

# North Liberty City Council Regular Session June 23, 2020



# **City Administrator Memo**



## **MEMORANDUM**

To Mayor and City Council

From Ryan Heiar, City Administrator

Date **June 18, 2020** 

Re City Council Agenda – June 23, 2020

### **Meeting Note**

Tuesday's meeting will be held virtually via Zoom.us and live streamed at <u>Watch Meetings Live</u> as well as available on the City's Facebook Page. Councilors, staff and other meeting participants will log into the meeting in order to conduct business while the public will be able to watch the debate and decisions being made.

### Consent Agenda

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

- City Council Minutes (06/09/20)
- Claims
- May Revenues
- May Treasurer's Report
- Liquor Licenses
  - o Sushiya (renewal)
  - o Red's Alehouse (updated)
- Annual Tobacco Permits
- Change Order #5, Police Department Project, Tricon Construction Group, \$15,103.48
- Pay Application #3, St. Andrews Drive Project, Metro Pavers Inc., \$373,966.67

## Vintage Estates Zoning Change Request, First Reading

Harvest Investments, LLC. is requesting a zoning map amendment to allow for just over 8.5 acres - west of Jones Boulevard and north of the Harvest Estates 1 subdivision - to be developed with 30 single-family dwellings, a private recreation building and related infrastructure. The development is proposed to be age restrictive and cooperatively owned, of which the applicant has developed several throughout lowa. The PAD is being requested to allow the flexibility of having multiple single-family residences on one lot, which is not permitted in the RS and RM Districts alone. The Planning Commission unanimously recommended approval of the request at its May 5, 2020 meeting. The

#### Meetings & Events

Tuesday, Jun 23 at 6:30p.m. City Council

Friday, Jul 3 Independence Day Holiday – City Offices Closed

Monday, Jul 6 at 6:00p.m. Communications Advisory Board

Tuesday, Jul 7 at 6:30p.m. Planning Commission

Tuesday, Jul 14 at 6:30p.m. City Council adjacent land owner to the south and west has formally objected to the request based on storm water concerns. While the latest plan incorporates changes verbally agreed to by the applicant and adjacent land owner to address the concerns, the objection has not been formally withdrawn. Unless the objection is withdrawn before or at the meeting, which staff anticipates, a supermajority vote of the City Council would be required for approval.

Additional information about the proposed development, including site plan details, can be found in the packet.

### Zoning Ordinance Updates, Third and Final Reading

This is a staff initiated amendment to the Zoning Ordinance, which addresses unenforceable regulations regarding the definition of family, redundant language and updates the sign regulations to formally allow commercial window signs.

#### 2020A Bond Sale

Staff has been working with the City's financial advisor and bond counsel to prepare for selling bonds to cover the costs of projects that have been or will be completed in the near future. The chart below identifies the projects and amounts. The bond sale is scheduled for Tuesday morning, June 23. Tionna Pooler with Independent Public

Advisors will be on Tuesday's Zoom meeting to provide an overview of the sale and make a recommendation regarding the bids. Assuming the sale goes well, closing is scheduled for early to mid – July.

2020A Bond Sale - Summ	ary of Projects	
Project	Amount	Type
Ranshaw Way, Phase 2	\$750,000	GO/TIF Bond
Ranshaw Way, Phase 3 & 4	\$2,797,000	GO/TIF Bond
Penn/Front Corridor Improvements	\$1,000,000	GO/TIF Bond
Sub Total	\$4,547,000	
Trails	\$623,000	GO Bond
Dog Park	\$215,000	GO Bond
Penn/Front Corridor Improvements	\$1,000,000	GO Bond
Wastewater Collections Improvements^	\$813,000	GO Bond
Police Station	\$2,750,000	GO Bond
Sub Total	\$5,401,000	
Total	\$9,948,000	
^To be repair with wastewater funds		

### Water Rate Increase Ordinance, Second Reading

The water utility financial model, which includes the most recent water revenue projections, can be found in the packet. As previously mentioned, actual revenues are very close to what was budgeted. Expenses are currently on track to come is as

budgeted or slightly lower. Staff is recommending a 3% water rate increase to ensure that the City remains compliant with the debt service ratio defined in the loan agreements. The model shows that with a 3% rate increase, the city will have a debt service ratio of approximately 1.32 and will stay above the required 1.20 ratio. In addition, the proposed increase will sustain a moderate fund balance reserve, which is also a priority. For reference, the packet also includes the wastewater and storm water models. Rate increases are not proposed in either of these enterprise funds at this time.

### FY21 Salary Resolution

A resolution authorizing salaries for fiscal year 2021, as discussed during the budget process and guided by the compensation program, is on the agenda. This year's cost of living increase is 3.00%, while the step increase for employees who are eligible is 2.45%. Police officer salaries are also included in the resolution and reflect what was approved in the collective bargaining agreement, which includes a 3.00% cost of living increase, plus a step increase for eligible officers. The salaries in the resolution will go in effect on July 1, 2020.

### Mowing Assessment Resolution

At the request of the Cedar Springs homeowner's association, staff contacted the owners of two vacant lots within the subdivision to make them aware of the City's grass requirements. The owners were and continue to be unresponsive so staff ordered the work to be completed. Staff recommends approval of the assessment resolution so that the fees for services rendered can be collected.

### **CDBG Grant Agreement**

Assistant City Administrator Mulcahey has secured a second round of Community Development Block Grant funds, this time specifically for the Summer Lunch and Fun program. The CDBG grant will provide \$14,400 in food for this summer's program. Staff recommends approval of the agreement with CDBG.

### Various Ordinance Updates, First Reading

City Attorney Lientz has been working with staff to revise and update unconstitutional, outdated and/or otherwise unenforceable ordinances. Included on the agenda are six ordinance updates pertaining to rental permits, minimum low openings, backflow prevention, toy guns, disorderly conduct and nuisances. For a detailed description of the proposed changes, redlined versions of the ordinances as well as a memo from City Attorney Lientz are included in the packet. Staff recommends approval of each of the proposed ordinances.



# **Agenda**

# North Liberty Nowa

### **AGENDA**



City Council June 23, 2020 Regular Session 6:30 p.m.

NOTICE: Due to the COVID-19 pandemic, public health and safety concerns require City of North Liberty public meetings to be held electronically, so as to limit the spread of the virus. The public is invited to submit questions and comments in advance of the meeting for consideration submitting them to the City Clerk Tracey Mulcahey via email at <a href="mailto:tmulcahey@northlibertyjowa.org">tmulcahey@northlibertyjowa.org</a>.

This meeting may be accessed live by the public on the internet at northlibertyiowa.org/live, on Facebook at facebook.com/northliberty or on YouTube at <a href="www.youtube.com/channel/UCrCw6ipAPjJnd-olpRgPJcg">www.youtube.com/channel/UCrCw6ipAPjJnd-olpRgPJcg</a>. You can also attend by phone; call 1 (312) 626 6799 with a touch-tone phone and to enter the meeting ID 889 0392 0020 and six-digit meeting password 292133. Meetings are rebroadcast on cable and available on-demand on northlibertyiowa.org.

- 1. Call to order
- 2. Roll call
- 3. Approval of the Agenda
- 4. Consent Agenda
  - A. City Council Minutes, Regular Session, June 9 2020
  - B. Claims
  - C. May Revenues
  - D. May Treasurers Report
  - E. Liquor License Renewal, Sushiya
  - F. Liquor License Update, Red's Alehouse, expanded outdoor service
  - G. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for J & A Tap
  - H. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for LD Express
  - I. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Liberty View Wine & Spirit
  - J. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for The Station II LLC

- K. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Urban Fuel LLC
- L. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's General Store #2788, 595 N. Kansas Avenue
- M. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's General Store #2479, 625 W. Zeller Street
- N. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for The Depot North Liberty LLC
- O. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Fareway Stores, Inc. #993
- P. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Smokin' Joe's Tobacco & Liquor Outlet #12
- Q. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Walgreens #11710
- R. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Johncy's Liquor Store
- S. FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Kum & Go #507
- T. Police Department Construction, Change Order Number 5, Tricon General Construction, Inc., \$15,103.48
- U. St. Andrews Drive Project, Pay application Number 3, Metro Pavers, Inc., \$373,966.67
- 5. City Engineer Report
- 6. City Administrator Report
- 7. Mayor Report
- 8. Vintage Estates
  - A. Public Hearing regarding proposed PAD for Vintage Estates
  - B. Planning Commission and Staff recommendations
  - C. First consideration of Ordinance Number 2020-02, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located at 175 South Jones Boulevard located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-4 PAD Single-Unit Residence Planned Area Development
- 9. Zoning Ordinance Updates
  - A. Third consideration and adoption of Ordinance Number 2020-03, An Ordinance amending Chapter 167 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code Definitions" by amending Section 167.01, entitled

"Definitions" by Deleting the definitions "Congregate Residence", "Family" And "Sign" and by amending the definition "Dwelling Unit" and Amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Sign Regulations" by amending Section 173.02, entitled "Definitions" by amending the definition "Sign" and adding the definition "Sign, Window" and by amending Section 173.05, entitled "Exempt Signs" by amending Subsection 12 pertaining to window informational signs

#### 10. 2020A Bond Sale

A. Resolution Number 2020-53, A Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2020A, and providing for the levy of taxes to pay the same

