sold or has been given away.

8. A dog declared dangerous by the Police Chief or City Administrator shall not be allowed to be removed from the City without contacting the Police Department. If the dangerous dog has been sold or given away, the owner or caretaker shall provide the Police Department with the name, address and telephone number of the new owner. If the dangerous dog is sold or given away to a person residing outside the City, the owner or caretaker shall present evidence to the Police Department showing that he or she has notified the corresponding new law enforcement agency of the dog's new residence and the City of North Liberty's prior declaration of being a dangerous dog.

9. An owner or caretaker of any dog declared dangerous found to be in violation of this chapter, is willfully in violation or is unable to meet the requirements of this chapter shall be ordered in writing to safely remove the dog from the City or humanely destroy the animal within 10 days.

10. The owner of a dangerous dog must successfully complete a Behavior Consultation at the owner's expense within 60 days after receiving notification declaring the dog dangerous. The owner shall be required to provide written confirmation of successful completion of the Behavior Consultation to the Police Chief including a certification or receipt bearing the name of the consultant and the dates of the consultation.

11. The owner of a dangerous dog shall be denied a permit for the dog to enter any park designated as a public dog park in the City of North Liberty.

SECTION 10. NEW SECTION. Section 57.07 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

57.07 REGISTRATION AND VERIFICATION OF DANGEROUS OR POTENTIALLY DANGEROUS DOGS. The Police Department or organization authorized to enforce this chapter may issue an annual certificate of registration or license to the owner of a dangerous or potentially dangerous dog if the owner establishes to the satisfaction of the Department or other authority that:

1. The owner of the dangerous or potentially dangerous dog is 18 years of age or older and has the physical ability to control the dog.

2. The owner of the dangerous or potentially dangerous dog presents a certificate of insurance issued by an insurance company licensed to do business in this State as required by section 57.08 of this chapter. The certificate shall require notice to the City, in conformity with general City standards for certificates of insurance, if the underlying policy of insurance is cancelled for any reason. In lieu of such a certificate, a copy of a current homeowner's policy designating these requirements shall be sufficient proof of insurance for purposes of this subsection. If a certificate of insurance or policy is not immediately available, a binder indicating

the coverage may be accepted for up to 30 days subsequent to the determination that a dog is dangerous or potentially dangerous; however, if after 30 days a certificate of insurance or a policy has not been submitted or the insurance coverage is cancelled, the dog shall be deemed unregistered or unlicensed and subject to immediate impoundment.

3. The dangerous or potentially dangerous dog has a current rabies vaccination at the owner's expense.

4. The owner has a proper enclosure to prevent the entry of any person or animal and the escape of said dangerous or potentially dangerous dog as described in Section 57.05 and 57.06 of this chapter.

5. The dangerous or potentially dangerous dog has been photographed and injected with a microchip implant for identification purposes.

6. The dangerous or potentially dangerous dog has satisfactorily completed a Behavior Consultation preapproved by the Police Department at the dog owner's expense, if required.

7. The dog is licensed through the City.

SECTION 11. NEW SECTION. Section 57.08 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

57.08 INSURANCE COVERAGE REQUIREMENTS. The owner or keeper of a dangerous or potentially dangerous dog shall provide a certificate of insurance issued by an insurance company licensed to do business in this State, providing personal liability insurance coverage as in a homeowner's policy, with a minimum liability amount of \$100,000.00 for the injury or death of any person, for damage to property of others and for acts of negligence by the owner or his or her agents.

Every person keeping or maintaining a dangerous or potentially dangerous dog as provided in this chapter, shall accompany any application or display upon request by the Police Department a certificate of insurance from an insurance company authorized to do business in the State of Iowa with coverage of at least one hundred thousand dollars (\$100,000.00) combined single limit liability for bodily injury. Such certificate of insurance shall provide that no cancellation of the insurance will be made unless ten (10) days' written notice is first given to the City Clerk. Failure to provide or display such certificate of insurance shall be determined to be in violation of the dangerous or potentially dangerous dog requirements as provided in this chapter.

SECTION 12. NEW SECTION. Section 57.09 of the Code of Ordinances of the City of North Liberty, Iowa, is created, and reads as follows:

57.09 PENALTY. Any person violating the provisions of this section shall be deemed guilty of a simple misdemeanor and upon conviction thereof shall be punished in accordance with subsection 1.14 of this Code. In the alternative, the City may elect to prosecute any such violation as a municipal infraction, in accordance with Chapter 3 of this Code.

SECTION 11. REPEALER. All other Ordinances and parts of Ordinances of the City of North Liberty, Iowa, in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 12. 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 13. 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:

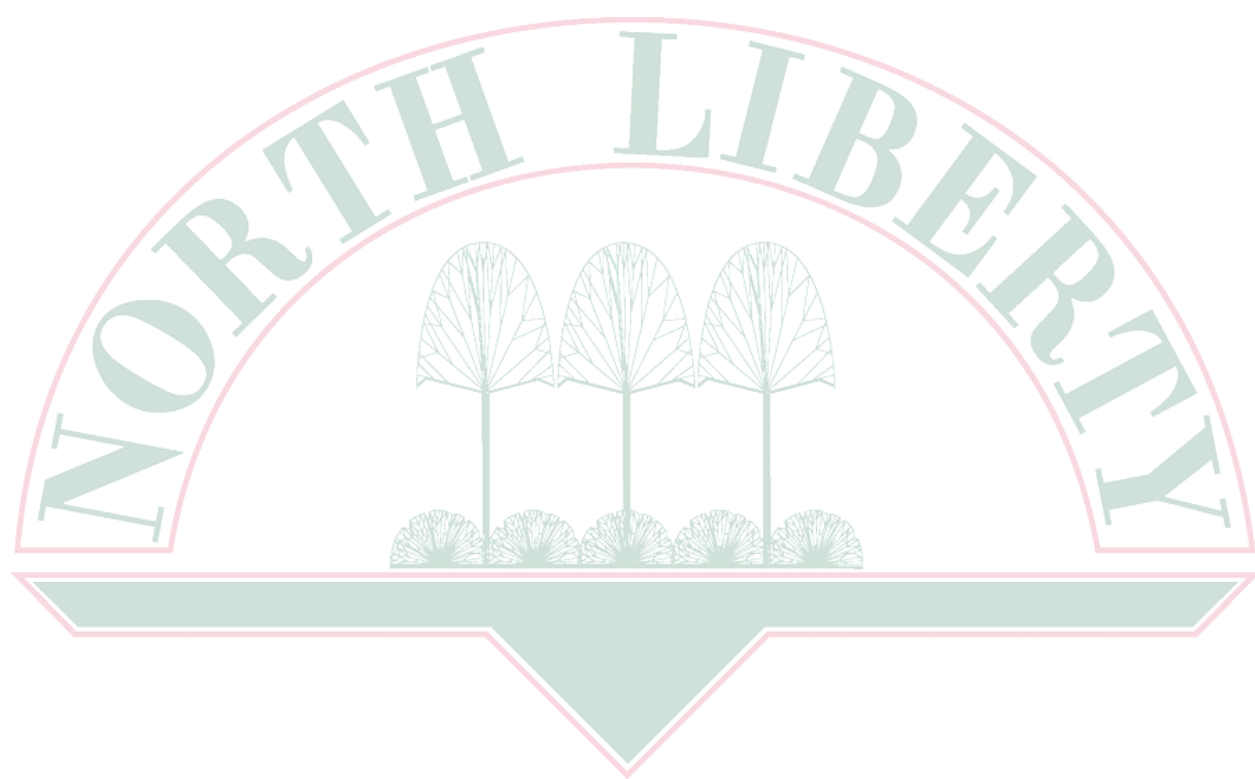
I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2019-15 in the *North Liberty Leader* on _____.
_____.

TRACEY MULCAHEY, CITY CLERK

Colony Pumpkin Patch



Tracey Mulcahey

Subject: FW: [External Email] Re: Agritourism draft
Attachments: Colony_Special Events_06.21.19.pdf

From: Luke McClanahan <lmccclanahan@co.johnson.ia.us>
Sent: Friday, June 21, 2019 11:51 AM
To: Dean Wheatley
Cc: Nathan Mueller; Julia Dodds
Subject: FW: [External Email] Re: Agritourism draft

Hi Dean,

Not sure if Katie Colony submitted her Special Events - Conditional Use Permit to the City yet (a new/separate request from her Seasonal Ag Events that just went through your Council) but the application is attached. Also, she provided additional details about the request in the email below. Our BOA is scheduled to discuss this app on July 17.

Please let me know if you need additional info.

Thanks,
Luke

Luke McClanahan
Assistant Planner
Johnson County | Planning, Development and Sustainability
lmccclanahan@co.johnson.ia.us
(319) 356-6083

From: Katie Colony <kcolony@hotmail.com>
Sent: Thursday, June 06, 2019 4:49 PM
To: Nathan Mueller <nmueller@co.johnson.ia.us>; Josh Busard <jbusard@co.johnson.ia.us>
Cc: Luke McClanahan <lmccclanahan@co.johnson.ia.us>
Subject: Re: [External Email] Re: Agritourism draft

here is a copy of what I propose to say in this application. Do you see any issues, or can I submit as is?
Thanks-

Proposed 12 Event Use:

We are asking for approval of the allowed 12 events per year that fall outside of the Seasonal Ag Events, with the understanding that this is a work in progress, as not all dates, or events, have been established yet. Approval of the full allotted 12 events without established dates gives us the flexibility to add potential uses as they come

up. Examples would include, but are not limited to, corporate or private outings/picnics, graduation rentals, classes, movie nights, farmers market, farm runs, weddings. Proper notification to PZS personnel will be given as the dates and events are established.

Current scheduled event outside of the Seasonal Ag Events

-Sat. Nov 3: 5K farm run

What we operate during the current pumpkin harvest season & potentially approved (6/19 BoA meeting) Seasonal Ag Events CUP:

Pick-your-own pumpkin patch, corn maze (day and limited nights), kids activities, hayrack rides, etc. Also included are events/gatherings associated with the fall season and pumpkin patch ie. fall festival, kids' birthdays, farm dinner. Limited food available on site + food trucks/NL Optimists throughout season.

(.....The rest of the info is the same as the Seasonal Ag Event App ie. hours, site description, equipment, etc.)

Katie Colony

Colony Pumpkin Patch

319-626-6091



From: Katie Colony <kcolony@hotmail.com>
Sent: Thursday, June 6, 2019 2:09 PM
To: Nathan Mueller; Josh Busard
Cc: Luke McClanahan
Subject: Re: [External Email] Re: Agritourism draft

I am preparing the Special Events CUP now, Did you get my last email asking to have the 2 items removed for the June meeting?

Also, when I send this in/drop by do I need to have the application, with 10 copies of maps/site plan and the list of people within 500', + resubmit the whole thing to the City of NL too? Finally since there is one sign up right now, is the \$10 sign fee waived for this second application?

Thanks-Katie

Katie Colony

Colony Pumpkin Patch

319-626-6091



From: Nathan Mueller <nmueller@co.johnson.ia.us>
Sent: Saturday, June 1, 2019 11:33 AM
To: Katie Colony; Josh Busard
Cc: Luke McClanahan
Subject: Re: [External Email] Re: Agritourism draft

Katie,

All we need to modify your current application is an email asking to remove the movie nights and 5k from consideration as part of this application. Modifying the list of uses will not delay this seasonal ag application - it will still be heard at the June meeting.

Thanks,
Nate

----- Original Message -----

From: Katie Colony <kcolony@hotmail.com>
Date: Fri, May 31, 2019 3:59 PM -0500
To: Josh Busard <jbusard@co.johnson.ia.us>

CC: Nathan Mueller <nmueller@co.johnson.ia.us>, Luke McClanahan <lmccclanahan@co.johnson.ia.us>
Subject: Re: [External Email] Re: Agritourism draft

Ok, how do we modify the current application? I will begin work on the special events application for the July meeting, but will modifying this one cause it to move to July as well??

Sent from my iPhone

On May 30, 2019, at 2:31 PM, Josh Busard <jbusard@co.johnson.ia.us> wrote:

Katie,

Generally speaking, you have a good understanding of the process **except for Outcome #3**.

If the Board of Adjustment denies your entire application, based on your request for movie nights and the 5K run to be considered Seasonal Agricultural Events or for any other reason, then ordinance prohibits you from applying for the same or substantially the same use for 1 year unless the Board of Adjustment explicitly states otherwise. This means that your safest bet is to modify your existing permit by asking, in writing, to remove the movie nights and 5k run from your current application on file. If you modify your current application accordingly, staff will not oppose your application. The legitimate seasonal agricultural events can be approved in June and then the movie nights and 5K run can be approved in July as special events.

Josh

<image002.jpg>Josh Busard | AICP, LEED-AP, CFM
Director

<image003.png><image004.png>Planning, Development, & Sustainability

GOVERNMENT OF JOHNSON COUNTY, IOWA
913 S. Dubuque St., Iowa City, IA 52240

<image005.png> jbusard@co.johnson.ia.us
P: 319.356.6083
www.johnson-county.com/greenbuild

From: Katie Colony <kcolony@hotmail.com>
Sent: Tuesday, May 28, 2019 6:09 PM
To: Nathan Mueller <nmueller@co.johnson.ia.us>
Cc: Josh Busard <jbusard@co.johnson.ia.us>
Subject: [External Email] Re: Agritourism draft

CAUTION: This email originated from outside of Johnson County! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Thank for all of that. I appreciate it.

And just to clarify what our options are with our current application:

1. Keep it on the agenda & try to convince the BoA to pass it as is
2. Table it & apply for Special Events & Seasonal Ag events separate to go before them in July.

Outcomes:

1. It passes as is, then we're good to go

2. It passes, but without approval of the movie nights & run, then we have to apply for the Special Events CUP for those things only to go before them again in July.
3. It doesn't pass at all, then we have to resubmit the SAE again + the SE all for July's meeting

And to be clear the deadline to submit for the July meeting is June 20, the day after the June meeting.

Do I have that all correct??

Sent from my iPhone

On May 28, 2019, at 5:26 PM, Nathan Mueller <nmueller@co.johnson.ia.us> wrote:

Katie,

Attached is the draft of agritourism we discussed this morning. As mentioned this is still very much a draft, and won't be part of the ordinance until/unless it's adopted by the Board later this year. Our tentative schedule had the ordinance going out for public hearing in September or October, so hopefully this mechanism would be in place as you look ahead to next season and beyond. I've included definitions and supplemental conditions (which are specifics minimum standards on specific uses) to help decipher the lists of uses. Because we are still drafting, these are working documents which are still subject to change and revision, and which have not been adopted by the Board.

As Josh mentioned on the phone, drafts of all content that have been reviewed by the P&Z Commission and the Board of Supervisors are available in the respective work session meeting packets dating back to last August. The P&Z Work Sessions can be found here

<http://johnsoncountyi.ig2.com/Citizens/Calendar.aspx?View=List&From=1%2f1%2f2019&To=12%2f31%2f2019>

Please let us know if you have any questions,
Nate

<image002.png>Nathan Mueller, AICP, CFM
Assistant Director
Johnson County Planning, Development, & Sustainability
(319) 356-6083
nmueller@co.johnson.ia.us

<DRAFT_AG-T-Agritourism Zoning District.pdf>

<DRAFT_Definitions for Zoning Districts_working as of 5.28.19.pdf>

<DRAFT_Supplemental Conditions_working as of 5.28.19.pdf>

Conditional Use Permit Request

JOHNSON COUNTY BOARD OF ADJUSTMENT - APPLICATION FOR PUBLIC HEARING

Date of Application: 6/6/19

Parcel ID #: _____

Application #: BA-19-27756

In accordance with Chapter 8:1.20 of the Johnson County Unified Development Ordinance, the undersigned requests consideration and approval of a Conditional Use Permit located on the property herein described:

Colony Farms 2780 Front St. NE North Liberty, IA

Parcel #: 0718351001

Proposed Use Special Event Permit at Colony Pumpkin Patch and Corn Maze

Address of Location 2780 Front St. NE North Liberty, IA Penn Township

Owner of Record and Address: Frank E. Colony Trust Peg Colony, trustee - same address

This application shall be filed with the Johnson County Planning, Development and Sustainability Administrator complete with the following information:

- ☐ 1. A location map for the proposed site.
- ☐ 2. A document explaining the proposed use including but not limited to the number of employees, parking facilities, days and hours of operation, provisions for water and wastewater, type of equipment to be used, and signage.
- ☐ 3. 10 copies of the required site plan identifying the access, the structure(s) to be used for the proposed business, and any Supplemental Conditions as required.
- ☐ 4. The names and addresses of all owners of property within 500 feet of the property described in this application.
- ☐ 5. \$250.00 application fee plus a \$10 sign fee (\$260.00 total). Cash or check only. Please make checks payable to the Johnson County Treasurer.
- ☐ 6. Applications within two (2) miles of any city must notify that city.

Dean and Katie Colony

Applicant or Representative (Please Print)

Dean Colony

Signature of Applicant, owner, contract purchaser, or agent

1055 Front St NE N Liberty, IA 52317

Address

319-626-6091/319-530-0394(D)/319-430-5672(K)

Telephone number



2019 Special Events CUP

Dates under Seasonal Ag Use:

August 23-October 31 (sunflower and pumpkin harvests)

Dates under Special Events Use:

Late July - Early November

-# Employees - 2 full time, and up to 40 (part time, seasonal)

-Equipment needed - General farm equipment, concession equipment, coolers, iPads, etc.

-Parking Lot - 4 acre farm field. Paved entrance off of Front St. NE with gravel pathways throughout field.

-Lighting - Portable light generator. Overhead farm lightning. String lighting in the main gathering space. Tractor and utility vehicle lighting. Flashlights.

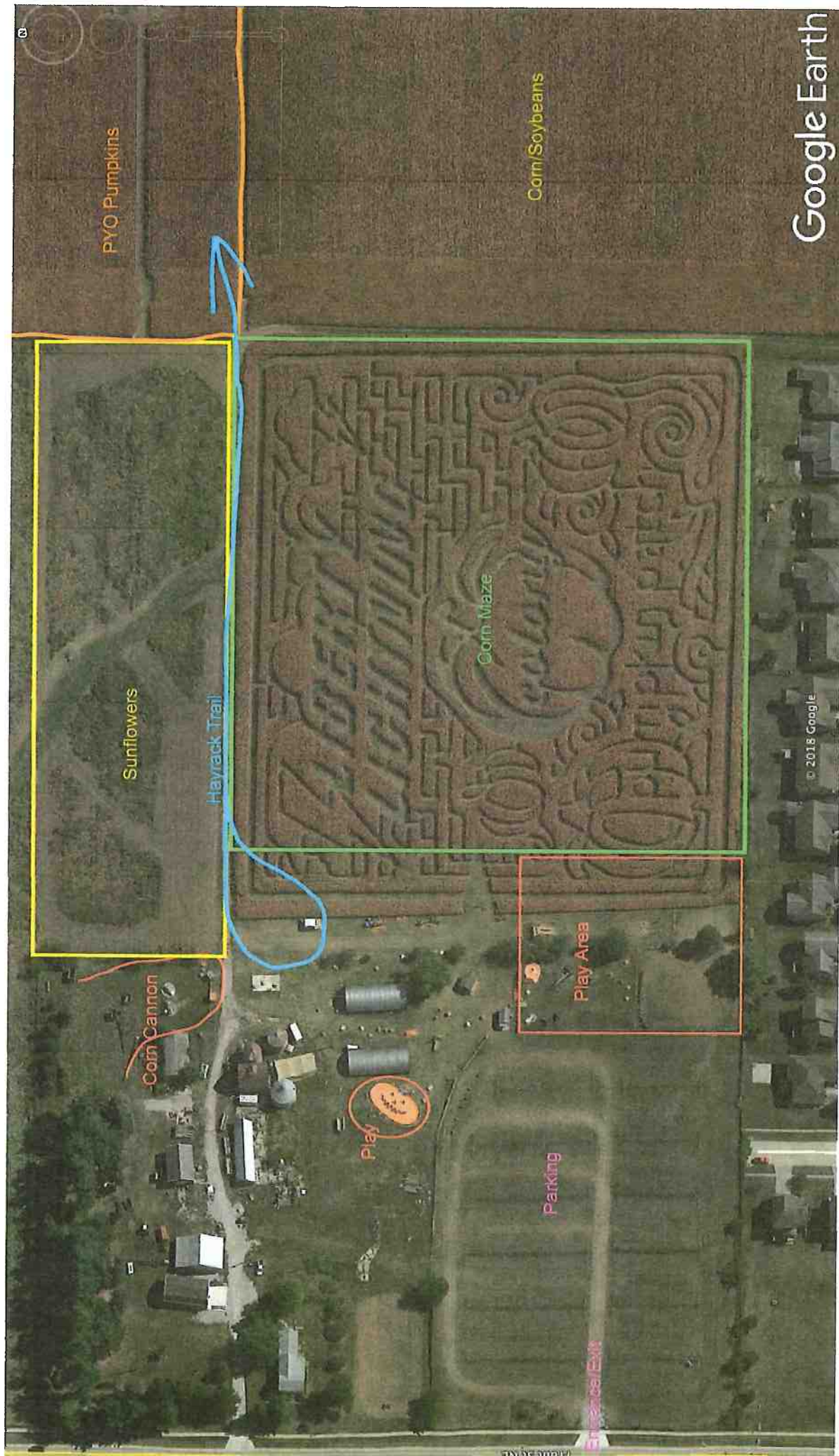
-Water/Bathroom area - permanent non-potable water is available at the farm. Potable water brought over from city served home. 4+ portable bathrooms + 1 hand washing station located in various areas around the farm. All permitted through JoCo Public health.

-Signage - 4x4 Pumpkin Patch sign at entrance with hours of operation. Other directional signs permitted through City of NL.

North Liberty



© 2016 Google



PYO Pumpkins

Corn/Soybeans

Sunflowers

Hayrack Trail

Corn Maze

Play Area

Coin Cannon

Play

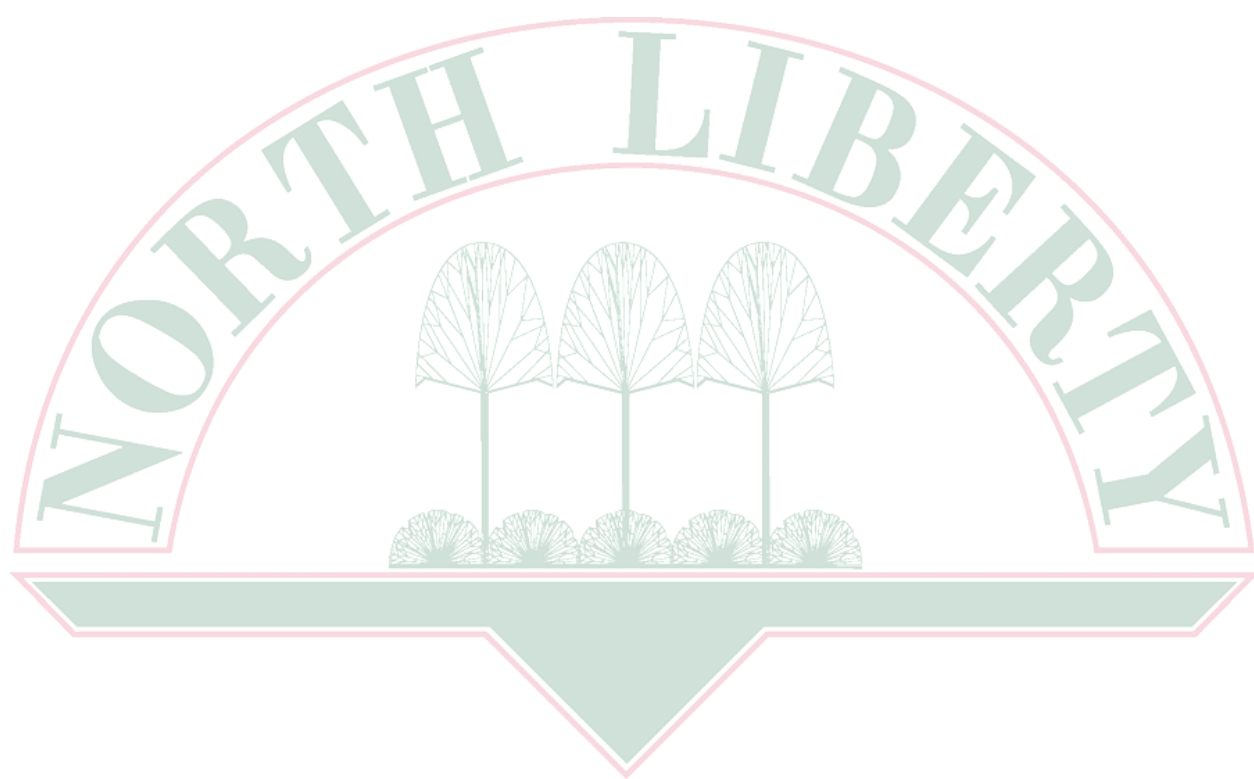
Parking

Tractor Exit

Google Earth

© 2018 Google

Additional Information



To: Mayor and City Council
From: Tom Palmer, Building Official
CC: City Administrator
Date: 7/3/2019
Re: Monthly Report

June Permit Report:

One-hundred permits were issued in June with estimated construction value of 1.75 million dollars. Permits included four new single family dwelling units with a total value of \$1 million dollars. Staff completed 406 inspections in the month of June.

Certificate of Occupancy:

Twenty-four certificates were issued for various projects including new dwelling units, commercial unit, rental units and several renovation projects.

Rental/Code Enforcement:

Nine rental permit applications were received in June. Thirty-nine rental inspections were completed along with twenty-four code enforcement complaints were handled in June.

Creekside South Lot 1:

Hodge Construction completed the three-story multiple family dwelling units located on Caleb Court. The project contains twenty-seven dwelling units with underground parking garage. Tenants started moving into the building on July 1st.



Department of Building Safety
319-626-5713
www.northlibertyiowa.org

June 2019 Monthly Permit Report

Code	Permit Purpose	Permits	Construction Value	Permit Fees	Bldgs.	Units	Notes
1	New Single Family Dwelling	4	\$1,030,857.00	\$10,999.68	4	4	
2	New Single Family Dwelling Attached	0	\$0.00	\$0.00	0	0	
3	New Townhouse	0	\$0.00	\$0.00	0	0	
4	New Multi-Family Housing	0	\$0.00	\$0.00	0	0	
5	New Commercial	0	\$0.00	\$0.00	0	0	
6	New Industrial	0	\$0.00	\$0.00	0	0	
7	School	0	\$0.00	\$0.00			
8	Residential Alteration	13	\$211,978.79	\$2,927.58			
9	Residential Addition	0	\$0.00	\$0.00			
10	Commercial Alteration	3	\$147,250.00	\$2,214.07			
11	Commercial Addition	0	\$0.00	\$0.00			
12	Industrial Alteration	0	\$0.00	\$0.00			
13	Industrial Addition	0	\$0.00	\$0.00			
14	Other	74	\$284,713.53	\$4,324.38			
15	Public project	1	\$80,000.00	\$1,161.25			North Bend
16	Manufactured Home	5	\$0.00	\$500.00	5	5	
	Totals	100	\$1,754,799.32	\$22,126.96	9	9	