#### 11. Water Rate Update

A. Second consideration of Ordinance Number 2020-04, 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

#### 12. FY 20-21 Wages

A. Resolution Number 2020-54, A Resolution authorizing salaries and hourly wages for City Employees for the Fiscal Year of July 1, 2020 through June 30, 2021

#### 13. Mowing Assessment

A. Resolution Number 2020-55, A Resolution assessing delinquent amounts owed to the City of North Liberty, lowa to individual property taxes

#### 14. CDBG Grant Agreement - Summer Lunch & Fun

- A. Resolution Number 2020-56, A Resolution approving the Community Development Block Grant Agreement between the City of North Liberty and the Iowa Economic Development Authority that establishes the terms and conditions under which grant funds will be used for the Summer Lunch & Fun Program in the City of North Liberty, Iowa
- 15. Chapter 180 Ordinance regarding Minimum Low Openings on Plat Requirement
  - A. Public Hearing regarding proposed ordinance amendment

- B. First consideration of Ordinance Number 2020-05, An Ordinance amending the Minimum Low Opening Requirements of the North Liberty Code of Ordinances
- 16. Chapter 146.05 Ordinance regarding Rental Permit Guest
  - A. Public Hearing regarding proposed ordinance amendment
  - B. First consideration of Ordinance Number 2020-06, An Ordinance amending the Rental Permit Requirements of the North Liberty code of Ordinances
- 17. Chapter 90.23 Ordinance regarding Backflow customer responsibility
  - A. Public Hearing regarding proposed ordinance amendment
  - B. First consideration of Ordinance Number 2020-07, An Ordinance clarifying customer and contractor responsibilities for backflow prevention device inspection and reporting
- 18. Chapter 50.07 Ordinance regarding Nuisance Ordinance Scriveners error
  - A. Public Hearing regarding proposed ordinance amendment
  - B. First consideration of Ordinance Number 2020-08, An Ordinance correcting a scrivener's error in Chapter 50 of the North Liberty Code of Ordinances
- 19. Chapter 41.07 Ordinance regarding Toy Guns
  - A. Public Hearing regarding proposed ordinance amendment
  - B. First consideration of Ordinance Number 2020-09, An Ordinance amending Chapter 41 of the North Liberty Code of Ordinances
- 20. Chapter 40.03 Ordinance regarding Disorderly Conduct
  - A. Public Hearing regarding proposed ordinance amendment
  - B. First consideration of Ordinance Number 2020-10, An Ordinance amending Chapter 40.03 of the North Liberty Code of Ordinances
- 21. Old Business
- 22. New Business
- 23. Adjournment



# **Consent Agenda**

### **MINUTES**



**City Council** 

June 9, 2020 Regular Session 6:30 p.m.

NOTICE: Due to the COVID-19 pandemic, public health and safety concerns require City of North Liberty public meetings to be held electronically, so as to limit the spread of the virus.

#### Call to order

Mayor Terry Donahue called the June 9, 2020 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Annie Pollock, Brent Smith and Brian Wayson.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Kevin Trom, Derek Blackman and Jason Hall.

#### Approval of the Agenda

Harrington moved, Pollock seconded to approve the agenda. The vote was all ayes. Agenda approved.

#### **Consent Agenda**

Hoffman moved, Smith seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on May 26, 2020; the attached list of Claims; the Liquor License Renewal for Kum & Go; Police Department Construction Project, Pay Application Number 11, Tricon General Construction, \$72,717.99; Penn and Front Construction Project, Change Order Number7, All American Concrete, Inc., (\$2,951.38); Penn and Front Construction Project, Pay Application Number 8, All American Concrete, Inc., \$30,455.42; and the Penn and Front Construction Project, Final Acceptance. The vote was all ayes. Consent agenda approved.

#### **City Engineer Report**

City Engineer Kevin Trom reported that the contractor for the St. Andrews Drive Project reports being two weeks behind. The contractor for the Community Center HVAC system reports that they are on schedule. The Ranshaw Way, Phase 5 staff review meeting was held last week. The next milestone is the 50% submittal in late July.

#### **City Administrator Report**

City Administrator Ryan Heiar provided an update on the City's COVID-19 response. City Hall will be reopened to the public on Monday, June 15. Lap swimming will be available next week by appointment. The playgrounds are open to be used at one's own risk. Ballfields opened this week for practice, and will open for games next week. NLCBS is not starting until next week. Staff is discussing the reopening of the outdoor pool, Recreation Center and Library. Heiar and Mulcahey

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were on a call with Moody's today for an updated bond rating for the upcoming sale. Heiar reminded Council about the review of the Official Statement.

#### **Mayor Report**

Mayor Terry Donahue read two public comments into the record from Kelly Smith, 365 Lockview Avenue, and Jessica Baker, 1955 Silver Maple Trail.

#### Moxie Solar

Jason Hall, Moxie Solar, presented information on a plan for development along Cherry Street. Council discussed the proposal with Hall and staff. The consensus was to move forward with the discussions.

#### **Board/Commission Appointments**

Pollock moved, Wayson seconded to approve the Mayoral Board and Commission appointments as follows: Planning Commission: Rebecca Keogh - Barry A'Hearn - Jessica Marks; Parks & Recreation Commission: Richard Grugin - Shannon Greene - Craig Sundell Tree/Storm Water Board: Kevin McGrane; Library Board: Jessica Beck; and Communications Commission: Mike Nicholls. The vote was all ayes. Appointments approved.

#### **Zoning Ordinance Updates**

Hoffman moved, Harrington seconded to approve the second consideration of Ordinance Number 2020-03, An Ordinance amending Chapter 167 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Definitions" by amending Section 167.01, entitled "Definitions" by Deleting the definitions "Congregate Residence", "Family" And "Sign" and by amending the definition "Dwelling Unit" and Amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Sign Regulations" by amending Section 173.02, entitled "Definitions" by amending the definition "Sign" and adding the definition "Sign, Window" and by amending Section 173.05, entitled "Exempt Signs" by amending Subsection 12 pertaining to window informational signs. The vote was: ayes – Harrington, Wayson, Smith, Pollock, Hoffman; nays – none. Motion carried.

#### 2020A Bond Sale

At 7:11 p.m., Mayor Donahue opened the Public Hearing on proposal to enter into a General Purpose Loan Agreement. No oral or written comments were received. The public hearing was closed.

Pollock moved, Smith seconded to approve Resolution Number 2020-50, A Resolution taking additional action on General Purpose Loan Agreement, setting date for the sale of General Obligation Corporate Purpose Bonds, Series 2020A. The vote was: ayes – Wayson, Pollock, Smith, Hoffman, Harrington; nays – none. Motion carried.

#### CDBG - Emergency Childcare Program

At 7:12 p.m., Mayor Donahue opened the public hearing regarding the City's awarded CDBG Project for the Emergency Childcare Program. Mulcahey presented the following:

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- 1. Need for the CDBG project. During the COVID-19 pandemic daycares and child care facilities were closing and/or limiting childcare opportunities.
- 2. Description of the CDBG funded project & activities. The Emergency Childcare Program offered 8 weeks of free childcare to essential workers.
- 3. The amount of CDBG funds for the project. \$12,000 was received in the grant.
- 4. Estimated amount of CDBG assistance that will benefit low- and moderate-income persons. It is hard to estimate with no income survey. The City estimates possibly 30%.
- 5. The location of project activities. North Liberty Community Center.
- 6. Any relocation that will have to take place as a result of the CDBG project. Not applicable.
- 7. City/ County contact information for residents to contact with concerns or complaints regarding the project. Tracey Mulcahey, City Clerk.
- 8. Community Development and Housing Needs of low to moderate persons in the city/ county and any planned or potential activities to address these needs. A request for input from the Council and community was made. Any responses received will be incorporated into these minutes.
- 9. Other Community Development and Housing needs and any planned or potential activities to address these needs. A request for input from the Council and community was made. Any responses received will be incorporated into these minutes.

  The public hearing was closed.

Hoffman moved, Smith seconded to approve Resolution Number 2020-51, A Resolution approving the policies required by the Community Development Block Grant Program for the Emergency Childcare Program. The vote was: ayes – Pollock, Wayson, Smith, Harrington, Hoffman; nays – none. Motion carried.

#### **Water Rate Update**

At 7:17 p.m., Mayor Donahue opened the public hearing regarding proposed water rate increase. No oral or written comments were received. The public hearing was closed.

Hoffman moved, Wayson seconded to approve the first consideration of Ordinance Number 2020-04, 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 – Hoffman, Smith, Pollock, Wayson, Harrington; nays – none. Motion carried.

#### Dahnovan Estates Storm Water Management Facility Maintenance Agreement

Harrington moved, Pollock seconded to approve Resolution Number 2020-52, A Resolution approving the amendment of the Storm Water Management Facility Maintenance Agreement and Easement for Dahnovan Estates. After discussion, the vote was: ayes – Smith, Harrington, Hoffman, Wayson, Pollock; nays – none. Motion carried.

#### **Old Business**

No old business was presented.

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#### **New Business**

Mayor Donahue reported that the June 23 Council meeting might be the last Zoom meeting. Meeting in Council Chambers will be possible in July. Councilor Smith thanked Councilor Harrington for hosting the Unity Event last week. Councilor Harrington thanked everyone for their support and for listening to the community.

#### **Adjournment**

Mayor Donahue adjourned the meeting at 7:28 p.m.