SFD Attached are zero lot line units

Townhouse are 3 or more units with shared side walls and have a rear yard area



BUILDING INSPECTION DEPARTMENT
319-626-5713

Permit Summary Report Inspection Type															
Schedule Date01/01/2019 TO 06/30/2019															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row	Total	
1st SWPPP	1	0	8	6	13	4	0	0	0	0	0	0	32		
Above Suspended Ceiling	1	1	2	0	0	1	0	0	0	0	0	0	5		
Automatic Sprinkler System	2	6	2	2	2	3	0	0	0	0	0	0	17		
Automatic Sprinkler System - Above Ceiling	0	3	0	0	0	0	0	0	0	0	0	0	3		
Backflow Preventer	0	0	0	2	0	1	0	0	0	0	0	0	3		
Backflow Prevention	0	1	0	0	0	0	0	0	0	0	0	0	1		
Building Sewer	0	0	0	0	0	2	0	0	0	0	0	0	2		
Commercial Final	2	5	5	2	2	1	0	0	0	0	0	0	17		
Commercial Photovoltaic (PV) Solar System	0	0	0	1	0	0	0	0	0	0	0	0	1		
Commercial Rough-In	0	2	1	0	1	1	0	0	0	0	0	0	5		
Deck Porch Sunroom Footings	4	3	1	10	8	10	0	0	0	0	0	0	36		
Driveway & Approach	0	0	0	0	0	1	0	0	0	0	0	0	1		
Electrical rough-in	0	0	1	1	0	0	0	0	0	0	0	0	2		
Final	2	2	2	7	6	3	0	0	0	0	0	0	22		
Final (Alterations and additions)	3	8	18	8	8	7	0	0	0	0	0	0	52		
Fire Alarm Installation	6	2	8	2	16	3	0	0	0	0	0	0	37		
Fire Alarm Installation - Rough-In	0	1	0	0	0	0	0	0	0	0	0	0	1		
Fire Dept. Acceptance	3	5	6	3	3	6	0	0	0	0	0	0	26		
Footings/Slabs	0	1	6	15	13	9	0	0	0	0	0	0	44		
Foundation Dampproofing	0	0	2	9	6	8	0	0	0	0	0	0	25		
Foundation Wall	0	0	3	9	9	11	0	0	0	0	0	0	32		
Framing	1	0	2	0	1	1	0	0	0	0	0	0	5		
Gas service release	10	6	5	9	4	3	0	0	0	0	0	0	37		
Grading	0	0	0	12	9	11	0	0	0	0	0	0	32		
Inspection request	12	13	34	35	42	83	0	0	0	0	0	0	219		
Kitchen Hood Suppression System Installation	0	0	0	2	0	0	0	0	0	0	0	0	2		
Manufactured Home	0	1	0	1	5	7	0	0	0	0	0	0	14		
Meeting	3	1	4	0	0	3	0	0	0	0	0	0	11		
Notice of Termination CSR	0	1	1	10	9	14	0	0	0	0	0	0	35		
Other	1	1	2	4	5	4	0	0	0	0	0	0	17		
Permanent Electric Service Release	6	2	7	10	13	22	0	0	0	0	0	0	60		
Plumbing below slab	1	5	3	10	10	14	0	0	0	0	0	0	43		
Plumbing Rough-in	0	0	1	0	0	0	0	0	0	0	0	0	1		
Re-inspection	35	40	54	60	64	63	0	0	0	0	0	0	316		
Re-Inspection Fire Dept. Acceptance	0	0	1	0	0	0	0	0	0	0	0	0	1		
Rental	47	67	59	38	37	39	0	0	0	0	0	0	287		
Residential final (New Construction)	3	9	0	14	16	16	0	0	0	0	0	0	58		
Residential Photovoltaic (PV) Solar System	1	0	1	2	2	0	0	0	0	0	0	0	6		
Residential Rough-in (New Construction)	6	4	7	3	6	6	0	0	0	0	0	0	32		
Rough In (Alterations and additions)	3	0	5	4	5	3	0	0	0	0	0	0	20		
Rough-in	0	0	2	0	1	0	0	0	0	0	0	0	3		
Sanitary Sewers	0	1	0	0	0	0	0	0	0	0	0	0	1		
Sewer & Water Service	0	0	5	9	15	4	0	0	0	0	0	0	33		
Sidewalk Release	3	5	0	11	9	11	0	0	0	0	0	0	39		
Sidewalk Repair/Replace	0	0	0	0	10	0	0	0	0	0	0	0	10		
Sign location & footings	0	1	0	0	0	0	0	0	0	0	0	0	1		
Stormwater Quality-Grant Funding Inspection	0	0	0	0	1	2	0	0	0	0	0	0	3		
Subdivision acceptance checklist	0	0	0	1	0	0	0	0	0	0	0	0	1		
Sump Pump Discharge Line	0	1	7	10	7	5	0	0	0	0	0	0	30		
Temporary C.O. expires	0	0	0	0	0	1	0	0	0	0	0	0	1		
Temporary Electric Service	2	0	5	6	11	9	0	0	0	0	0	0	33		
Temporary LPG Heating	1	1	0	0	0	0	0	0	0	0	0	0	2		
Vehicle Exhaust Ventilation Equipment	0	1	1	0	0	1	0	0	0	0	0	0	3		
Water Heater	1	2	5	0	2	1	0	0	0	0	0	0	11		
Water Main and Appurtenance	0	0	0	2	0	1	0	0	0	0	0	0	3		
Water Meter Inspection	1	0	0	0	1	1	0	0	0	0	0	0	3		
Water Service	0	0	0	0	3	0	0	0	0	0	0	0	3		
Witness air pressure test and piping inspection	10	4	8	3	6	10	0	0	0	0	0	0	41		
Totals:	171	206	284	333	381	406	0	0	0	0	0	0	1781		

Print

**06/01/2019 - 06/30/2019 Certificate of Occupancy Monthly Report**

Applicant	Parcel Address	Permit Type	Date C.O. Issued
Woodruff Construction	745 Community Drive Suite H	Building	6/21/2019
Boyd Crosby Construction	955 Augusta Circle	Building	6/28/2019
Owen Ogden	117 Alydar Drive	Building	6/7/2019
Bushong Construction-Greg Long	760 Nathan Avenue Units 9 & 10	Building	6/3/2019
Watts Group-Duane Musser	1380 Franklin Street	Building	6/5/2019
Rob Phipps Building & Design Inc.	1530 Salm Drive	Building	6/14/2019
Duane Musser-Watts Group	1360 Franklin Street	Building	6/5/2019
NL Homes LLC	1240 Mary Lane	Building	6/24/2019
Todd & Debra Christian	995 Pheasant Lane	Building	6/11/2019
James McIntosh-McIntosh Pools	670 Fox Valley Drive	Building	6/3/2019

Hodge Construction-Josh Peterson	1227 Daisy Circle	Building	6/6/2019
Dylan Robson-Robson Homes	740 Pace Court	Building	6/20/2019
Dylan Robson-Robson Homes	715 Pace Court	Building	6/17/2019
Dylan Robson-Robson Homes	700 Pace Court	Building	6/20/2019
Scallon Custom Homes	965 Grouse Court	Building	6/13/2019
Z's Catering & BBQ Inc.	760 Nathan Avenue Unit 9	Building	6/3/2019
Ryan Abraham	1220 Exchange Street	Building	6/13/2019
Ryan Abraham	1265 Exchange Street	Building	6/13/2019
Dahnovan Builders LLC	1221 Ronald Way	Building	6/13/2019
Doug Lee Construction	1145 Leann Circle	Building	6/27/2019
Skogman Homes	1005 Grouse Court	Building	6/26/2019

Frank Lenane	1130 Ivy Lane	Building	6/26/2019
Frank Lenane	1100 Ivy Lane	Building	6/17/2019
Ryan Abraham	1650 Linden Lane	Building	6/27/2019

Total Records: 24

Code Enforcement Report

06/01/2019 - 06/30/2019

Case Date	Case #	Complaint
6/3/2019	3603	failure to mow
6/3/2019	3604	vehicle parked on the landscaped area of the property
6/5/2019	3605	not mowing
6/5/2019	3606	not mowing
6/5/2019	3607	bushes growing over sidewalk
6/6/2019	3608	not mowing
6/7/2019	3609	dying tree has become dangerous and needs to be cut down
6/7/2019	3610	past due annual backflow preventer test report
6/11/2019	3611	Renting property without a required permit
6/11/2019	3612	Renting property without a required permit
6/11/2019	3613	Renting property without a required permit
6/12/2019	3614	past due annual backflow preventer test report
6/12/2019	3615	past due annual backflow preventer test report
6/13/2019	3616	Hire a plumber and obtain a permit to install backflow preventer on the dog wash station
6/14/2019	3617	not mowing
6/14/2019	3618	not mowing
6/17/2019	3619	not mowing
6/18/2019	3620	No rental permit
6/18/2019	3621	play structure located within the front yard area
6/18/2019	3622	not mowing
6/21/2019	3623	No rental permit
6/24/2019	3624	No rental permit
6/24/2019	3625	water leak needs repaired
6/24/2019	3626	unsafe structure due to electrical safety hazards and structural hazards



06/01/2019 - 06/30/2019

New Business Report

Tenant Name	Parcel Address	Project Description
Bartin Showalter Insurance Agency	85 Sugar Creek Lane Suite 4	Office
4 Paws	7 Hawkeye Drive Unit 106	Grooming and Retail
Counterfeit Free Studios	580 N. Madison Avenue Unit 3	Retail

Total Records: 3



North Liberty Fire Department 2019 Monthly/YTD Response Report

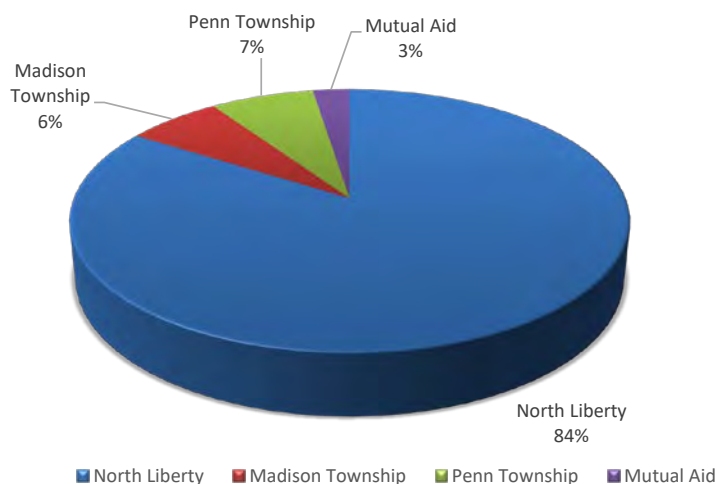
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	100	99	85	101	97	89							571	83.97%
Madison Township	8	6	6	9	11	4							44	6.47%
Penn Township	7	5	9	8	7	12							48	7.06%
Mutual Aid	3	3	3	5	2	1							17	2.50%
Total Responses	118	113	103	123	117	106							680	

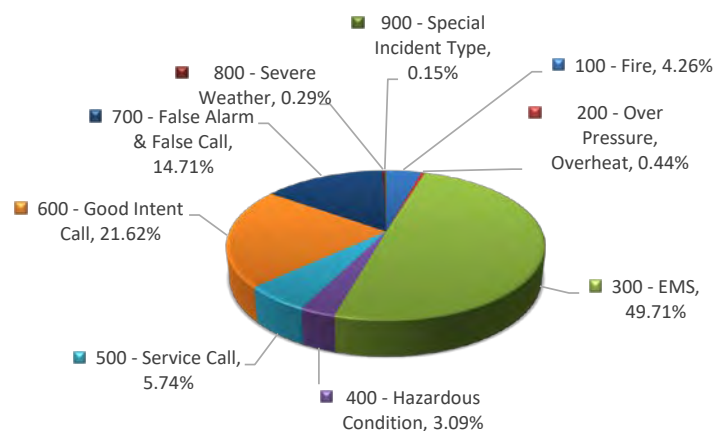
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	3	3	6	7	3	7							29	4.26%
200 - Over Pressure, Overheat		2		1									3	0.44%
300 - EMS	49	56	56	65	57	55							338	49.71%
400 - Hazardous Condition	10	1	3	2	2	3							21	3.09%
500 - Service Call	8	2	4	11	10	4							39	5.74%
600 - Good Intent Call	23	29	23	22	26	24							147	21.62%
700 - False Alarm & False Call	25	19	11	15	17	13							100	14.71%
800 - Severe Weather					2								2	0.29%
900 - Special Incident Type		1											1	0.15%
Total Responses	118	113	103	123	117	106							680	

2019 District Responses YTD
(Rounded Percentage)



2019 Type of Incidents YTD
(Percentage)

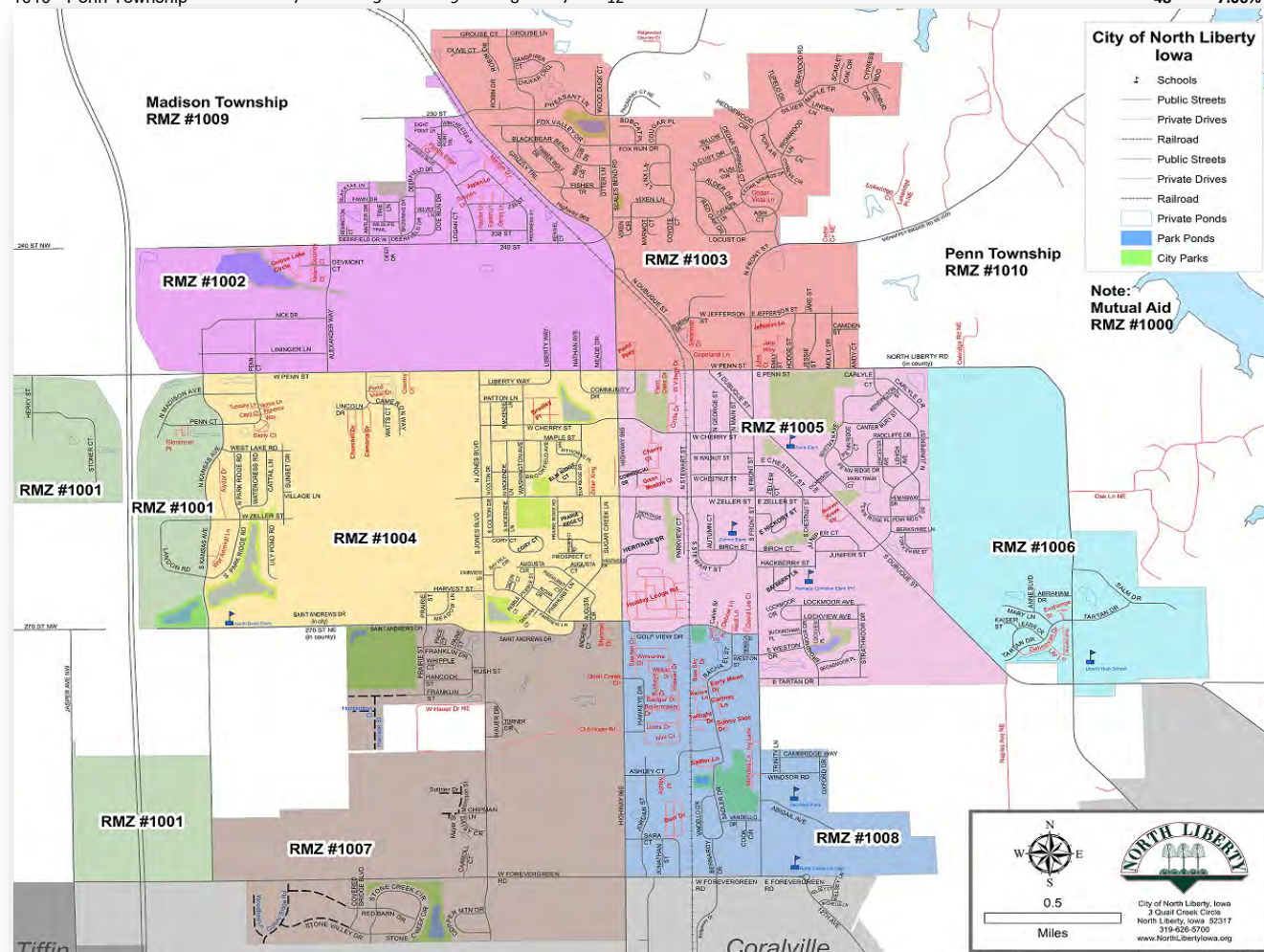




North Liberty Fire Department 2019 Monthly/YTD Response Report

North Liberty Fire Department Responses By Risk Management Zone

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
1000 - Mutual Aid	3	3	3	5	2	1							17	2.50%
1001 - City of North Liberty	6	5	3	3	3	1							21	3.09%
1002 - City of North Liberty	8	6	6	10	7	10							47	6.91%
1003 - City of North Liberty	22	15	19	18	20	17							111	16.32%
1004 - City of North Liberty	19	28	13	17	18	12							107	15.74%
1005 - City of North Liberty	23	20	21	27	25	25							141	20.74%
1006 - City of North Liberty	3		1	3	1								8	1.18%
1007 - City of North Liberty	5	12	12	5	6	6							46	6.76%
1008 - City of North Liberty	14	13	10	18	17	18							90	13.24%
1009 - Madison Township	8	6	6	9	11	4							44	6.47%
1010 - Penn Township	7	5	9	8	7	12							48	7.06%





North Liberty Fire Department

2019 Monthly/YTD Response Report

North Liberty Fire Department Response Statistics (All Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December		
Total Responses for Month	118	113	103	123	117	106	0	0	0	0	0	0		
Average Responders per Incident	4.6	4.2	4.6	4.1	4.7	4.9								
# Incidents with 2 or less Responders	13	23	14	23	19	25								
% Incidents with 2 or less Responders	11.0%	20.4%	13.6%	18.7%	16.2%	23.6%								
# Incidents with No NLFD Response	0	1	0	0	0	1							Year To Date	Percent To Date
# Incidents Cancelled Enroute or Prior to Arrival	21	26	16	19	21	16							119	17.50%
# Incidents Cancelled by JCAS	10	14	7	4	7	6							48	40.34%
# Incidents Cancelled by JECC	4	4	3	5	2	5							23	19.33%
# Incidents Cancelled by Law Enforcement	6	6	3	6	11	4							36	30.25%
# Incidents Cancelled by Fire Department	1	2	3	4	1	1							12	10.08%

North Liberty Fire Department Emergent Response Statistics (Lights & Sirens)

	January	February	March	April	May	June	July	August	September	October	November	December		
Total Emergent (Lights & Sirens) Responses for Month	49	67	64	69	62	51	0	0	0	0	0	0		
# Incidents with Turnout Time 2 Minutes or Less**	7	3	5	9	13	11								
% Incidents with Turnout Time 2 Minutes or Less**	14.3%	4.5%	7.8%	13.0%	21.0%	21.6%								
Average Turnout Time - Fire (Minutes)	6:15	9:53	7:38	6:18	5:03	6:14								
Average Turnout Time - EMS (Minutes)	5:39	5:51	4:39	4:19	3:45	5:25								

** (Turnout Time is defined as Dispatch Time to Unit Enroute Time)

North Liberty Fire Department Auto Aid & Mutual Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville	2	1	1	3		1							8	1.18%
Auto Aid - Iowa City			1		1								2	0.29%
Auto Aid - Solon	1	2	1	1	1								6	0.88%
Mutual Aid - Other Departments				1									1	0.15%
Total Responses	3	3	3	5	2	1	0	0	0	0	0	0	17	2.50%

North Liberty Fire Department Auto Aid & Mutual Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville		1	1	3	3	7							15	2.21%
Auto Aid - Iowa City													0	0.00%
Auto Aid - Solon	2	3		6	3	6							20	2.94%
Mutual Aid - Other Departments		2											2	0.29%
Total Responses	2	6	1	9	6	13	0	0	0	0	0	0	37	5.44%

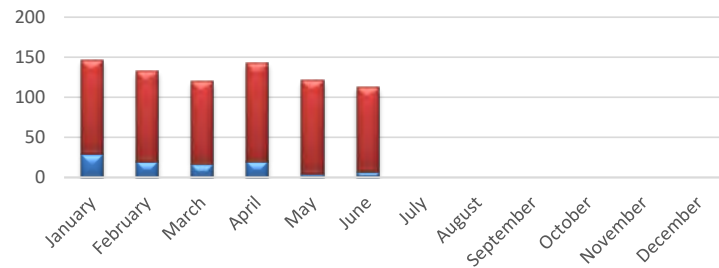


North Liberty Fire Department 2019 Monthly/YTD Response Report

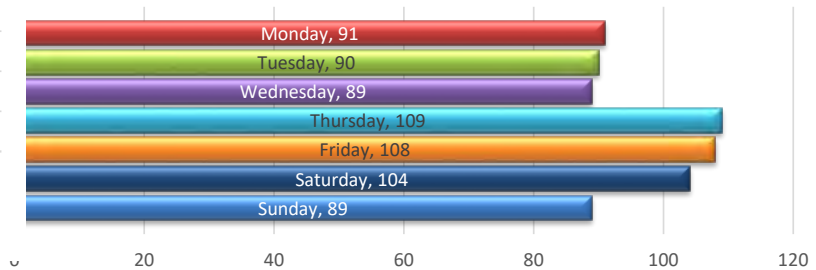
North Liberty Fire Department Overlapping Incidents

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Overlapping Incidents	29	20	17	20	4	7							97	14.26%
Total Responses	118	113	103	123	117	106							680	

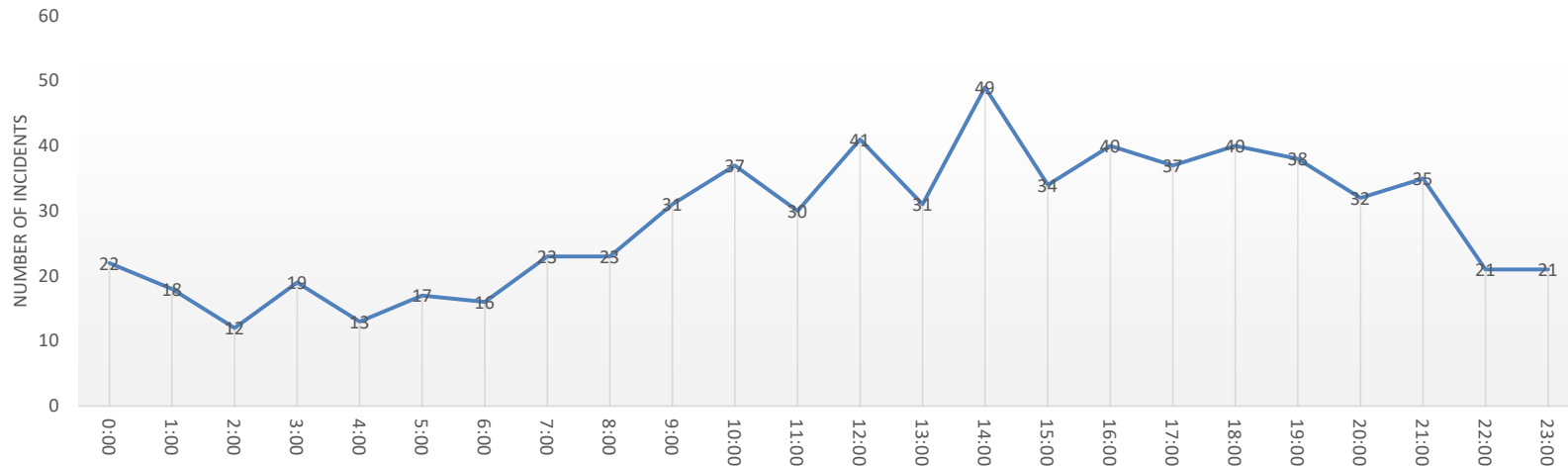
2019 Overlapping Incident
by Month



2019 Responses by
Day of Week



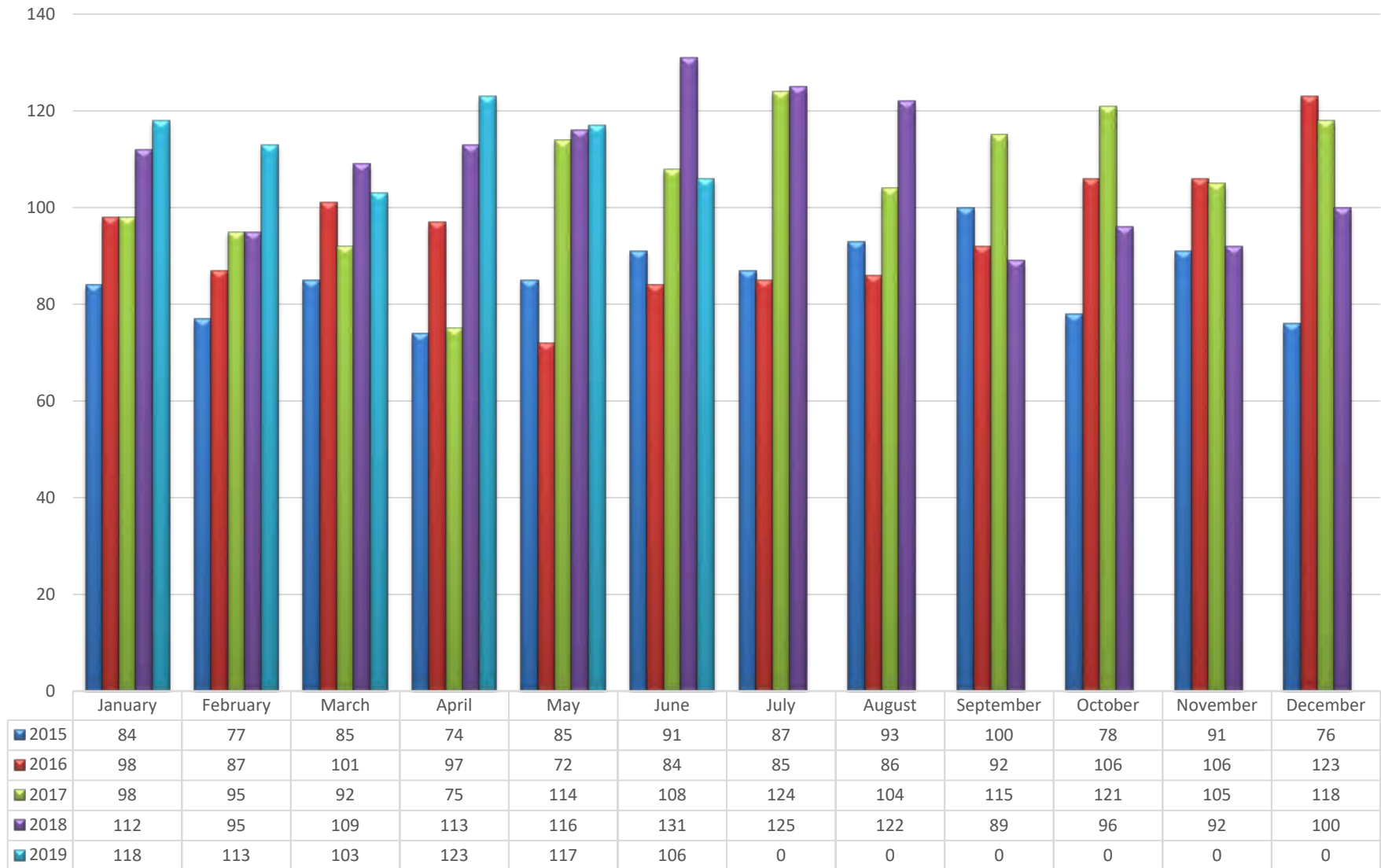
2019 Responses by
Hour of Day





North Liberty Fire Department 2019 Monthly/YTD Response Report

2015 - 2019 Monthly Incident Response Comparison





North Liberty Fire Department

2019 Monthly/YTD Response Report

Member Responses By Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Calls To Date	Percent To Date
Responses for Month	118	113	103	123	117	106							680	
Barney, Mallory	19	7	10	7	13	4							60	8.82%
Burleson, Lynn	11	9	10	25	20	19							94	13.82%
Chiles, Branden	7	4	5	12	11	5							44	6.47%
Coleman, Leah	2	0	0	0	0	0							2	0.29%
Coyle, Jim*	1	0	0	0	0	0							1	0.15%
Dickerson, Matt	0	0	0	0	2	8							10	1.47%
Dolezal, Dan	3	12	2	29	20	9							75	11.03%
DuBay, Rob	16	13	12	8	14	5							68	10.00%
English, Joseph	13	10	21	7	15	7							73	10.74%
Fosse, Sam	0	0	0	0	20	23							43	6.32%
Hardin, Bryan	22	21	11	22	10	8							94	13.82%
Hinrichs, Carley	0	0	0	0	16	30							46	6.76%
Jaeger, Jeff	32	26	33	31	22	39							183	26.91%
Johnston, Mike	9	8	3	9	4	5							38	5.59%
Keitel, Brad	2	1	8	5	3	3							22	3.24%
Kelchen, Jessica	13	9	2	7	5	1							37	5.44%
Kochanny, Chris	23	15	19	34	10	20							121	17.79%
Kramer, Adam	6	2	3	8	4	2							25	3.68%
Lee, Carissa	0	0	0	0	3	5							8	1.18%
Luehring, Zach	0	0	0	0	3	2							5	0.74%
Lundquist, Jonathan	31	19	12	15	13	9							99	14.56%
Marks, Isaac	27	15	9	20	16	8							95	13.97%
McDonald, James	12	26	12	11	12	6							79	11.62%
Messinger, Matt	11	15	19	9	22	19							95	13.97%
Miller, Jordan	16	11	24	27	20	22							120	17.65%
Moliterno, Brad	3	1	8	7	6	12							37	5.44%
Newkirk, Richard	7	0	14	4	12	9							46	6.76%
Parker, Tyler	0	0	0	0	11	15							26	3.82%
Pecora, Tyler	4	5	4	7	11	11							42	6.18%
Platz, Brian	38	37	39	52	31	26							223	32.79%
Reasner, Rich	7	6	7	10	8	5							43	6.32%
Rennekamp, Bryan	11	6	12	19	15	25							88	12.94%
Rhomberg, Peter	8	2	0	0	0	0							10	1.47%
Schellenberg, Phillip	10	12	14	13	11	12							72	10.59%
Schmooke, Bill	17	11	7	14	14	10							73	10.74%
Schoening, Austin	9	8	14	4	11	6							52	7.65%
Schultz, Christine	3	8	10	3	9	3							36	5.29%
Scott, Sam	10	10	3	5	7	4							39	5.74%
Smith, Landon	31	34	34	6	19	9							133	19.56%
Voparil, Craig	4	2	3	5	5	3							22	3.24%
Wherry, Dustin	0	0	0	0	45	38							83	12.21%
White, Austin	51	44	38	39	22	27							221	32.50%
White, Geoffery	17	21	19	14	13	30							114	16.76%
Wichmann, Megan	12	15	8	7	5	8							55	8.09%
Williams, Justin	6	1	5	0	3	2							17	2.50%

* Fire Dept. Chaplain



North Liberty Fire Department 2019 Monthly/YTD Response Report

Top 5 Calls Made by Members by Month

	Jan		Feb		Mar		Apr		May		Jun	
1	White, A	51	White, A	44	Platz	39	Platz	52	Wherry	45	Jaeger	39
2	Platz	38	Platz	37	White, A	38	White, A	39	Platz	31	Wherry	38
3	Jaeger	32	Smith	34	Smith	34	Kochanny	34	Jaeger Messinger White, A	22	Hinrichs White, G	30
4	Lundquist Smith	31	Jaeger McDonald	26	Jaeger	33	Jaeger	31	Burleson Dolezal Fosse Miller	20	White, A	27
5	Marks	27	Hardin White, G	21	Miller	24	Dolezal	29	Smith	19	Platz	26
	Jul		Aug		Sept		Oct		Nov		Dec	
1												
2												
3												
4												
5												

2019 - Top 5 Calls Made by Year-To-Date		
1	Platz	223 32.79%
2	White, A	221 32.50%
3	Jaeger	183 26.91%
4	Smith	133 19.56%
5	Kochanny	121 17.79%



TO: City Administrator and City Council
FROM: Jennie Garner, Library Director
DATE July 2, 2019
SUBJECT: Library Monthly Report

At a Glance

Computer Usage	4668
Database Use	6792
Meeting Room Use	766
Door Count	19579

Library News

As you can see from the statistics, the library is hopping this summer. Computer use for kids and adults has nearly doubled and our door count was up about 6400 visitors. The library is offering programs for kids almost daily and an array of family and adult programs each week. We've hosted music shows, magic shows, and some great STEAM programs in June.