CITY	OF N	ORTH	LIBER	TY

Terry L. Donahue, Mayor	
	Attest:
	Tracey Mulcahey, City Clerk

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	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	572,645.55	11,583,533.80
011-FIRE EQUIPMENT CAPITA	400.00	954,107.60
012-LIBRARY CAPITAL FUND	0.00	9,862.87
013-RECREATION CAPITAL FU 014-POLICE CAPITAL FUND	0.00	693,200.00 15,055.00
015-TRANSPORTATION IMPACT	0.00	258,844.99
016-STORMWATER CAPITAL	0.00	0.00
017-TREE PROGRAM	710.00	3,160.00
018-PARK CAPITAL FUND	0.00	987,957.76
019-YOUTH SPORTS SCHOLARS	279.00 0.00	11,605.03 16,469.50
020-EQUIPMENT REVOLVING 021-TELECOMMUNICATIONS EO	0.00	0.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	1,956.98	5,118.16
025-POLICE SEIZED FUNDS	0.00	21,825.01
026-HOTEL/MOTEL TAX 060-ROAD USE TAX FUND	0.00 172,733.84	64,092.35 2,242,608.99
061-STREET CAPITAL PROJEC	1,000,000.00	5,107,241.11
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	339,296.45	4,690,126.96
110-DEBT SERVICE FUND	64,108.36	4,636,068.69
210-TRUST AND AGENCY 280-CUSTOMER DEPOSITS	69,597.01 12,760.00	1,580,462.85 139,450.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	164.29	3,693.36
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME 316-COMMUNITY CENTER PHAS	0.00	2,298,059.51 0.00
317-TRAIL PROJECTS	0.00	0.00
318-EC DEVELOPMENT PROJEC	0.00	0.00
319-PENN STREET IMPROVEME	0.00	0.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES 322-LIBRARY BUILDING FUND	0.00	500,000.00 2,505.75
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	160,000.00
510-WATER FUND	339,363.22	3,705,178.40
511-WATER CAPITAL RESERVE	13,750.00	151,250.00
512-WATER SINKING FUND 513-WATER BOND RESERVE	118,968.75 0.00	1,308,656.25 0.00
514-WATER CAPITAL PROJECT	0.00	0.00
520-SEWER FUND	412,425.70	4,473,657.92
521-SEWER CAPITAL RESERVE	44,199.00	486,189.00
522-SEWER SINKING FUND	183,124.08	2,014,364.88
523-WASTEWATER TREATMENT 524-SEWER TRUNK AND I&I	0.00	0.00
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	18,112.29	203,284.30
532-STORMWATER SINKING FU	0.00	0.00

GRAND TOTAL REVENUE

3,364,595.02 48,327,630.04

	CITY OF NO	ORTH LIBERTY				
TREASURER'S REPORT						
	May	31, 2020				
FUNDS	BALANCE FORWARD	REVENUE		BALANCE ENDING		
	05/01/2020			05/31/2020		
GENERAL	9,159,287.04	570,482.60	1,253,111.40	8,476,658.24		
SPECIAL REVENUE	10,247,596.47	581,627.30	990,771.65	9,838,452.12		
DEBT SERVICE	1,321,982.13	64,108.36	5,184,693.12	-3,798,602.63		
CAPITAL PROJECTS	-11,122,730.26	1,000,164.79	904,728.51	-11,027,293.98		
WATER ENTERPRISE	4,815,636.57	470,033.51	906,303.68	4,379,366.40		
WASTEWATER ENTERPRISE	7,026,497.56	620,915.79	692,698.87	6,954,714.48		
STORM WATER ENTERPRISE	220,657.13	17,331.06	16,968.05	221,020.14		
TOTAL	21,668,926.64	3,324,663.41	9,949,275.28	15,044,314.77		

Applicant License Application ( BW0094502

Name of Applicant: Sushiya LLC

Name of Business (DBA): Sushiya

Address of Premises: 745 Community dr. ste A

City North Liberty County: Johnson Zip: 52317

)

Business (319) 626-6666

Mailing 1371 Burry Dr.

City lowa City State IA Zip: 52246

#### **Contact Person**

Name Li

Phone: (319) 594-0065 Email chiouhappy1127@gmail.com

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: <u>06/18/2020</u>

Expiration Date: <u>06/17/2021</u>

Privileges:

**Outdoor Service** 

Special Class C Liquor License (BW) (Beer/Wine)

#### **Status of Business**

BusinessType: <u>Limited Liability Company</u>

Corporate ID Number: XXXXXXXXX Federal Employer ID XXXXXXXXX

Ownership

mingta chia

First Name: mingta Last Name: chia

City: lowa City State: lowa Zip: 52246

Position: member

% of Ownership: 100.00% U.S. Citizen: No

#### **Insurance Company Information**

Insurance Company: Specialty Risk of America

Policy Effective Date: 06/18/2020 Policy Expiration 06/18/2021

Bond Effective Dram Cancel Date:

Outdoor Service Effective Outdoor Service Expiration

Temp Transfer Effective Date: Temp Transfer Expiration Date:



## **North Liberty Police Department**

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

April 22, 2020

Liquor License Check

Business: Sushiya

745 Community Dr. Unit A North Liberty, IA 52317

Owners: Mingta Chia (DOB: 1970)

The North Liberty Police Department does not show any contacts with the owners or any calls to the business regarding their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa Al	BD approval statement from the following county department
Legal Name of Applicant:	Sushiya
Name of Business (DBA):	
Address of Business:	<del></del>
Business Phone:	
Email:	
tate of Iowa ABD License #:	
ohnson County Health D	<b>Department:</b> esses a valid Johnson County Public Health food license.
lame: James L	acina
itle: Env. Health	Manager Date: 4/20/20

Date: 6/6/20

Name of Business: Sushiya

Address: 745 Community Dr., STE A, North Liberty, 52317



### **Fire Inspection Form**

SITI		Code Section	Yes No
1)	Address #s are Posted & Visible	IFC 505.1	
2)	Keys in Knox Box are Current	IFC 506.2	
3)	Premise is Free of Waste Accumulation	IFC 304.1.1	V
ASS	EMBLY OCCUPANCIES	Code Section	Yes No N/A
4)	Occupant Load Sign(s) are Posted	IFC 1004.3	V
FIRE	EXTINGUISHERS	<b>Code Section</b>	Yes No
5)	Fire Extinguishers have Current Annual Inspection Tag	IFC 901.6.1	
6)	Fire Extinguishers have been Visually Checked Monthly (Date & Initial Tag)	NFPA 7.2.1.2	
7)	Fire Extinguishers are Unobstructed & Unobscured	IFC 906.6	
8)	Fire Extinguishers are Mounted on a Bracket or in a Fire Extinguisher Cabinet	IFC 906.7	~
EMI	RGENCY & EXIT LIGHTS	Code Section	Yes No
9)	Emergency Lights Illuminate when Tested (Use Test Button)	IFC 1008.3.4	
10)	Exit Signs are Illuminated	IFC 1013.3	
11)	Exit Signs Illuminate when Tested (Use Test Button)	IFC 1013.3	V
ELEC	CTRICAL	<b>Code Section</b>	Yes No N/A
12)	Electrical Panels have at least 3 Feet of Clearance in Front of Panel	IFC 605.3	
13)	There is No Exposed Wiring	IFC 605.6	
14)	Extension Cords are Not being Used for Permanent Wiring	IFC 605.5	V
15)	Surge Protectors are Mounted/Secured and Plugged Directly into an Outlet	IFC 605.4.1	V
EXIT	ACCESS & DOORS		
16)	Exits are Unobstructed Exit Signs are Illuminated	IFC 1031.2	
17)	Corridors & Aisles are Unobstructed	IFC 1003.6	
18)	Exit Doors Open Freely	IFC 1010.1.3	
STO	RAGE	Code Section	Yes No N/A
19)	Storage is at least 18" below Sprinkler Heads in Sprinklered Buildings	IFC 315.3.1	लिलिल
20)	Storage is at least 24" below Ceiling in Non-Sprinklered Buildings	IFC 315.3.1	
21)	Kitchen Cleaning Rags are Disposed of in a Non-Combustible Container	IFC 304.3.1	V
CON	IPRESSED CYLINDERS	Code Section	Yes No N/A
22)	Compressed Gas Cylinders are Secured or Chained	IFC 5303.5.3	
	Provide Explanation for any "No" Answers Below		
		The second secon	

Inspection Completed by: Mingta Chia

Signature

Ming-Ta Min

Applicant

License Application ( LC0036590

Name of Applicant: Chrisma, Inc

Name of Business (DBA): Reds Alehouse
Address of Premises: 405 N. Dubuque

City North Liberty County: Johnson Zip: 52317

)

 Business
 (319) 626-2100

 Mailing
 18 Fairview Knoll

City lowa City State IA Zip: 52240

#### **Contact Person**

Name Faye Swift

Phone: (319) 331-7418 Email fpswiftia@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: <u>01/05/2020</u>

Expiration Date: <u>01/04/2021</u>

Privileges:

Class C Liquor License (LC) (Commercial)

**Outdoor Service** 

#### **Status of Business**

BusinessType: Privately Held Corporation

Corporate ID Number: XXXXXXXXX Federal Employer ID XXXXXXXXX

Ownership

Faye Swift

First Name: <u>Faye</u> Last Name: <u>Swift</u>

City: Coralville State: lowa Zip: 52241

Position: <u>President</u>

% of Ownership: 63.00% U.S. Citizen: Yes

**Matthew Swift** 

First Name: <u>Matthew</u> Last Name: <u>Swift</u>

City: <u>lowa City</u> State: <u>lowa</u> Zip: <u>52240</u>

Position: <u>Secretary</u>

% of Ownership: <u>37.00%</u> U.S. Citizen: Yes

#### **Insurance Company Information**

**Insurance Company:** Society Insurance

Policy Effective Date: Policy Expiration

Bond Effective Dram Cancel Date:

Outdoor Service Effective Outdoor Service Expiration

Temp Transfer Effective Date: Temp Transfer Expiration Date:

# REVENUE

# Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor https://tax.iowa.gov

mtps.//tax.iowa.gov	
Instructions on the reverse side	
For period (MM/DD/YYYY)/ through June 30, /we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:	
Business Information:	
Trade Name/DBA J &A J AP	
Physical Location Address 440 N Duhugue St City X)/ ZIP 52317	
Mailing Address SAME City State ZIP	
Business Phone Number 319-626-3033	
_egal Ownership Information:	
Type of Ownership: Sole Proprietor □ Partnership □ Corporation 🔀 LLC □ LLP □	í
Name of sole proprietor, partnership, corporation, LLC, or LLP John + Amanda +tru	15
Mailing Address 2596 250th ST Will State TA ZIP 52317	,
Phone Number 3/9-63/393 Fax Number Email (4nna/22@4	21
Retail Information:	
Types of Sales: Over-the-counter   ✓ Vending machine □	
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes □ No □	
Types of Products Sold: (Check all that apply) Cigarettes → Tobacco ← Alternative Nicotine Products □ Vapor Products □	
Type of Establishment: (Select the option that best describes the establishment)  Alternative nicotine/vapor store □ Bar ☎ Convenience store/gas station □ Drug store □  Grocery store □ Hotel/motel □ Liquor store □ Restaurant □ Tobacco store □  Has vending machine that assembles cigarettes □ Other □	
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.	
Signature of Owner(s), Partner(s), or Corporate Official(s)	
Name (please print) Amanda Lynn-Hrub Name (please print) John Hruby	-
Signature manule ham Amby Signature St. W.	-
Date C/4/2020 Date V 6-4-2020	-
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).	<i>r</i>
FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE	
• Fill in the amount paid for the permit: Send_completed/approved_application_to_lowa_Alcoholic Beverages Division within 30 days of issuance. Make sure	•
• Fill in the date the permit was approved by the council or board: the information on the application is complete and accurate. A copy of the permit does not need to be sent	i
• Fill in the permit number issued by  the city/county:  accurate: A copy of the permit described in the permit number issued by  only the application is required. It is preferred that applications are sent via email, as this allows for a receipt	t
• Fill in the name of the city or county confirmation to be sent to the local authority.	
issuing the permit: • Email: iapledge@iowaabd.com	

# REVENUE

# lowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side
For period (MM/DD/YYYY)///
Business Information:
Trade Name/DBA UD Express
• • • • • • • • • • • • • • • • • • • •
Physical Location Address 900 w Penn St City Nubert ZIP 52317
Mailing Address PO Box 48 City N Uberry State IA ZIP SSI
Business Phone Number <u>319-10-310-310-31</u>
Legal Ownership Information:
Type of Ownership: Sole Proprietor □ Partnership □ Corporation 図 LLC □ LLP □
Name of sole proprietor, partnership, corporation, LLC, or LLP Weety Doors the
Mailing Address Po Box 48 City No Usuffy State IA ZIP 53317
Phone Number 319-1036-10100 Fax Number 319-1036-10166 Email rick@libeAydoors
Retail Information:
Types of Sales: Over-the-counter ⊠ Vending machine □
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes □ No 🛛
Types of Products Sold: (Check all that apply) Cigarettes █ Tobacco █ Alternative Nicotine Products □ Vapor Products □
Type of Establishment: (Select the option that best describes the establishment)  Alternative nicotine/vapor store □ Bar □ Convenience store/gas station ☒ Drug store □  Grocery store □ Hotel/motel □ Liquor store □ Restaurant □ Tobacco store □  Has vending machine that assembles cigarettes □ Other □
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print) RICK STREB Name (please print)
Signature Signature Signature
Date 6/9/20 Date
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE
<ul> <li>Fill in the amount paid for the permit:</li> <li>Fill in the date the permit was approved</li> <li>Send completed/approved application to lowa Alcoholic Beverages Division within 30 days of issuance. Make sure</li> </ul>
by the council or board: the information on the application is complete and
• Fill in the permit number issued by only the application is required. It is preferred that
Fill in the name of the city or county     confirmation to be sent to the local authority.
• New ☐ Renewal ☐ • Email: lapledge@iowaabd.com • Fax: 515-281-7375



• Fill in the name of the city or county

Renewal

issuing the permit: \_\_

New □

### Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

	https://tax.iowa.gov
Instructions on th	
For period (MM/DD/YYYY) 6 / 15	
/we apply for a retail permit to sell cigarettes, tobacco,	, alternative nicotine, or vapor products:
Business Information:	6
Physical Location Address 595 Country Lane S Mailing Address 595 Country Lane Suite   City	2 & Spinits
Physical Location Address 595 Country Lane S	inite 1 City North Liberty ZIP 52317
Mailing Address 595 Country Lane Suite 1 City	Vorth Liberty State IA ZIP52317
Business Phone Number 313 - 459-1356	
_egal Ownership Information:	
Type of Ownership: _Sole Proprietor ☐ Partnersh	nip □ Corporation ᢂ LLC □ LLP □
Name of sole proprietor, partnership, corporation, LL	
Mailing Address 595 Country Lan Suite City	North Liberty State TA ZIP 52347 = T
Phone Number 319-459-1356 Fax Number	Email <u>angie, dao 1981@g</u> m
Retail Information:	Com
Types of Sales: Over-the-counter   ✓ Vending n	nachine 🗆
Do you make delivery sales of alternative nicotine or	vapor products? (See Instructions) Yes □ No □
Types of Products Sold: (Check all that apply) Cigarettes ∯ Tobacco ဩ Alternative Nico	otine Products 🔼 Vapor Products 🦻
Type of Establishment: (Select the option that best Alternative nicotine/vapor store □ Bar □ Cor Grocery store □ Hotel/motel □ Liquor store □ Has vending machine that assembles cigarettes □	nvenience store/gas station □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □
f application is approved and permit granted, I/we do the laws governing the sale of cigarettes, tobacco, alte	hereby bind ourselves to a faithful observance of ernative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Of	ficial(s)
The state of the s	Name (please print)
Signature Dao	Signature
Signature Un Dao  Date 6 15 2020	
Send this completed application and the applicable questions contact your city clerk (within city limits) or y	e fee to your local jurisdiction. If you have any our county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITO	the state of the s
• Fill in the amount paid for the permit:	Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure
Fill in the date the permit was approved by the council or board:	the information on the application is complete and
Fill in the permit number issued by	accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that
the city/county:	applications are sent via email, as this allows for a receipt

confirmation to be sent to the local authority.

Email: iapledge@iowaabd.com

• Fax: 515-281-7375



# Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

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ı	110	u	uu	uoi	10		LIIC	ICV	CIO	C SIG	

For period (MM/DD/YYYY) <u>D + / OI /2020</u> through June 30, <u>2021</u> I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information:
Trade Name/DBA The Station I
Physical Location Address U20 Meade Dr city North Liber 21/2 52317
Mailing Address 350 Beaver Kreek City Northliberty State IA ZIP 52317
Business Phone Number 319-665-8516, SteD
Legal Ownership Information:
Type of Ownership: Sole Proprietor □ Partnership □ Corporation □ LLC 🗹 LLP □
Name of sole proprietor, partnership, corporation, LLC, or LLP The Station, LLC  Mailing Address 350 Beault Kylek City North Libertistate IA ZIP 52317  Phone Number 319-1005-8510 Fax Number 319 1005-8509 Email Station I Coffice 6
Retail Information:
Types of Sales: Over-the-counter ☑ Vending machine □
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes □ No □
Types of Products Sold: (Check all that apply) Cigarettes ☑ Tobacco ☑ Alternative Nicotine Products ☑ Vapor Products ☑
Type of Establishment: (Select the option that best describes the establishment)  Alternative nicotine/vapor store □ Bar □ Convenience store/gas station ☑ Drug store □  Grocery store □ Hotel/motel □ Liquor store □ Restaurant □ Tobacco store □  Has vending machine that assembles cigarettes □ Other □
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print) Corontocapo Name (please print)
SignatureSignature
Date
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE
Fill in the amount paid for the permit: Send_completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure
by the council or board: the information on the application is complete and accurate. A copy of the permit does not need to be sent;
• Fill in the permit number issued by only the application is required. It is preferred that
• Fill in the name of the city or county  confirmation to be sent to the local authority.
issuing the permit: • Email: iapledge@iowaabd.com  New □ Renewal □ • Fax: 515-281-7375