This summer, staff is taking the summer reading program out of the building this year by offering the weekly programs at the North Liberty Lunch and Fun free lunch program. This is a great opportunity for us to reach kids and families who may not use the library regularly.

We recently welcomed a new library assistant to fill the vacancy of one of our wonderful long-term part-time staff who is moving out of state. Kellee Forkenbrock is a published author and a library board member at the Iowa City Public Library. We're excited to have her on board. Kellee's role as a library assistant II to act as a site supervisor on weekends and assist our collection development librarian with processing of material so we can get items out to our patrons quickly.

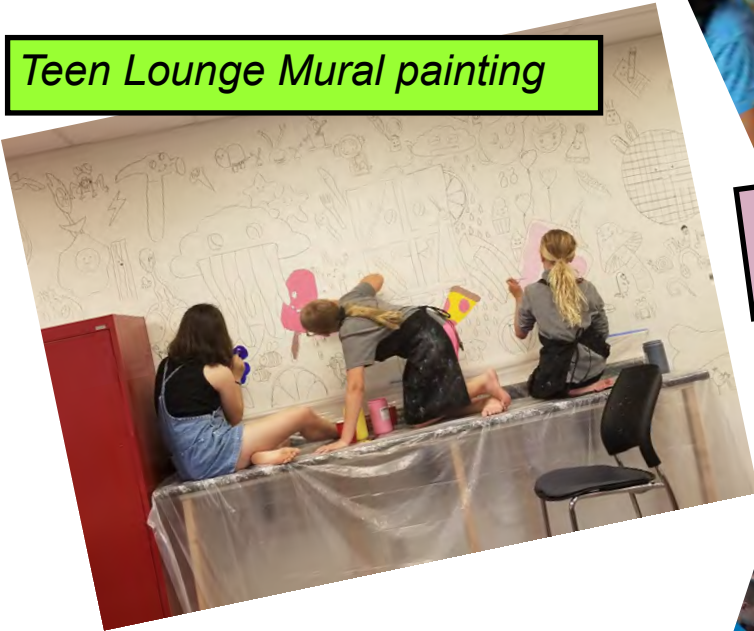
On June 29, I was honored to be invited to participate on a panel at Merge in Iowa City for an event with the Iowa Writer's House centering around the book *We the Interwoven Volume 2, stories of living between two worlds*, written by Iowa immigrants and bi-cultural residents across the state. The event featured a book launch and readings at Prairie Lights Bookstore in the morning followed by the community conversation to explore ideas, challenges, and hopes for the next chapter in the story of our towns, state and ultimately the United States. I highly recommend this powerful book and encourage each of you to begin your own conversations in your living rooms and beyond.

Some of our talented local youth artists have been working with Big Picture Gallery to design and paint a mural on the walls of the teen lounge. We are very excited to continue to offer public art in the community. More pictures to follow when they complete the project but please stop by if the opportunity presents to witness the progress.

June Program Highlights



Family kite-making with Granny Annie



Teen Lounge Mural painting



Concert performance with Macaroni Soup



Improv program at Summer Lunch & Fun



To: Mayor and City Council
Parks and Recreation Commission
City Administrator

From: Guy Goldsmith, Director of Parks, Building and Grounds

Date: July 2, 2019

Re: Monthly Report

We performed various building maintenance tasks as needed this month. We are making preparations to replace the storage building roof at Koser Park.

A great deal of time was spent mowing and trimming this past month. It continues to be a challenge due to the cooler temperatures and abundance of rain. We continue to mow approximately 275 acres weekly and the heavy weed growth has required additional time trimming.

The past few years has added many new landscaping responsibilities for the Parks Department. Landscape maintenance is tedious and time consuming work so we implemented a second landscaping crew to effectively maintain all of our landscaping areas. As time allows, we continue pruning & trimming trees as needed.

We continue to maintain ball fields and facilities this month. NLCBS, Babe Ruth League and Liberty High are nearing season end which will allow us to continue with improvements to all fields. We have added new infield surfacing and will be installing new shade structures over the spectator seating areas as time allows. Park Staff continues to maintain ball fields on weekends in support of weekend tournaments.

We continue to perform playground safety checks and replaced a defective slide at Penn Meadows Park.

We continue to attend progress meetings regarding the dog park, the new roundabouts and new trails projects that will be completed this summer and fall.

Shive Hattery has surveyed the dog park and are now nearing completion of the plans/specs that will be used to received bids for the concrete parking lot, sidewalks/trail and fencing. We hope to complete this work yet this fall which will allow Parks Staff to perform the final grading and seeding in preparation of a summer 2020 opening.

Planning and preparation continue for the July 12th & 13th Blues & BBQ celebration.



North Liberty Police Monthly Report June 2019

Training:

- Bomb squad, dive team, and SERT training was attended by members this month (48 hours)
- Chief attended the Big 10 Directors and Chief's conference in Iowa City. (16 hours)
- 2 members went to training for our police records management software in Cedar Rapids.
- Completed FTO program for new officer Ames Helzer. He is now on solo patrol.
- Recruit Minick is still at ILEA and will graduate in August.
- 2 members attended Honor Guard training with the area Metro team (16 hours)
- Officer Miller completed the 6 weeks Bomb Squad training in Alabama that was required by the Federal Government to be an official member of the Metro Bomb Team (240 hours)
- 2 firearms instructors completed recertification at ILEA (24 hours)
- A Sergeant attended the FBI Leadership Development training course at ILEA. (40 hours)
- Chief attended the Iowa Law Update and provided the documents and PowerPoint presentations for changes in the laws to staff for July 1st.

Traffic Contacts	413
Parking Contacts	27
Vehicle Inspections	25
Vehicle Unlocks	29
Crash Investigations	31
Public Assists	404
Assist Other Agency	129
Crimes Against Persons Report	13
Crimes Against Property Report	23
Other Reports	40
Arrests	48
Warrants	8
Alcohol/Narcotics Charges	21
Crimes Against Persons Charges	12
Crimes Against Property Charges	9
Other Charges	21
Animal Calls	62
Total Calls for Service	2339
*Total Calls for Service for the year	13719

Public Relations:

- Officer worked the Optimist and NL Rec Center Bike Rodeo and slow roll through town.
- We have a Solon HS Student participating in the Workforce Development internship with NLPD. This will be 60 hours of unpaid summer internship.
- An officer was on school grounds for the final day of school at CCA elementary school to remind kids of summer safety tips.
- Investigator completed one child safety seat inspection.
- Assisted the ICCSD and the CCA school districts on reviewing of their safety planning.
- Attended a policy decision making meeting concerning the law enforcement drop off and use of the future access center.

Equipment:

- We purchased two new headsets for officers that are on the tactical team.
- We are in the process of ordering three new computers for the office. They will be replacing machines that are 7 to 9 years old.

Enforcement:

- Officers spent time enforcing traffic and speeding complaints in the residential detour areas.
- We have had several requests from community members and contractors to place the speed trailer in areas of concerns.
- Investigator has been very busy working on reports of unrelated sexual assaults and following up with victims, witnesses and the suspects.

Department Admin:

- Ames Helzer completed his field training this month and is assigned to patrol.
- Worked with ICCSD on a COPS grant for a risk assessment model for their buildings, reviewed their operations plan for mitigating all kinds of risks.
- Our Honor guard member assisted with flag presentation for the Metro team at the Chief's Conference in Iowa City.
- One officer was gone on his two week AT military leave.
- Meeting with contractor for the PD construction. An old oil tank was found on the site and had to be removed. They also ran across a well and are deciding how to best proceed. They are putting the footings in for the building (in all areas except where the well is at). We are also seeing vertical steel beams at the site.
- Assisted in updating the animal code section. Also worked on several reviews and drafts of a new ordinance for permitting massage businesses.
- Updated the policy prohibiting the use of CBD and drafting a policy for training time, travel and reimbursements.
- Officer Campbell, Officer Sexton, and Sgt Seymour, received the Life Savings Award commendations for a successful CPR event which resulted in the patient recovering from a heart attack. The family and the City thanked the officers for their service, actions and timely response.
- Investigator Travis Clubb received the Law Enforcement trophy for his time and completing the Run CRANDIC marathon.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 7/2/2019

To: Mayor, City Council and City Administrator
From: Shelly Simpson, Recreation Director
Date: July 1, 2019

Monthly Report – June 2019

Recreation Update:

June continued to busy as we set up our new operations software – RecDesk. The transition has been pretty smooth. Remember to create your new account.

Special events held this month included the Free Fishing Weekend, Summer Kickoff Party, Great American Campout and thanks for local business who sponsored 228 “free” tickets to the CR Kernels Night.

Done Done Services has been waiting on all supplies to arrive to begin women’s locker room remodel project.

Pool Update:

Pool Staff is just as frustrated as the public and we are doing our best but as you very well know by now we are experiencing water clarity issues after about 3-4 hours of use in the outdoor pool. The deep end becomes cloudy and it is a safety concern that closes the pool. We have decided to replace the sand in all (3) outdoor pool filters to resolve situation. Update will follow.

Next summer session of swim lessons begins week of July 1.

Miscellaneous:

As you will see in attached reports, we have been very busy this month. Daily drop in payers using the pool was 8,464 and scanned number of members using the entire facility totaled 8,112.

Submitted by Shelly Simpson

Communications Department Report

Submitted to the North Liberty City Council

June 28, 2019, for the month of June 2019

Blues & BBQ

Preparations continue for the July 13 event. June means final preparations and ironing out details and adjusting to last-minute changes. We still have volunteer openings available for individuals and groups; signup at northlibertyblues.org/volunteer. Festival details are available at northlibertyblues.org as they're released.

Community Visioning

Our kickoff meeting with stakeholders was held on June 4 at 1 p.m. where we discussed North Liberty's 5-, 10- and 30-year timelines, sacred cows and other strengths and weaknesses of our community. Meanwhile, deNovo and Shive-Hattery are finalizing the public survey, which should be completed next week, and we're working to coordinate the public event to happen after Blues & BBQ.

Placemates

The pilot program, which matched groups of residents for about 14 concurrent potlucks throughout community, seems to have been successful. Feedback overall has been positive, with some places for improvements in the process. Post-event survey feedback is still coming in, and we'll assess it for future dates.

Event Partnerships

We're proud of the events we organize, but there's a lot of great stuff that we don't have time to organize, or that are better organized by another. In June, we supported events hosted by residents Lydia Fine, Erin Foster and Liz Pearson (North Liberty Citywide Garage Sales); FilmScene, The Englert and their joint campaign Strengthen • Grow • Evolve (North Liberty on the Lawn); Take a Kid Outdoors, parks and recreation departments and the Iowa Department of Natural Resources (Free Family Fishing); and the Refugee and Immigrant Association (Refugee and Immigrant Recognition Dinner). We're always excited to talk to folks who are working on community events in North Liberty to see what we can do to support them.

Recreation Marketing

We worked the seasonal activity guide, which came a month earlier to help promote the Recreation Department's new registration platform.

52317 Podcast

In June we published our 20th episode of the podcast. No big news, just marking the milestone. Our 21st episode, with Peggy Cullivan of Heyn's Ice Cream, is due out July 15.

Other items

Staff had interviews with KCCK, KZIA, KXIC, KCJJ, the Gazette and the Iowa City Press-Citizen about various city projects and updates.

We produced City Council meetings and submitted them to the Iowa City government channel.

Staff represented the city in meetings and events with the Iowa City Area Chamber of Commerce, and the joint FilmScene/Englert Strengthen Grow Evolve campaign.

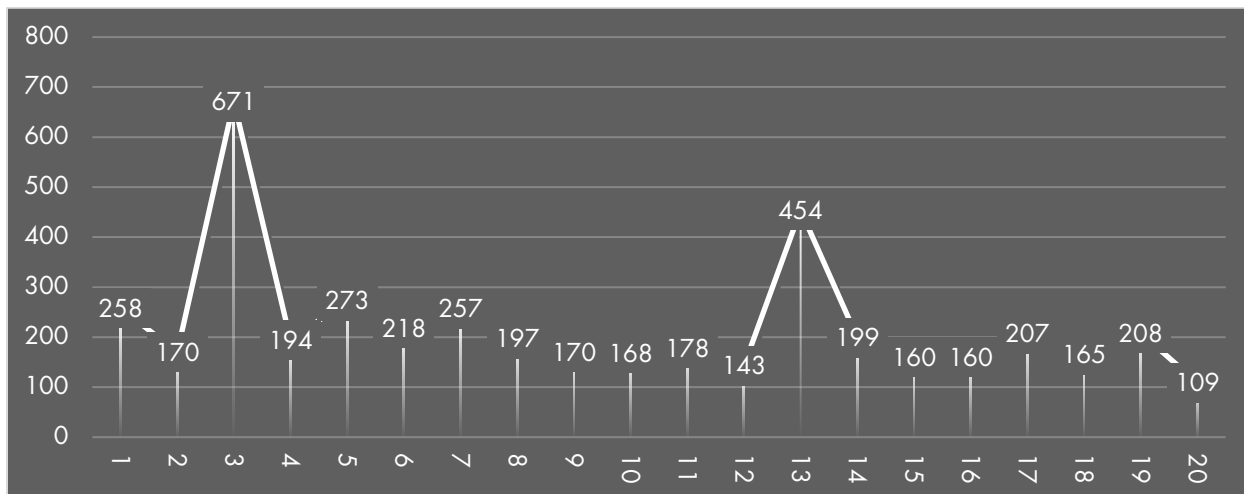
We sent news releases about staff awards, holiday hours, a delayed pool opening, council vacancy and appointment, new recreation registration platform and more.