# REVENUE

# Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side
For period (MM/DD/YYYY) <u>07 101 12020</u> through June 30, <u>2021</u>
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information:
Trade Name/DBA Urban Fuel LLC
Physical Location Address / Hawkeye Dr. City North Cibert ZIP 52317
Mailing Address POBOY 3474 City Town City State 14 ZIP 52244
Business Phone Number 319-626-7990
Legal Ownership Information:
Type of Ownership: Sole Proprietor □ Partnership □ Corporation □ LLC □ LLP □
Name of sole proprietor, partnership, corporation, LLC, or LLP Urban Fuel LLC
Mailing Address PO BOY 3474 City Towa City State 1A ZIP 52244  Phone Number 319-126-7990 Fax Number Email Nurbanfixel @ grail Co
Phone Number 319-126-7990 Fax Number Email nlurbanfiel @ grait Co
Retail Information:
Types of Sales: Over-the-counter ☑ Vending machine □
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes Do
Types of Products Sold: (Check all that apply) Cigarettes ☑ Tobacco ☑ Alternative Nicotine Products ☑ Vapor Products ☑
Type of Establishment: (Select the option that best describes the establishment)  Alternative nicotine/vapor store □ Bar □ Convenience store/gas station □ Drug store □  Grocery store □ Hotel/motel □ Liquor store □ Restaurant □ Tobacco store □  Has vending machine that assembles cigarettes □ Other □
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print) Jesse Allen Name (please print)
Signature Signature Signature
Date Date
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE
<ul> <li>Fill in the amount paid for the permit: Send completed/approved application to lowa Alcoholic</li> <li>Fill in the date the permit was approved Beverages Division within 30 days of issuance. Make sure</li> </ul>
by the council or board: the information on the application is complete and
• Fill in the permit number issued by the city/county:  accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that
pplications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
issuing the permit: ● Email: lapledge@iowaabd.com

• Fax: 515-281-7375



the city/county:

New □

issuing the permit:

☐ Fill in the permit number issued by

☐ Fill in the name of the city or county

Renewal

### Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

For period (MM/DD/YYYY) 07 / 01	/ 2020 through June 30, 2021
I/we apply for a retail permit to sell cigarettes, tobacc	co, alternative nicotine, or vapor products:
Business Information:	
Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CA	
Physical Location Address 595 NORTH KANSAS AVE	City NORTH LIBERTY_ZIP_52317
Mailing Address PO BOX 3001 City A	NKENY State IA ZIP 50021
Business Phone Number 3196656030	
Legal Ownership Information:	
Type of Ownership: Sole Proprietor   Partnership	☐ Corporation ■ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP C	CASEY'S GENERAL STORE, INC.
Mailing Address PO BOX 3001 City ANKEN	NY State IA ZIP 50021
Phone Number <u>515-446-6404</u> Fax Number <u>51</u>	5-965-6205 Email <u>JESSICA.FISHER@CASEYS.COM</u>
Retail Information:	
Types of Sales: Over-the-counter Wending made	chine 🗆
Do you make delivery sales of alternative nicotine or vapor prod	lucts? (See Instructions) Yes   No X
Types of Products Sold: (Check all that apply) Cigarettes Tobacco Alternative Nicotine	
Type of Establishment: (Select the option that best describes th	
Grocery store ☐ Hotel/motel ☐ Liquor store ☐	rvenience store/gas station ☐ Drug store ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
Has vending machine that assembles cigarettes □	Other    Other    Other   Other   Other   Other   Other   Other   Other   Other   Other   Other   Other   Other   Other    Other   Other     Other    Other
If application is approved and permit granted, I/we do hereby bi the sale of cigarettes, tobacco, alternative nicotine, and vapor p	nd ourselves to a faithful observance of the laws governing roducts.
Signature of Owner(s), Partner(s), or Corporate Official(s)	Name (please print)
Name (please print)  Name (please print)	Signature
Date 04/01/2020	
Send this completed application and the applicable fee to your local jurisd your county auditor (outside city limits).  FOR CITY CLERK/COUNTY AUDITOR ONLY	iction. If you have any questions contact your city clerk (within city limits) or  - MUST BE COMPLETE
☐ Fill in the amount paid for the permit:	Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is
☐ Fill in the date the permit was approved by the council or board:	complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email,

70-014a (06/22/17)

as this allows for a receipt confirmation to be sent to the local authority.

□ Email: iapledge@iowaabd.com

☐ Fax: 515-281-7375



New □

Renewal

# Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructi	ons on ti	ie reverse	side	
07	7.04	/ 2020	through June 30	2021

For period (MIM/DD/YYYY)		(inough sui	ie 50, <u></u>	
I/we apply for a retail permit to sell cigarettes	, tobacco, alterna	ative nicotine, or	vapor products:	:
Business Information:				
Trade Name/DBA CASEY'S MARKETING COMPANY/D				
Physical Location Address 625 WEST ZELLER ST		City NORTH	LIBERTY_ZIP_	52317
Mailing Address PO BOX 3001	_City_ANKENY		—State <sup>IA</sup>	ZIP 50021
	·			
Business Phone Number 3196263108				
Legal Ownership Information:	WAREN TO THE PARTY OF THE PARTY			
-	nership 🛽	Corporation	LLC []	LLP []
Name of sole proprietor, partnership, corporation, LLC, o	•	•	ORE, INC.	
		State <u>IA</u>		ZIP <u>50021</u>
Maining Madross 1-0 Downson				
Phone Number <u>515-446-6404</u> Fax Number	er <u>515-965-62</u>	205	Email <u>JESSIC</u>	A.FISHER@CASEYS.COM
Detail Information				
Retail Information:  Types of Sales: Over-the-counter  Vendi	ing machine 🛘			,
Types of Sales: Over-the-counter    Vendi  Do you make delivery sales of alternative nicotine or vap	_	ee Instructions)	Yes □	No X
	or products: (o	co monuonon		
Types of Products Sold: (Check all that apply) Cigarettes  Tobacco Alternative l	Nicotine Produc	ts 🗷	Vapor Produ	cts
Type of Establishment: (Select the option that best descr			41	D
Alternative nicotine/vapor store ☐ Bar ☐ Grocery store ☐ Hotel/motel ☐ Liquor sto		e store/gas sta Restaurant I		Drug store □ Tobacco store □
Has vending machine that assembles cigarettes □	Other			
If application is approved and permit granted, I/we do he the sale of cigarettes, tobacco, alternative nicotine, and v	reby bind ourse vapor products.	lves to a faithfu	observance of	f the laws governing
Signature of Owner(s), Partner(s), or Corporate Official(s)	Name (nle	aco nrint\		
Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR	Signature_			
CASEY'S MARKETING COMPANY	Date			
Signature Julia V. Jackoutk				
Send this completed application and the applicable fee to your loc	cal jurisdiction. If yo	u have any question	ns contact your city	clerk (within city limits) or
your county auditor (outside city limits).  FOR CITY CLERK/COUNTY AUDITOR				
☐ Fill in the amount paid for the permit:	Send	completed/approve	ed application to lo	wa Alcoholic Beverages Division information on the application is
☐ Fill in the date the permit was approved	comp	lete and accurate.	A copy of the pern	nit does not need to be sent; only
by the council or board:    Fill in the permit number issued by	the a as thi	pplication is require s allows for a receip	<ul> <li>a. It is preferred that to be</li> </ul>	at applications are sent via email, be sent to the local authority.
the city/county:		mail: iapledge@iov	aabd.com	
☐ Fill in the name of the city or county issuing the permit:	□ <b>F</b>	ax: 515-281-7375		



# Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

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instructions on the reverse side
For period (MM/DD/YYYY) 07 /01 /20 through June 30, 2021
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information:
Trade Name/DBA The Depot North Liberty LLC
Physical Location Address 1290 S. Dubuque St. City North Liberty ZIP 52317
Mailing Address 221 W. Marengo Rd. City Tiffin State IA ZIP 52340
Business Phone Number 319-665-2754
Legal Ownership Information:
Type of Ownership: Sole Proprietor □ Partnership □ Corporation □ LLC □ LLP □
Name of sole proprietor, partnership, corporation, LLC, or LLP The Depot North Liberty LLC
Mailing Address 221 W. Marengo Rd. City Tiffin State IA ZIP 52340
Phone Number 319-545-9514 Fax Number 319-545-2042 Email info@thedepotexpress.com
Retail Information:
Types of Sales: Over-the-counter ☑ Vending machine □
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes □ No ☑
Types of Products Sold: (Check all that apply) Cigarettes ☑ Tobacco ☑ Alternative Nicotine Products ☑ Vapor Products ☑
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store □ Bar □ Convenience store/gas station ☑ Drug store □ Grocery store □ Hotel/motel □ Liquor store □ Restaurant □ Tobacco store □ Has vending machine that assembles cigarettes □ Other □
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of
the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print) David M. Scheetz Name (please print) Name (please print)
Signature Signature
Date_05/24/2020
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE
<ul> <li>Fill in the amount paid for the permit:</li></ul>

- Fill in the date the permit was approved by the council or board:
  Fill in the permit number issued by the city/county:
  Fill in the name of the city or county issuing the permit:
  New Renewal
- Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