Completed Videos

Title	Requested By	Date Completed	Duration
Communications Advisory Commission	City Administration	June 3	0:22
Social: Summer Reading Program Kickoff	Communications	June 4	0:02
Planning and Zoning Commission	City Administration	June 4	0:26
Promo: Great American Campout	Communications	June 6	0:02
Parks and Recreation Commission	City Administration	June 6	0:26
Social: Citywide Garage Sales are Back	Communications	June 6	0:01
Social: Free Family Fishing	Communications	June 8	0:02
Social: Bike Rodeo	Communications	June 8	0:02
Eye on North Liberty: City Attorney	Communications	June 11	0:15
(un)Official Minutes	Communications	June 11	0:01
Social: North Liberty on the Lawn	Communications	June 11	0:01
City Council	City Administration	June 11	1:10
Promo: Eye on North Liberty: City Attorney	Communications	June 12	0:01
Social: Strike Out Hunger	Communications	June 13	0:02
Library Board of Trustees	City Administration	June 17	0:26
(un)Official Minutes	Communications	June 25	0:01
City Council	City Administration	June 25	1:32
Total completed productions: 17	Duration of new video: 4.85 hours		

52317 Podcast

Release schedule is every three weeks; episodes can be found at northlibertyiowa.org/52317.

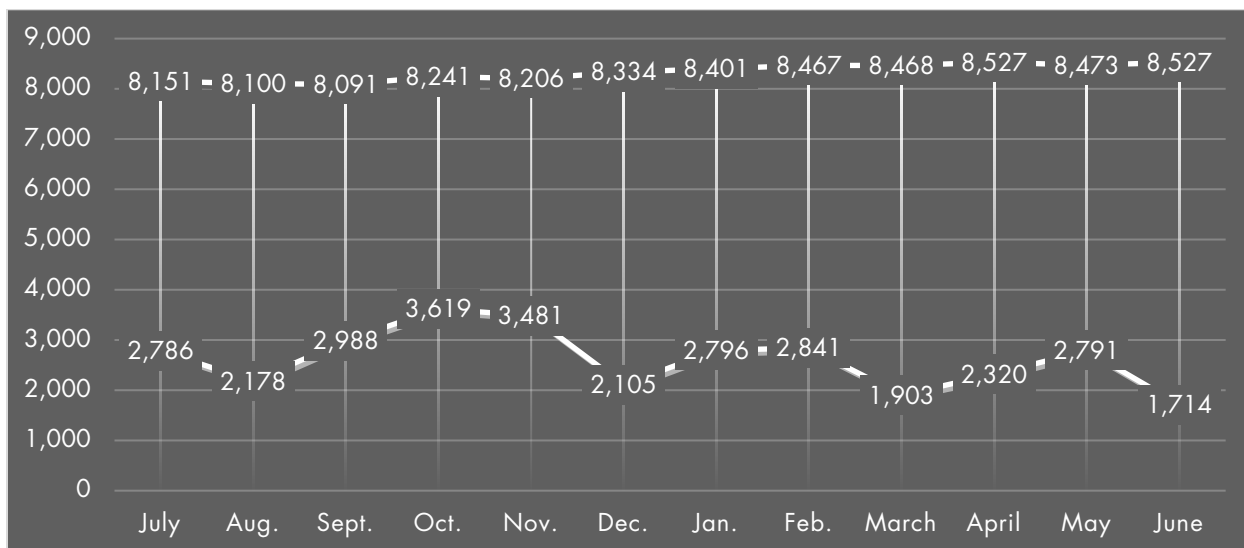


Downloads is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device since its publication. Numbers are as reported by service provider LibSyn as of the date of this report.

Episodes 1: Revisit; 2: Big Picture; 3: Mosley's; 4: Geek City; 5: Rusciano's; 6: AlphaGraphics; 7: Colony Pumpkin Patch; 8: South Slope; 9: Z's Catering; 10: Santa Claus; 11: Sugar Bottom Bikes; 12: Diventures; 13: NLXF; 14: Sugapeach; 15: Champaign Dance; 16: Black Diamond Limosine; 17: Moxie Solar ; 18: Flyover Productions; 19: Citywide Garage Sales; 20: North Liberty Aquatics

North Liberty Bulletin Email Newsletters

Release schedule is first Thursday of the month; subscribe at northlibertyiowa.org/subscribe.



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp.

Subject lines June: What about jetpacks?; May: No, you're a faceless bureaucracy; April: We're not big timing you; March: Does it spark joy?; Feb: I'm so done; Jan: It's not all babies and balloons; Dec: Thanks for being great; Nov: Stop shouting at me; Oct: Talking 🐶; Sept: What's up, dogs?; Aug: Storm drains and boulder and events, oh my! July: A cure for the North Liberty blues

Social Media

Month	Facebook new likes	Facebook reach	Twitter new follows	Twitter impressions	Instagram new follows	Nextdoor members
June 2019	97	36,203	27	31,500	23 (1691)	3,845
May 2019	51	24,463	28	39,500	71 (1668)	3,793
April 2019	81	30,549	16	47,400	94 (1597)	3,746
March 2019	44	29,403	35	37,600	36 (1503)	3,571
Feb 2019	138	47,462	26	42,500	34 (1503)	3,443
Jan 2019	139	51,797	35	59,800	56 (1469)	3,391
Dec 2018	65	40,942	31	36,700	47 (1413)	3,344
Nov 2018	105	24,841	25	131,000	30 (1366)	3,308
Oct 2018	108	29,171	42	48,200	44 (1336)	3,294
Sept 2018	51	22,594	34	42,200	38 (1292)	
Aug 2018	74	37,607	16	47,900	64 (1254)	
July 2018	66	37,754	38	38,900	41 (1190)	
June 2018	187	45,976	37	52,800	28 (1149)	

Facebook new likes is the net number of new users liking the city's Facebook page; it does not include new *followers*. **Facebook reach** is the number of unique users who saw any of the city's Facebook content, reported on a 28-day period. **Twitter new follows** is the net number of new users following the city on Twitter. **Twitter impressions** is the total number of times a tweet from the city was shown to a user. **Instagram new follows** is the net number of new users liking the city's Instagram account. **Nextdoor members** is the number of verified North Liberty residents who are users and able to receive our agency messages.

Website Statistics (Current month and preceding 12)

Month	Sessions	Users	Pageviews	Pages/Session	Avg. Session
May 2019	22,546	15,171	50,184	2.27	1:27
April 2019	21,682	9,835	50,265	2.32	1:34
March 2019	18,133	8,395	43,353	2.39	1:40
Feb 2019	19,034	13,083	45,011	2.36	1:36
Jan 2019	25,585	16,481	58,191	2.27	1:26
Dec 2018	18,985	13,284	44,524	2.35	1:26
Nov 2018	14,768	10,616	34,895	2.36	1:30
Oct 2018	17,086	11,993	39,449	2.31	1:31
Sept 2018	18,665	12,756	40,576	2.17	1:24
Aug 2018	20,367	14,238	47,348	2.31	1:37
July 2018	25,344	17,206	57,350	2.26	1:33
June 2018	28,979	18,652	69,385	2.39	1:41
May 2018	27,326	18,336	53,837	1.97	1:30

Sessions is the number of time-bound user interactions with the website. **Users** is the number of unique devices loading the site in that month. **Pageviews** is the total number of pages loaded or reloaded. **Pages/Session** is the number of pages loaded per session. **Avg. Session** is the average length, in minutes and seconds, of user interactions. All stats are monthly.



Water Pollution Control Plant



Iowa

TO: City Council, Mayor and City Administrator

FROM: Drew Lammers

DATE: July 1, 2019


SUBJECT: June 2019 Water Pollution Control Plant (WPCP) Report

1. All scheduled preventative maintenance at the plant and lift stations was completed. Staff also stayed very busy with numerous operational jobs throughout the month.
2. This month's staff safety meeting was on confined space entry. Employees completed the target solutions tasks as well as reviewed safety training topics and procedures as a group. Wastewater dept. performs several permit required entries per year. Staff does a great job planning and executing all safety precautions for each entry.
3. Membrane recovery cleans were performed on 2 of the 4 trains. This is usually only done twice per year but production performance data showed the need for these extra chemical cleans. Trending showed an increase in permeability and a decrease in system pressure which is the desired results of recovery cleans.
4. We also pulled all of the cassettes from train #4 (new 2016) for inspection purposes only. The new LEAP air diffuser system is adequately scouring the membranes with air and we did not find any issues with diffusers plugging. This was the 3rd month pulling these cassettes for the air diffuser inspections and I am confident that it is performing as designed.
5. All dry cake biosolids were removed from our storage building and hauled to local farm fields for fertilizer application. Contractors hauled a total of 958 Wet Tons which was the net result of dewatering 3,257,486 gallons of digested liquid biosolids. For comparison we used to haul 1.2 million gallons of liquid biosolids at a cost of approx. \$57,000 twice per year. The addition of the biosolids dewatering not only helps us manage larger amounts of digested solids but also at a lower hauling cost. The recent hauling event total cost was \$20,922.72.
6. Chase Damewood started working as a seasonal laborer. He has been helping us catch up on mowing, painting, cleaning, and landscaping around the plant and lift stations. He is a very reliable and hard-working employee. He will be employed with us until mid- August before he returns to college.

Drew Lammers
WPCP Superintendent

City of North Liberty
3 Quail Creek Circle
PO Box 77
North Liberty, IA 52317

Phone: 319-626-5738
Fax: 319-626-5739
northlibertyiowa.org



To: Mayor and City Council

From: Greg Metternich, Water Superintendent

Re: Monthly Report

July 3, 2019

We read 8,454 radio reads last month. We had to re-read approximately 12 accounts.

We had a very busy month with 282 finals, 82 water shut-offs, 74 re-connects for water service, 232 notices delivered, 47 new meter set inspections, 9-meter change outs, 7 MIU change outs, assisted 18 customers, and 74 calls for service. Our monthly total service work averaged 41 calls per day.

For the month of June, we treated a total of 37,770,000 gallons of water. Our average daily flow was 1,259,000 gallons, and our maximum daily flow was 1,515,000 gallons. The total amount of water used in the distribution system was 9.6% lower than last June.

We installed about 100 feet of 6-inch water main and a new hydrant on the storage property next to the shop, all of the required testing has been completed and the main was put into service.

Freeman Construction was installing three new fire hydrants along Forevergreen Road for the new school addition, while they were installing the last hydrant the 12-inch water main blew apart requiring us to shut down the main and issue a boil order, the only property that was effected with the shut down was the school property. Once the repair was made and the water main was put back into service it blew apart again in a different area, we found the main was under a bind I think with all of the flushing it finally broke. We had to hire Lynch's Plumbing to make the repairs.

With our hydrant cleaning equipment, we can have a hydrant cleaned and ready for paint in about 8 minutes. We have an employee clean around 15 hydrants first thing in the morning and then our seasonal employee goes through and puts a coat of primer on all 15 hydrants, when he's finished with the primer, he heads back to the first hydrant and starts painting. We have been able to re-paint over 220 hydrants in the last month.

We posted our new Laboratory Technician position and had 52 applications turned in. I'm in the process of setting up interviews and hope to have someone here in the next few weeks.

Water Superintendent,
Greg Metternich

To: Mayor and City Council

From: Michael Pentecost, Street Superintendent

Re: June 2019 Monthly Report

July 1, 2019

The following items took place in the month of **June** that involved the Streets Department.

- Locating of City Utilities (398 job tickets) ongoing
 - a. This is a 24.8% increase from June 2018
- Continued animal control services (14 responses to animal issues)
- Cemetery plot locates (0 in total)
- Projects
 - a. Forevergreen Rd (West of Covered Bridge Rd)
 - i. Work continues to the west and managed by IDOT
 - b. Forevergreen Rd (East of Covered Bridge Rd)
 - i. Storm and sanitary sewer work continue
 - c. Kansas Ave Project – Project is 100% complete
 - d. Penn St / Front St Corridor Improvement Project
 - i. 50% complete
 - ii. Revised detour/phasing plan in order to make up time. Weather dependent, plan should allow roadway and sidewalks open for 1st day of school
 - e. Main St Project
 - i. 84.5% complete
 - f. North Bend Drive Project – 100% complete and ready for detour traffic
 - g. Ranshaw Way/Cherry St sewer upgrade Project
 - i. Utility conflict determined. Working with utility companies and contractor to resolve issue
 - h. Trail Network improvements
 - i. Pre-construction meeting held with contractor
 - i. Southwest growth lift station at 50% design
 - j. St. Andrews Drive reconstruction at 25% design
- A large amount of time was spent working with contractors, utility companies, and property owners on projects this month
- North Liberty student going to University of Wisconsin for Civil Engineering did a job shadowed with me for a day to get real world experience from current projects underway.
- Staff training
 - a. Compost Operator Certification
 - b. Annual Water Conference
- ROW ditch areas mowing continues
- Repair of damaged concrete and asphalt areas on Dubuque St, Penn St, and 240th St using new joint sealing machine rented from local business
- Installing new traffic cameras and replacing backup power batteries at each traffic signal cabinet
- Staff conducted monthly safety inspections for all street equipment and buildings

- Paint removed and repainted all lines, symbols and words on Ranshaw Way from Zeller St south to Sara Ct. Remaining area will be completed with the Coralville project
- Street sweeping in areas that construction is heavy right now
- Sanitary sewer manhole brought to grade on Parkview Ct after discovered buried over 4 feet
- Sidewalk replacement in locations removed for city utility projects
- Traffic controls provided for the Big Grove Bike event

North Liberty Parks & Recreation Committee Meeting
Thursday, July 4, 2019
Proposal of Agenda
7:00PM

NO MEETING DUE TO HOLIDAY – MEET IN AUGUST

NEW BUSINESS:

1. Approve minutes: Approve June 6 meeting minutes.
2. Public Comments/Concerns: Guest introduction and concern.
3. Board Member Applications: (3) newest members: Ann Graziano, Derrick Parker & Marcia Ziemer
First meeting will be August 1st.
4. Building & Grounds Report: Parks Monthly Report
5. RecDesk Software: Public asked to set up new accounts online.
We also have computer stations set up in the main lobby; to ease process.
New system start: July 1, 2019
6. Outdoor Pool Issues: Water clarity remains a problem after heavy use for 3-4 hours.
Safety reasons; pool closes.
Plan to replace sand in all three filters to see if problem resolved
7. Upcoming Events:

Teen Pool Night	July 13
Scooter Road Rally	July 14
Outdoor Yoga	July 13, 27, Aug 10, 24
Starry Eyed Yoga	July 18, Aug 15, 29
Just Tri Youth Triathlon	July 28
Outdoor Pool Deck Movie	August 6
Bounce into School	August 16
8. Any new issues not on agenda?