• New 🗖

Renewal 🛘

# Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the re				
For period (MM/DD/YYYY)07 / 01/2020_ through June 30,2021_ l/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:				
Business Information:				
Trade Name/DBA Fareway Stores, Inc. # 993				
Physical Location Address 615 Westwood Drive	City_NORTH LIBER TIP52317			
Mailing Address 615 Westwood Drive City 1	NORTH LIBERTY State IA ZIP 52317			
Business Phone Number 319 626-6798				
Legal Ownership Information:				
Type of Ownership: Sole Proprietor □ Partnership □	Corporation ☑ LLC ☐ LLP ☐			
Name of sole proprietor, partnership, corporation, LLC, o				
Name of sole proprietor, partnership, corporation, LEO, o	one State IA ZIP 50036			
Mailing Address PO Box 70 City Bo				
Phone Number <u>515-433-5336</u> Fax Number <u>515-4</u>	53-44 TO LITTER WISON@INCWAYSTORES.SOM			
Retail Information:	to a m			
Types of Sales: Over-the-counter ☑ Vending mach				
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes □ No 🗵				
Types of Products Sold: (Check all that apply) Cigarettes 図 Tobacco 図 Alternative Nicotine Products 図 Vapor Products 図				
Type of Establishment: (Select the option that best destablishment: (Select the option the option the option the option the option that best destablishment	nience store/gas station □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □			
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.				
Signature of Owner(s), Partner(s), or Corporate Officia	ıl(s)			
Name (please print) Garrett S Piklapp Nar	me (please print)			
A	nature			
	e			
Send this completed application and the applicable fe questions contact your city clerk (within city limits) or your	e to your local jurisdiction. If you have any county auditor (outside city limits).			
FOR CITY CLERK/COUNTY AUDITOR O				
Be Bo	end completed/approved application to Iowa Alcoholic everages Division within 30 days of issuance. Make sure			
Fill in the date the permit was approved	e information on the application is complete and			
• Fill in the permit number issued by	ocurate. A copy of the permit does not need to be sent; ally the application is required. It is preferred that			
the city/county: ap  • Fill in the name of the city or county co	oplications are sent via email, as this allows for a receipt onfirmation to be sent to the local authority.			
· · · · · · · · · · · · · · · · · · ·	Email: iapledge@iowaabd.com			

• Fax: 515-281-7375



# lowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor https://tax.iowa.gov

Instructions on the For period (MM/DD/YYYY)07 _/_0	t <b>he reverse side</b> 1 / ວິທ through June	30. 2021	· ·
I/we apply for a retail permit to sell cigarettes, tobacc	o, alternative nicotine, or	vapor product	s:
Business Information:			
Trade Name/DBA Smokin' Joe's Tobacco and I	Liquor outlet # 12		
Physical Location Address 465 Hwy 965 Unit G		berty ZIP 52	2317
Mailing Address 1916 N. Sturdevant St C	ty Davenport	State_IA2	ZIP <u>52804</u>
Business Phone Number 563-322-8340		•	
Legal Ownership Information:			
Type of Ownership: Sole Proprietor □ Partner	ship □ Corporation ☑	LLC 🗆 L	LP 🗆
Name of sole proprietor, partnership, corporation, L	LC. or LLP The Outlet	Inc.	
Mailing Address 1916 N.Sturdevant St. C	ity Davenport State	IA ZIP 52	2804
Phone Number <u>563-322-8340</u> Fax Number _	563-322-8348 Ema	ail_tom@smoki	njoesoutlets.co
Retail Information:		<del>-</del> "	
Types of Sales: Over-the-counter ☑ Vending	machine □		
Do you make delivery sales of alternative nicotine		Instructions)	∕es □ No 図
Types of Products Sold: (Check all that apply)			
Cigarettes ☑ Tobacco ☑ Alternative N			; IXI
Type of Establishment: (Select the option that be Alternative nicotine/vapor store ☐ Bar ☐ C Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Has vending machine that assembles cigarettes ☐	convenience store/gas st e □ Restaurant □	ation □ Drug ] Tob	acco store 🛛
If application is approved and permit granted, I/we detection the laws governing the sale of cigarettes, tobacco, a	o hereby bind ourselves Iternative nicotine, and v	to a faithful obs apor products.	servance of
Signature of Owner(s), Partner(s), or Corporate C	Official(s)		
Name (please print) <u>Joeseph &amp; DePaepe </u> △	Name (please print)		
Signature	Signature		
Date	Date		
Send this completed application and the applica questions contact your city clerk (within city limits) o	r your county auditor (ou	tside city iimits,	ou have any ).
FOR CITY CLERK/COUNTY AUDI		NPLETE	Lova Alcoholic
Fill in the amount paid for the permit:      Till in the date the permit was approved.	Reverages Division with	in 30 days of issua	ance. Make sure
Fill in the date the permit was approved by the council or board:	accurate. A copy of the	permit does not	need to be sent;
Fill in the permit number issued by the city/county:	only the application is applications are sent via	s required. It is	s preferred that
Fill in the name of the city or county	confirmation to be sent t	o the local authori	ty.
issuing the permit:	<ul><li>Email: iapledge@iow</li><li>Fax: 515-281-7375</li></ul>	aabd.com	



# Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor https://tax.iowa.gov

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Instructions	O:: .:			

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For period (MM/DD/YYYY) 07 / 01	/ 20 through June 30, 2021
/we apply for a retail permit to sell cigarettes, tobacco,	alternative nicotine, or vapor products.
Business Information:	
Trade Name/DBA Walgreens # 1110	4 4 1 7 1 53317
Physical Location Address 628 Pacha Pkw	City North Liberty ZIP 32317
Trade Name/DBA Walgreens # 11710  Physical Location Address 625 Pacha Pkw  Mailing Address 625 Pacha Pkwy City	North Liberty State 117 ZIP SASIT
Business Phone Number 319 - 499 - Look	
Legal Ownership Information:	
Type of Ownership: Sole Proprietor □ Partnersh	ip □ Corporation 図 LLC □ LLP □
Name of sole proprietor, partnership, corporation, LL	C, or LLP Walgreen Co
NA-III Address BO Boy 901 City	Deerfield State IL ZIP 60015
Phone Number 847-527-4402 Fax Number	847368-6525 Email taxlicenserenewals@walgreens.co
Retail Information:	
Types of Sales: Over-the-counter ☑ Vending n	nachine □
Do you make delivery sales of alternative nicotine or	vapor products? (See Instructions) Yes □ No 図
Types of Products Sold: (Check all that apply) Cigarettes   Tobacco  Alternative Nice	otine Products □ Vapor Products □
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Has vending machine that assembles cigarettes ☐	nvenience store/gas station □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □
If application is approved and permit granted, I/we do the laws governing the sale of cigarettes, tobacco, alte	hereby bind ourselves to a faithful observance of ernative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Of	ficial(s)
Name (please print) Susan Halliday, Corporate Officer	Name (please print)
Signature Just Helliday	Signature
Date_ 5/14/20	Date
Send this completed application and the applicable questions contact your city clerk (within city limits) or your city clerk (within city limits).	e fee to your local jurisdiction. If you have any your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITO	OR ONLY - MUST BE COMPLETE
Fill in the amount paid for the permit:	Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure
Fill in the date the permit was approved by the council or board:	the information on the application is complete and accurate A copy of the permit does not need to be sent;
Fill in the permit number issued by	only the application is required. It is preferred that
• Fill in the name of the city or county	applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
issuing the permit:	<ul><li>Email: iapledge@iowaabd.com</li><li>Fax: 515-281-7375</li></ul>
a LACAN TT LACIFORMS TO	€ ["ax, 010"201"1010



# Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor https://tax.iowa.gov

Instructions on the	
For period (MM/DD/YYYY)/	/through June 30, <u>7.020</u>
/we apply for a retail permit to sell cigarettes, tobacco, a	ilternative nicotine, or vapor products.
Business Information:	5-0£
Trade Name/DBA JOHNOY'S LIQUOPS	STORE INE
Physical Location Address 585 HW 96.5	E City North Usery ZIP 52311
Mailing Address Source as a Sove - City_	StateZIP
Business Phone Number 319 626 2046	
Legal Ownership Information:	
Type of Ownership: Sole Proprietor □ Partnership	□ Corporation ☑ LLC □ LLP □
Name of sole proprietor, partnership, corporation, LLC	, or LLP Tohncy Mene 2es
Mailing Address 20 Deboer Ln City	North world State 14 ZIPS 2311
Phone Number 3194407176 Fax Number	Email <u>Ustore 2005@ gmail.</u> 6m
Retail Information:	•
Types of Sales: Over-the-counter ☑ Vending ma	achine 🗆
Do you make delivery sales of alternative nicotine or v	apor products? (See Instructions) Yes □ No ☑
Types of Products Sold: (Check all that apply) Cigarettes ☑ Tobacco ☑ Alternative Nicot	
Type of Establishment: (Select the option that best of Alternative nicotine/vapor store ☐ Bar ☐ Converge Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Has vending machine that assembles cigarettes ☐	venience store/gas station □ □ □ Drug store □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □
If application is approved and permit granted, I/we do he the laws governing the sale of cigarettes, tobacco, alter	ereby bind ourselves to a faithful observance of native nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Office	cial(s)
Name (please print) Johnay Meuezes N Signature & S	lame (please print)
Signature Signature S	Signature
Date_ 6 8 220 [	Date
Send this completed application and the applicable questions contact your city clerk (within city limits) or you	fee to your local jurisdiction. If you have any our county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR	ONLY - MUST BE COMPLETE
Fill in the amount paid for the permit:	Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure
Fill in the date the permit was approved by the council or board:	the information on the application is complete and accurate. A copy of the permit does not need to be sent;
- Fill in the normit number issued by	only the application is required. It is preferred that
the city/county:  Fill in the name of the city or county	applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
• New □ Renewal □	<ul><li>Email: iapledge@iowaabd.com</li><li>Fax: 515-281-7375</li></ul>
■ IACAA (T)   I/CHICAACI ( )	■ Fax. 010-401-4010



issuing the permit: \_

New □

Renewal

## **Iowa Retail Permit Application** for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the	reverse side
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Instructions on the reverse side	
For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021	
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:	
Business Information:	
Trade Name/DBA_Kum & Go # 0507	
Physical Location Address 610 N Kansas Ave City North Liberty ZIP 52317	
Mailing Address 1459 Grand Ave City Des Moines State IA ZIP 50309	
Business Phone Number 515-457-6249	
Legal Ownership Information:	
Type of Ownership: Sole Proprietor □ Partnership □ Corporation □ LLC ☑ LLP □	
Name of sole proprietor, partnership, corporation, LLC, or LLP Kum & Go LC	
Mailing Address 1459 Grand Ave City Des Moines State IA ZIP 50309	
Phone Number 515-457-6249 Fax Number Email licenses@Kumandgo.com	
Retail Information:	
Types of Sales: Over-the-counter ☑ Vending machine □	
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes □ No ☑	
Types of Products Sold: (Check all that apply) Cigarettes ☑ Tobacco ☑ Alternative Nicotine Products ☑ Vapor Products ☑	
Type of Establishment: (Select the option that best describes the establishment)  Alternative nicotine/vapor store □ Bar □ Convenience store/gas station □ Drug store □  Grocery store □ Hotel/motel □ Liquor store □ Restaurant □ Tobacco store □  Has vending machine that assembles cigarettes □ Other □	
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.	
Signature of Owner(s), Partner(s), or Corporate Official(s)	
Name (please print) Charles Campbell Name (please print)	
Signature Signature	
Date 4.7.2020 Date	
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).	
FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE	
• Fill in the amount paid for the permit: Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure	
• Fill in the date the permit was approved by the council or board: the information on the application is complete and accurate. A copy of the permit does not need to be sent;	
• Fill in the permit number issued by	
the city/county: applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.	

• Email: iapledge@iowaabd.com

• Fax: 515-281-7375



### Change Order

PROJECT: (Name and address) North Liberty Police Facility North Liberty, Iowa

OWNER: (Name and address) City of North Liberty Iowa 3 Quail Creek Circle North Liberty, IA 52317

CONTRACT INFORMATION:

Contract For: General Construction Date: January 8, 2019

ARCHITECT: (Name and address) Police Facility Design Group 500 Grand Boulevard Suite 201A Kansas City Missouri 64106

CHANGE ORDER INFORMATION:

Change Order Number: 005 Date: June 10, 2020

CONTRACTOR: (Name and address) Tricon General Construction, Inc. 746 58th Avenue Ct. SW Cedar Rapids, IA 52404

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Changes per the following Change Order Requests from Tricon Construction Group. Refer to attached Exhibits for additional information.

COR-008 R001 - Misc. changes per PR-003 - \$5,061.98

COR-010 - Sallyport exhaust fan and louver - \$355.62

COR-012 - Misc. changes per PR-004 - \$1,709.77

COR-015 - Radio antenna per PR-007 - \$1,810.90

COR-016 R001 - Misc. changes per PR-006 - \$6,165.21

Total for these COR's is \$15,103.48

The original Contract Sum was The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of The new Contract Sum including this Change Order will be

5,567,000.00 -680,909.84 \$ 4,886,090.16 \$ 15,103.48 4,901,193.64

The Contract Time will be increased by Zero (0) days. The new date of Substantial Completion will be March 18, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Police Facility Design Group	Tricon General Construction, Inc.	City of North Liberty Iowa
ARCHITECT (Firm name)	CONTRACTOR (Figure)	OWNER (Firm name)
SIGNATURE	SIGNATURE	BIGNATURE
Amanda Prince, Project Manager	Ron Richard, Principal	Ryan Heiar, City Administrator
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
6/10/2020	06-15-2020	
DATE	DATE	DATE

### ST. ANDREWS DRIVE

### APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: City of North Libery

Project:

St. Andrews Drive Improvements

Contract #: 1184140

Pay App# 03

Contractor: Metro Pavers INC. Date  $\frac{6/15/2020}{}$ 

						warded		(	Current			To Date	
Contract Item	Description	Unit of Measure	<b>Unit Price</b>		Units Contracted	Origina	al Contract Total	Unit	Cos	st	Unit	Cos	t
1.00	EXCAVATION CLASS 10	CY	\$	8.60	30,810.0000	\$	264,966.00	5706	\$	49,071.60	24958	\$	214,638.80
2.00	TOPSOIL, ON-SITE	CY	\$	5.45	6,430.0000	\$	35,043.50		\$	2,997.50	2607	\$	14,208.15
3.00	CEMENT STABILIZATION-GEO	SY	\$	8.25	13,695.0000	\$	112,983.75	4229	\$	34,889.25	4229	\$	34,889.25
4.00	SUBASE, MODIFIED	CY	\$	35.00	2,461.0000	\$	86,135.00	907	\$	31,745.00	907	\$	31,745.00
5.00	RMVL OF STRUCTURE, LIGHT FIXT	EA	\$	291.00	1.0000	\$	291.00		\$	-	0	\$	-
6.00	12"PVC SAN SEW FORCE MAIN, TRE	LF	\$	82.00	134.0000	\$	10,988.00	134	\$	10,988.00	134	\$	10,988.00
7.00	RMVL OF SAN SEW, PVC, < TO 36"	LF	\$	8.00	136.0000	\$	1,088.00	136	\$	1,088.00	136	\$	1,088.00
8.00	12" ST SEW RCP 2000D CLASS III	LF	\$	36.00	225.0000	\$	8,100.00		\$	-	225	\$	8,100.00
9.00	15" ST SEW RCP 2000D CLASS III	LF	\$	46.00	961.0000	\$	44,206.00	163	\$	7,498.00	961	\$	44,206.00
10.00	18" ST SEW RCP 2000D CLASS III	LF	\$	38.00	208.0000	\$	7,904.00		\$	-	208	\$	7,904.00
11.00	24" ST SEW RCP 2000D CLASS III	LF	\$	67.00	276.0000	\$	18,492.00		\$	-	276	\$	18,492.00
12.00	30" ST SEW RCP 2000D CLASS III	LF	\$	77.00	184.0000	\$	14,168.00		\$	-	184	\$	14,168.00
13.00	36" ST SEW RCP 2000D CLASS III	LF	\$	97.00	628.0000	\$	60,916.00		\$	-	628	\$	60,916.00
14.00	48" ST SEW RCP 2000D CLASS III	LF	\$	173.00	20.0000	\$	3,460.00		\$	-	20	\$	3,460.00
15.00	RMVL OF ST SEW PIPE <36"	LF	\$		396.0000	\$	4,158.00	45	\$	472.50	396	\$	4,158.00
16.00	PIPE APRON, RCP, 24"	EA	\$	915.00	1.0000	\$	915.00		\$	-	1	\$	915.00
17.00	PIPE APRON, RCP, 36"	EA	\$	1,425.00	1.0000	\$	1,425.00		\$	-	1	\$	1,425.00
18.00	PIPE APRON, RCP, 48"	EA	\$	1,940.00	1.0000	\$	1,940.00		\$	-	1	\$	1,940.00
19.00	48" PIPE APRON FOOTING, CONCRE	EA	\$	700.00	1.0000	\$	700.00		\$	-	1	\$	700.00
20.00	SUBDRAIN, LONGITUD TYPE 1, 6"	LF	\$	9.35	4,670.0000	\$	43,664.50	1560	\$	14,586.00	1560	\$	14,586.00
21.00	SUBDRAIN, FIELD TILE 6" NONPER	LF	\$		205.0000	\$	2,763.40		\$	-	205	\$	2,763.40
22.00	SUBDRAIN CLEANOUT TYPE A1, 6"	EA	\$		17.0000	\$	6,375.00		\$	-	1	\$	375.00
23.00	SUBDRAIN OUTLETS/CONNECT 6"	EA	\$		28.0000	\$	-,	10	\$	,	10	\$	1,120.00
24.00	WATERMAIN TRENCHED PVC 12"	LF	\$		1,012.0000	\$	•	101	\$	4,343.00		\$	43,516.00
25.00	RMVL OF WATERMAIN	LF	\$		600.0000	\$	6,000.00		\$		600	\$	6,000.00
26.00	FITTING, DUCTILE IRON 12"	EA	\$	712.00	21.0000	\$	14,952.00	2	\$	1,424.00	22	\$	15,664.00
27.00	VALVE, GATE, DIP, 12"	EA	\$	2,500.00	8.0000	\$	20,000.00	1	\$	_,500.00	9	\$	22,500.00
28.00	FIRE HYDRANT ASSY	EA	\$	4,610.00		\$	13,830.00	1	\$	4,610.00	4	\$	18,440.00
29.00	VALVE BOX EXTENSION	EA	\$	560.00		\$	1,120.00		\$	-	0	\$	-
30.00	FIRE HYDRANT ADJUST	EA	\$	1,900.00		\$	1,900.00	1	\$	1,900.00	1	\$	1,900.00
31.00	FIRE HYDRANT ASSY RMVL	EA	\$	650.00	2.0000	\$	1,300.00	2	\$	1,300.00	2	\$	1,300.00
32.00	MANHOLE, SW-401, 48"	EA	\$	3,080.00	1.0000	\$	3,080.00		\$	-	1	\$	3,080.00
33.00	MANHOLE, SW-401, 72"	EA	\$	5,640.00	2.0000	\$	11,280.00		\$	-	2	\$	11,280.00
34.00	MANHOLE, SW-401, 84"	EA	\$	•	1.0000	\$	7,350.00		\$	-	1	\$	7,350.00
35.00	INTAKE, SW-505	EA	\$	4,940.00	1.0000	\$	4,940.00		\$	-	0.75	\$	3,705.00
36.00	INTAKE, SW-509	EA	\$	3,875.00	17.0000	\$	65,875.00	1.75	\$	6,781.25	12.75	\$	49,406.25
37.00	INTAKE, SW-510	EA	\$	4,255.00	3.0000	\$	12,765.00		\$	-	2.25	\$	9,573.75
38.00	INTAKE, SW-512, 24"	EA	\$	1,285.00		\$	1,285.00		\$	-	0.75	\$	963.75
39.00	INTAKE, SW-512, 30"	EA		1,510.00		\$	6,040.00		\$	-	3	\$	4,530.00
40.00	MANHOLE ADJUST, MINOR	EA	\$	1,450.00	2.0000	\$	2,900.00		\$	-	0	\$	-