OLD BUSINESS:

1. Recreation Monthly Report: Recreation Review from previous month.
2. Any old issues not on agenda?

CONCLUSION:

1. Next Meeting: Next month meeting is Thursday, August 1
7:00pm at City Council Chambers; 1 Quail Creek Circle

North Liberty Parks & Recreation Committee Meeting

Thursday, June 6, 2019

Board Members Present: Matthew Eckhardt, Jami Maxson, Amalia Gedney-Lose, Jerry Schimmel

Others Present: Shelly Simpson, Guy Goldsmith, Tim Hamer

Meeting called to order: 7:02 pm

NEW BUSINESS:

1. Approve minutes: Minutes from May 2 meeting approved.
2. Board Member Terms: Terms for Matt, Troy and Jami ending June 30. Mayor to appoint new board members June 11, to start at next meeting.
3. Building and Grounds Report: Repairs done at Ranshaw House. Much time spent mowing and trimming and on ballfield maintenance. Thanks to students at Heritage Christian School for their service work. Bids going out for fencing and concrete work at dog park.
4. Summer Programs: Programs in progress. Outdoor pool opened May 31.
5. Rec Desk Software: Public asked to set up new accounts online, transition to RecDesk July 1. Computer stations in main lobby to ease process.
6. Upcoming Events:

Free Fishing Weekend	June 8
Outdoor Yoga	June 8 & 22
Swim lessons first session	June 10
Placemates	June 20
Starry Eyed Yoga	June 20
Great American Backyard Campout	June 22
POUND the Pool Deck	June 29
CR Kernals game	June 29
7. New Issues not on agenda: Centennial Park - tot lot as next phase, Guy is gathering info on options, will bring to board.

OLD BUSINESS:

1. Recreation Monthly Report: May start of summer programing and preparing for programs starting after school is out for summer.

CONCLUSION:

1. Next Meeting Would be July 4, multiple conflicts, may need to wait until August, Shelly will update.
2. Adjourned at 7:23 pm

Minutes submitted by Jami Maxson

**To: Park & Recreation Commission Board Members
Mayor, City Council and City Administrator**
From: Shelly Simpson, Recreation Director
Date: June 30, 2019
Re: Monthly Report – June 2019

Program Summaries – June

Swim Lessons:

Adult Lessons: On occasion we offer swim lessons for adults.
 Free Lesson 9am: 7 participants
 9:40am: 29 participants
 Parent Tot: 38 participants this session
 Tadpoles: 39 participants this session
 Level 1: 65 participants this session
 Level 2: 73 participants this session
 Level 3: 47 participants this session
 Level 4: 37 participants this session
 Level 5: 30 participants this session
 Level 6: 18 participants this session
 Private Lessons: M-F 13 participants this session
 T: 34 participants this session
 TH: 35 participants this session
 Totaling; 465 swim lesson participants

Pool Programs:

Early Bird Aqua Aerobics: 6 participants, plus drop-ins.
 Easy Does It: Class resumes in Fall
 Water Resistance AM: 5 participant, plus drop-ins.
 Aqua Boot Camp: 1 participant, plus drop-ins.
 Arthritis Foundation Aqua: 26 participants, plus drop-ins.
 Noodle Triathlon Workout: Drop-ins only.
 Aqua Zumba AM: Drop-ins only.
 “ “ PM: 2 participants, plus drop ins.
 Aqua Aerobics, Toning: Drop-ins only.
 Blended Lifeguard Class: no participants
 First Aid CPR/AED: 8 participants
 Outdoor Yoga: Drop ins only.
 Starry Eyed Yoga: Drop-ins only.
 Pound the Pool Deck: Drop-ins only.
 Rec Swim Team T: 17 participants
 TH: 14 participants

Preschool:

Kids Campsite: This month; 612 participants
 Lucky Duck: This month \$ 43.00 collected
 Kinder Club - Resumes in the Fall
 Pee Wee Soccer: AM 12 participants
 PM 33 participants
 Tippi Toes: Baby Ballet 7 participants this session.
 Ballet Tap Jazz: 10 participants this session.
 Hip Hop Jazz: 2 participants this session
 Toddler & Me: 5 participants this session

Princess Camp: 4 participants this session.
Dance Camp: 3 participants this session.
Tippi Pro: canceled due to lack of enrollment.

Youth Programs:

Summer Camp: Averages 70 kids per week
Knight Riders: Averages 12 kids per week
Sylvan Classes Rocking Robotics 4 participants
Engineer Super Structures 5 participants

Youth Sports:

Youth Tennis Lessons Ages 5-6 8 participants this session
Ages 7-8 9 participants this session
Ages 9-10 6 participants this session
Ages 11-12 12 participants this session
Totaling 35 participants
Tae Kwon Do M/TH: canceled by instructor, no enrollment
Tae Kwon Do T/W: 4 participants
Jr High Disc Golf: Canceled due to lack of enrollment.

Adult Sports/Programs:

Women's Doubles Tennis 8 participants
Co-ed Volleyball League: Resumes in Fall
Men's Basketball: Resumes in Fall

Adult Fitness:

BKP: 1 participant, plus drop-ins.
Cardio Pump: 4 participants, plus drop-ins.
Kickboxing: Drop-ins only.
Boot Camp: Drop-ins only.
Body Blast: Drop-ins only.
Body Sculpt: Drop-ins only.
Pop Pilates AM: 5 participants, plus drop-ins.
Pop Pilates PM: 2 participants, plus drop-ins.
Hatha/Vinyasa Yoga 1: 3 participants, plus drop-ins.
Hatha/Vinyasa Yoga 2: Drop-ins only.
Pound: Canceled by instructor, moving out of State
Pound/Zumba Fuse: Canceled by instructor, moving out of State
Strong by Zumba: Canceled by instructor, no enrollment.

Senior Citizens:

Senior Dining: June 7 – 28; June 14 – 15; June 21 – 25; June 28 – 17; Total for month: 85 participants

Special Events:

Roller Skate Club: 2 participants
Summer Free Lunch & Fun Continues to have strong attendance.
Free Fishing Weekend: Continues to be a good community event.
Summer Kickoff Pool Party: Was a new, fun event to kick off the pool season
Great American Campout: 15 participants participated in this new event.
CR Kernels: We had 228 giveaway tickets; thanks to our local businesses.

ActiveNet Totals: Gross Income = \$ 95988.14

See additional attached reports:

ActiveNet Monthly Revenue

Rec & Pool Revenue Monthly Summary

Daily Drop-ins Count

Memberships Issued

Memberships Scanned

Recreation, Pool and Community Center Expenditures

Net Revenue Report By Account Name

Jun 5, 2019

10:26 AM

GL Account: Aquatic Programs/ Classes, Baseball/ Softball, Before/After School, Classes/Programs, Conf. Center Rental, Daily Pool Fees, Donations/ Misc., Field Rental, Gerdin CC Rental, Gym Rentals, League Fees, Membership, Park/ Special Event Fees, Pool Concessions, Pool Passes, Pool Programs, Pool Rentals, Rec. Rentals, Swim Lessons, Weight Fees
 Transaction Date/Time: From May 1, 2019 through May 31, 2019
 Revenue Site: North Liberty Recreation Department

Account Name	Account #									Other Information			
		Regular Sales +	POS Sales +	Total Deposits -	Total Discount =	Total Income	Total Refs/ Credits/ - Paid-Outs -	Total Expense =	Net Revenue	Unpaid Amounts	Paid Amounts	Deferred Revenue	POS QTY
Aquatic Programs/ Classes	010-4-1-4575	\$3,999.50	\$1,316.00	\$0.00	\$0.00	\$5,315.50	(\$605.00)	\$0.00	\$4,710.50	\$0.00	\$4,710.50	\$0.00	380
Before/After School	010-4-1-4566	\$16,655.00	\$0.00	\$0.00	(\$540.00)	\$16,115.00	(\$2,335.00)	\$0.00	\$13,780.00	\$0.00	\$13,780.00	\$0.00	
Classes/Programs	010-4-1-4564	\$3,974.00	\$2,843.00	\$0.00	\$13.32	\$6,830.32	(\$373.94)	\$0.00	\$6,456.38	\$0.00	\$6,456.38	\$0.00	584
Daily Pool Fees	010-4-1-4573	\$0.00	\$5,089.00	\$0.00	\$0.00	\$5,089.00	\$0.00	\$0.00	\$5,089.00	\$0.00	\$5,089.00	\$0.00	1461
Donations/ Misc.	010-4-2-4705	\$0.00	\$65.00	\$0.00	\$0.00	\$65.00	\$0.00	\$0.00	\$65.00	\$0.00	\$65.00	\$0.00	2
League Fees	010-4-1-4565	\$540.00	\$0.00	\$0.00	\$0.00	\$540.00	\$0.00	\$0.00	\$540.00	\$0.00	\$540.00	\$0.00	
Membership	010-4-1-4572/010-4-1-4563	\$0.00	\$24.00	\$0.00	\$0.00	\$24.00	\$0.00	\$0.00	\$24.00	\$0.00	\$24.00	\$0.00	12
Pool Concessions	010-4-1-4576	\$0.00	\$180.50	\$0.00	\$0.00	\$180.50	\$0.00	\$0.00	\$180.50	\$0.00	\$180.50	\$0.00	146
Pool Passes	010-4-1-4572	\$9,940.50	\$0.00	\$0.00	\$0.00	\$9,940.50	(\$669.00)	\$0.00	\$9,271.50	\$0.00	\$9,271.50	\$0.00	
Rec. Rentals	010-4-1-4589	\$0.00	\$7.50	\$0.00	\$0.00	\$7.50	\$0.00	\$0.00	\$7.50	\$0.00	\$7.50	\$0.00	15
Swim Lessons	010-4-1-4574	\$2,705.00	\$0.00	\$0.00	\$0.00	\$2,705.00	(\$1,260.00)	\$0.00	\$1,445.00	\$0.00	\$1,445.00	\$0.00	
Weight Fees	010-4-1-4563	\$7,579.50	\$1,789.00	\$0.00	\$0.00	\$9,368.50	(\$30.00)	\$0.00	\$9,338.50	\$0.00	\$9,338.50	\$0.00	457
Grand Total:		\$45,393.50	\$11,314.00	\$0.00	(\$526.68)	\$56,180.82	(\$5,272.94)	\$0.00	\$50,907.88	\$0.00	\$50,907.88	\$0.00	3057

* Linked account credits

RS II

Pool Revenue Summary; June 1-30, 2019

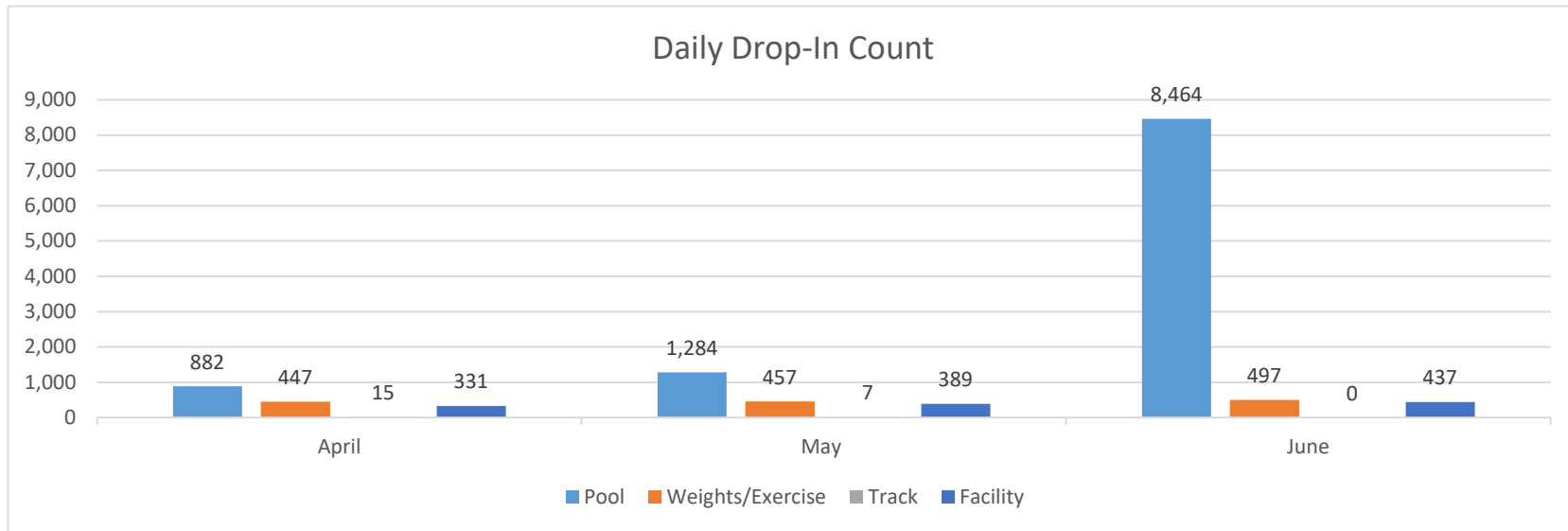
Date	Pool Passes	Daily Fees	Swim Lessons	Aqua Prgms	Concessions	Rentals	Misc/Don	Totals
Sat., June 1	\$ 1,253.00	\$ 573.00	\$ 60.00	\$ 87.00	\$ 380.25	\$ -	\$ (26.25)	\$ 2,327.00
Sun., June 2	\$ 4,204.15	\$ 769.00	\$ 30.00	\$ 205.00	\$ 642.75	\$ -	\$ 10.75	\$ 5,861.65
Mon., June 3	\$ 2,601.00	\$ 336.00	\$ (50.00)	\$ 295.50	\$ 152.25	\$ -	\$ 2.25	\$ 3,337.00
Tues., June 4	\$ 1,437.50	\$ 378.00	\$ 52.00	\$ 241.50	\$ 125.75	\$ -	\$ (2.20)	\$ 2,232.55
Wed., June 5	\$ 1,964.00	\$ 817.00	\$ 219.00	\$ 412.00	\$ 264.25	\$ -	\$ 4.25	\$ 3,680.50
Thurs., June 6	\$ 1,344.00	\$ 743.00	\$ 30.00	\$ 189.00	\$ 241.75	\$ -	\$ 2.25	\$ 2,550.00
Fri., June 7	\$ 2,683.65	\$ 1,118.00	\$ 65.00	\$ 85.00	\$ 383.25	\$ -	\$ -	\$ 4,334.90
Sat., June 8	\$ 3,123.00	\$ 2,902.00	\$ 117.00	\$ 34.00	\$ 1,163.25	\$ -	\$ 2.15	\$ 7,341.40
Sun., June 9	\$ 3,704.00	\$ 2,253.00	\$ (21.00)	\$ 280.75	\$ 992.25	\$ 380.00	\$ 3.00	\$ 7,592.00
Mon., June 10	\$ 2,699.75	\$ 1,436.00	\$ 309.00	\$ 240.00	\$ 767.25	\$ -	\$ (3.50)	\$ 5,448.50
Tues., June 11	\$ 1,314.00	\$ 1,278.00	\$ 542.00	\$ 68.00	\$ 1,055.25	\$ -	\$ (148.75)	\$ 4,108.50
Wed., June 12	\$ 504.00	\$ 209.00	\$ (60.00)	\$ 160.00	\$ -	\$ -	\$ -	\$ 813.00
Thurs., June 13	\$ 795.79	\$ 727.00	\$ 217.00	\$ 71.00	\$ 610.25	\$ -	\$ 1.75	\$ 2,422.79
Fri., June 14	\$ 1,127.00	\$ 790.00	\$ -	\$ 122.00	\$ 424.25	\$ -	\$ (7.75)	\$ 2,455.50
Sat., June 15	\$ 103.50	\$ 510.00	\$ -	\$ 267.00	\$ 155.50	\$ -	\$ -	\$ 1,036.00
Sun., June 16	\$ 55.00	\$ 396.00	\$ 1.25	\$ 222.00	\$ -	\$ 190.00	\$ -	\$ 864.25
Mon., June 17	\$ 565.00	\$ 816.00	\$ (53.00)	\$ 179.00	\$ 521.75	\$ -	\$ 6.50	\$ 2,035.25
Tues., June 18	\$ 1,011.00	\$ 1,140.00	\$ 60.00	\$ 231.00	\$ 771.75	\$ 190.00	\$ 5.15	\$ 3,408.90
Wed., June 19	\$ 425.15	\$ 377.00	\$ 65.00	\$ 108.00	\$ 217.75	\$ (175.00)	\$ (1.25)	\$ 1,016.65
Thurs., June 20	\$ 900.00	\$ 1,428.00	\$ 90.00	\$ 222.00	\$ 749.25	\$ 215.00	\$ (4.25)	\$ 3,600.00
Fri., June 21	\$ 150.00	\$ 318.00	\$ 5.00	\$ 243.50	\$ 89.00	\$ -	\$ 3.50	\$ 809.00
Sat., June 22	\$ 224.65	\$ 506.00	\$ -	\$ 66.00	\$ 104.00	\$ 190.00	\$ (7.25)	\$ 1,083.40
Sun., June 23	\$ 308.00	\$ 704.00	\$ (52.00)	\$ 80.00	\$ -	\$ -	\$ 331.15	\$ 1,371.15
Mon., June 24	\$ 171.00	\$ 568.00	\$ (10.00)	\$ 118.00	\$ 257.50	\$ -	\$ 0.65	\$ 1,105.15
Tues., June 25	\$ 237.00	\$ 1,531.00	\$ (110.00)	\$ 192.00	\$ 910.75	\$ -	\$ (11.25)	\$ 2,749.50
Wed., June 26	\$ 214.00	\$ 1,468.00	\$ 120.00	\$ 325.00	\$ 747.50	\$ -	\$ 6.00	\$ 2,880.50
Thurs., June 27	\$ 172.00	\$ 1,978.00	\$ 23.37	\$ 88.00	\$ 737.25	\$ -	\$ 24.40	\$ 3,023.02
Fri., June 28	\$ -	\$ 549.00	\$ 72.50	\$ 244.00	\$ 314.25	\$ -	\$ 0.75	\$ 1,180.50
Sat., June 29	\$ -	\$ 2,214.00	\$ 35.00	\$ 89.00	\$ 832.00	\$ -	\$ 1.75	\$ 3,171.75
Sun., June 30	\$ 268.00	\$ 2,563.00	\$ (30.00)	\$ 210.00	\$ 1,000.25	\$ 190.00	\$ 7.25	\$ 4,208.50
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 33,559.14	\$ 31,395.00	\$ 1,727.12	\$ 5,375.25	\$ 14,611.25	\$ 1,180.00	\$ 201.05	\$ 88,048.81

Recreation Revenue Summary; June 1-30, 2019

Date	Class/Prgms	Weight Fees	BASP	League Fees	Rentals	Park Fees	GCC Fees	BB / SB	Misc/Don	Totals
Sat., June 1	\$ 45.00	\$ 177.00	\$ 140.00	\$ 40.00	\$ 11.00	\$ -	\$ -	\$ -	\$ -	\$ 413.00
Sun., June 2	\$ 88.00	\$ 218.00	\$ -	\$ -	\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ 306.50
Mon., June 3	\$ 440.50	\$ 518.00	\$ (780.00)	\$ -	\$ 30.50	\$ 30.00	\$ -	\$ -	\$ -	\$ 239.00
Tues., June 4	\$ 485.43	\$ 771.50	\$ -	\$ 40.00	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ 1,297.93
Wed., June 5	\$ 552.00	\$ 168.00	\$ -	\$ -	\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ 720.50
Thurs., June 6	\$ 338.50	\$ 494.00	\$ (210.00)	\$ -	\$ 41.00	\$ 62.50	\$ -	\$ -	\$ -	\$ 726.00
Fri., June 7	\$ 244.00	\$ 385.00	\$ (2,240.00)	\$ -	\$ 1.00	\$ 15.00	\$ -	\$ -	\$ -	\$ (1,595.00)
Sat., June 8	\$ 63.50	\$ 100.00	\$ -	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ -	\$ 166.50
Sun., June 9	\$ 40.00	\$ 58.00	\$ -	\$ -	\$ 101.00	\$ -	\$ -	\$ -	\$ -	\$ 199.00
Mon., June 10	\$ 107.50	\$ 324.00	\$ (380.00)	\$ -	\$ 21.50	\$ 10.00	\$ -	\$ -	\$ 16.00	\$ 99.00
Tues., June 11	\$ 52.50	\$ 237.00	\$ -	\$ 40.00	\$ 361.00	\$ -	\$ -	\$ -	\$ -	\$ 690.50
Wed., June 12	\$ 11.50	\$ 359.00	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 970.50
Thurs., June 13	\$ 71.00	\$ 488.00	\$ (1,190.00)	\$ -	\$ 191.50	\$ -	\$ -	\$ -	\$ -	\$ (439.50)
Fri., June 14	\$ 240.00	\$ 86.00	\$ -	\$ 50.00	\$ 167.50	\$ -	\$ -	\$ -	\$ -	\$ 543.50
Sat., June 15	\$ 110.50	\$ 161.50	\$ 280.00	\$ 40.00	\$ 161.00	\$ -	\$ -	\$ -	\$ -	\$ 753.00
Sun., June 16	\$ 188.50	\$ 325.00	\$ -	\$ 40.00	\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ 554.00
Mon., June 17	\$ 148.00	\$ 539.00	\$ 210.00	\$ 120.00	\$ 1,253.50	\$ -	\$ -	\$ 2,601.50	\$ -	\$ 4,872.00
Tues., June 18	\$ 318.50	\$ 519.00	\$ -	\$ 40.00	\$ 106.50	\$ 10.00	\$ -	\$ -	\$ 40.00	\$ 1,034.00
Wed., June 19	\$ 141.50	\$ 280.50	\$ 420.00	\$ -	\$ 266.50	\$ -	\$ -	\$ -	\$ -	\$ 1,108.50
Thurs., June 20	\$ 253.25	\$ 602.00	\$ (70.00)	\$ 50.00	\$ 31.50	\$ 25.00	\$ -	\$ 289.45	\$ -	\$ 1,181.20
Fri., June 21	\$ 214.00	\$ 172.00	\$ 350.00	\$ 12.50	\$ 110.50	\$ 106.25	\$ -	\$ -	\$ -	\$ 965.25
Sat., June 22	\$ 69.00	\$ 98.00	\$ -	\$ -	\$ 0.50	\$ 10.00	\$ -	\$ -	\$ -	\$ 177.50
Sun., June 23	\$ 159.00	\$ 512.00	\$ -	\$ 40.00	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ 831.00
Mon., June 24	\$ 122.50	\$ 810.00	\$ 140.00	\$ -	\$ 161.00	\$ 10.00	\$ -	\$ -	\$ -	\$ 1,243.50
Tues., June 25	\$ 119.50	\$ 100.00	\$ -	\$ (40.00)	\$ (50.25)	\$ 318.75	\$ -	\$ 270.00	\$ 76.00	\$ 794.00
Wed., June 26	\$ 196.50	\$ 54.00	\$ -	\$ 50.00	\$ 1.50	\$ -	\$ -	\$ 1,503.75	\$ -	\$ 1,805.75
Thurs., June 27	\$ 351.00	\$ 117.00	\$ 520.00	\$ 50.00	\$ 22.50	\$ 210.00	\$ -	\$ 2,187.00	\$ -	\$ 3,457.50
Fri., June 28	\$ 170.00	\$ 47.00	\$ 350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 567.00
Sat., June 29	\$ 192.00	\$ 24.00	\$ -	\$ -	\$ 1.50	\$ -	\$ -	\$ -	\$ -	\$ 217.50
Sun., June 30	\$ 205.00	\$ 15.00	\$ -	\$ -	\$ 2.50	\$ -	\$ -	\$ -	\$ -	\$ 222.50
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 5,738.18	\$ 8,759.50	\$ (2,460.00)	\$ 572.50	\$ 3,720.25	\$ 807.50	\$ -	\$ 6,851.70	\$ 132.00	\$ 24,121.63

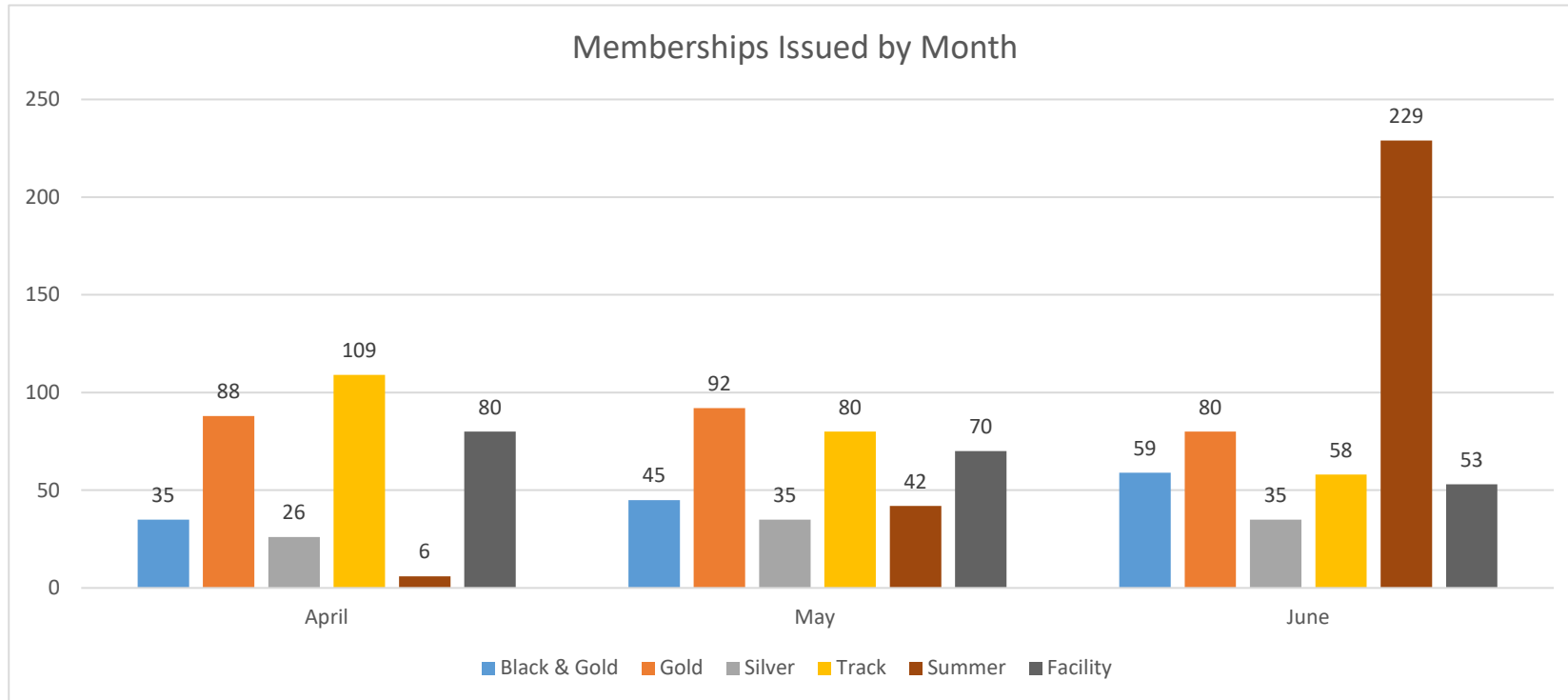
Daily Drop-in Count by Month

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Pool	8,776	6,545	1,452	962	626	922	1,045	923	1,247	882	1,284	8,464
Weights/Exercise	902	853	625	412	490	646	809	718	706	447	457	497
Track	0	0	0	8	31	26	30	55	27	15	7	0
Open Gym Activities	359	376	368	0	0	0	0	0	0	0	0	0
Facility	0	0	0	276	524	765	872	534	558	331	389	437
Total	10,037	7,774	2,445	1,658	1,671	2,359	2,756	2,230	2,538	1,675	2,137	9,398



Memberships by Package: Count Issued

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Black & Gold	43	49	27	52	27	43	60	41	42	35	45	59
Gold	82	83	90	116	110	117	134	115	111	88	92	80
Silver	126	45	50	21	26	19	30	36	19	26	35	35
Track	72	63	127	126	240	215	305	202	226	109	80	58
Basketball	4	4	2	0	0	0	0	0	0	0	0	0
Pickleball	20	22	13	0	0	0	0	0	0	0	0	0
Volleyball	0	0	0	0	0	0	0	0	0	0	0	0
Summer	1	0	0	0	0	0	0	1	1	6	42	229
Facility	0	0	0	259	161	158	149	91	116	80	70	53
Total	348	266	309	574	564	552	678	486	515	344	364	514



Membership Usage by Month: Scanned entries

	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept
Black & Gold	445	500	504	665	622	680	485	492	754			
Gold	2,119	2,342	2,704	3,016	2,561	2,926	2,511	2,068	2,036			
Silver	833	849	741	809	779	835	761	626	840			
Track	2,105	3,130	3,350	2,345	2,539	2,412	2,230	1,060	880			
Summer	0	0	0	0	0	1	1	56	2,629			
Facility	0	1,469	1,791	2,026	1,454	1,676	1,429	1,252	973			
Total	5,502	8,290	9,090	8,861	7,955	8,530	7,417	5,554	8,112			