### ST. ANDREWS DRIVE

41.00	CONNECT OT EXISTING INTAKE	lea .	\$ 93	.00 1.0000	\$	935.00	l s	-	l1 \$	935.00
42.00	RMV INTAKE	EA	•	.00 4.0000	Ś	2,420.00	2 \$	1,210.00	4 \$	2,420.00
43.00	9" PCC PVMT	sy	•	.35 11,268.000	0 \$	511,003.80	*	151,922.50	·	151,922.50
44.00	RMVL OF PVMT	SY	•	.00 7,226.0000		28,904.00		9,652.00	·	24,264.00
45.00	RMVL OF SIDEWALK	ISY		.00 476.0000	Ś	3,808.00		2,176.00	272 \$	2,176.00
46.00	5" PCC SIDEWALK	SY	•	.85 540.0000	\$	24,759.00	\$	-	0 \$	, <u> </u>
47.00	6" PCC SIDEWALK	SY	•	.00 3.436.0000	Ś	116,824.00	Ś	_	lo s	-
48.00	DETECTABLE WARNINGS, CAST IRON	SF		.00 368.0000	Ś	12,880.00	Ś	_	0 5	-
49.00	6" DRIVEWAY TYPE A	SY	•	.35 148.0000	Ś	7,451.80	Ś	_	lo s	-
50.00	DRIVEWAY, GRANULAR	TON	•	.00 31.0000	\$	930.00	\$	_	lo s	-
51.00	BITUMINOUS PCC UNIT PAVERS BED	SF	•	.23 4,256.0000	\$	73,330.88	\$	-	0 \$	-
52.00	GRANULAR PCC UNIT PAVERS BED	SF	\$ 24	.25 1,819.0000		44,110.75	\$	-	lo s	-
53.00	PCC SUBSLAB OF UNIT PAVERS	SY	•	.85 473.0000	Ś	21,687.05	\$	-	lo s	-
54.00	30" PCC RIBBON CURB	LF	\$ 30	.35 248.0000	\$	9,014.80	\$	-	0 \$	-
55.00	RMVL OF TYPE A SIGN ASSY	EA	\$ 12	.00 4.0000	\$	500.00	\$	-	4 \$	500.00
56.00	PERF SQUARE STEEL TUBE POST	LF	\$ 12	.50 282.0000	\$	3,525.00	\$	-	0 \$	-
57.00	POST ANCHOR/BREAK AWAY INSTALL	EA	\$ 150	.00 19.0000	\$	2,850.00	\$	-	0 \$	-
58.00	CONCRETE FOR POST ANCHOR INSTA	EA	\$ 275	.00 4.0000	\$	1,100.00	\$	-	0 \$	-
59.00	TYPE A SIGNS, SHEET ALUMINUM	SF	\$ 20	.00 223.0000	\$	4,460.00	\$	-	0 \$	-
60.00	PVMT PAINTED MARKING	STA	\$ 150	.00 123.0600	\$	18,459.00	\$	-	0 \$	-
61.00	PAINTED SYMBOLS & LEGENDS	EA	\$ 27!	.00 8.0000	\$	2,200.00	\$	-	0 \$	-
62.00	PVMT MARKING RMVL	STA	\$ 125	.00 24.1000	\$	3,012.50	\$	-	0 \$	-
63.00	SYMBOLS & LENGENDS RVML	EA	\$ 125	.00 2.0000	\$	250.00	\$	-	0 \$	-
64.00	TEMP TRAFFIC CONTROL	LS	\$ 15,000	.00 1.0000	\$	15,000.00	0.2 \$	3,000.00	0.5 \$	7,500.00
65.00	TEMP GRAVEL ACCESS DRIVES	TON	\$ 3!	.00 250.0000	\$	8,750.00	215.87 \$	7,555.45	215.87 \$	7,555.45
66.00	CONCRETE BARRIER RAIL	LF	\$ 50	.00 105.0000	\$	5,250.00	\$	-	0 \$	-
67.00	CONVENT SEED/FERT/MULCH TY 4	AC	\$ 800	.00 5.9000	\$	4,720.00	\$	-	0 \$	-
68.00	HYDRAULIC SEED/FERT/MULCH TY 1	AC	\$ 3,97	.00 2.6000	\$	10,335.00	\$	-	0 \$	-
69.00	HYDRAULIC SEED/FERT/MULCH TY 2	AC	\$ 3,67	.00 3.3000	\$	12,127.50	\$	-	0 \$	-
70.00	SWPPP MGMT	LS	\$ 2,40	.00 1.0000	\$	2,400.00	0.25 \$	600.00	0.5 \$	1,200.00
71.00	SILT FENCE OR TUBE 8" DIA	LF	\$	.65 9,900.0000	\$	16,335.00	\$	-	2509 \$	4,139.85
72.00	PERMEABLE DITCH CHECK	LF	\$	.00 535.0000	\$	3,210.00	\$	-	0 \$	-
73.00	RMVL OF SEDIMENT SF,CF, OR DC	LF	\$ (	.50 1,000.0000	\$	500.00	\$	-	0 \$	-
74.00	RMVL OF DEVICE, SF,CF, OR DC	LF	\$ (	.10 9,900.0000	\$	990.00	\$	-	0 \$	-
75.00	BIODEGDE EROSION CONTROL BLNKT	SQ	\$ 10	.00 425.0000	\$	6,800.00	\$	-	0 \$	-
76.00	OPEN THROAT INTAKE PROT DEVICE	EA	\$ 7!	.00 4.0000	\$	300.00	\$	-	2 \$	150.00
77.00	AREA DRAIN, INLET PROT DEVICE	EA	\$ 50	.00 9.0000	\$	450.00	\$	-	3 \$	150.00
78.00	WATERING FO PLANTS	MGAL	\$ 270	.00 40.0000	\$	10,800.00	\$	-	0 \$	-
79.00	INSTAL/FURNISH 2.5" TREE	EA	•	.67 12.0000	\$	6,380.04	\$	-	0 \$	-
80.00	INSTAL/FURNISH 5 GAL SHRUBS	EA		.48 48.0000	\$	2,087.04	\$	-	0 \$	-
81.00	INSTAL/FURNISH 1 GAL PERENNIAL	EA	•	.35 1,890.0000	\$	21,451.50	\$	-	0 \$	-
82.00	AMENDED SOIL 24"	CY	•	.50 857.0000	\$	74,987.50	\$	-	0 \$	-
83.00	LIMESTONE OUTCROPPING	SF	•	.15 520.0000	\$	38,558.00	\$	-	0 \$	-
84.00	LIMESTONE EDGING	LF	•	.60 80.0000	\$	1,168.00	\$	-	0 \$	-
85.00	DECORATIVE ROCK MULCH	CF	\$ !	.35 3,115.0000	\$	16,665.25	\$	-	JO \$	-

### ST. ANDREWS DRIVE

86.00	SITE FUNITURE- BENCH	EA	\$ 6,400.00	1.0000	\$ 6,400.00		\$ -	0	\$ -
87.00	SITE FURNITURE- BIKE REPAIR ST	EA	\$ 2,000.00	1.0000	\$ 2,000.00		\$ -	0	\$ -
88.00	LIGHT ASSY- L1, RDWY LIGHT/REC	EA	\$ 6,200.00	6.0000	\$ 37,200.00		\$ -	0	\$ -
89.00	LIGHT ASSY-L2, PED LIGHT	EA	\$ 4,000.00	8.0000	\$ 32,000.00		\$ -	0	\$ -
90.00	LIGHT ASSY- L3, CTR ISLD UPLGT	EA	\$ 580.00	10.0000	\$ 5,800.00		\$ -	0	\$ -
91.00	CONTROL CABINET	EA	\$ 11,860.00	1.0000	\$ 11,860.00		\$ -	0	\$ -
92.00	ELECTRICAL CIRCUITS	LF	\$ 9.00	1,900.0000	\$ 17,100.00	100	\$ 900.00	100	\$ 900.00
93.00	HANDHOLES/JUNCTION BOXES	EA	\$ 406.00	10.0000	\$ 4,060.00		\$ -	0	\$ -
94.00	RECPETACLE- CTR ISLD	EA	\$ 450.00	4.0000	\$ 1,800.00		\$ -	0	\$ -
95.00	EROSION STONE	TON	\$ 30.00	235.0000	\$ 7,050.00		<del>\$</del> -	0	\$ -
96.00	REVENTMENT CLASS E	TON	\$ 48.00	75.0000	\$ 3,600.00		\$ -	52	\$ 2,496.00
97.00	TEMP FENCE CONSTRUCTION 48"	LF	\$ 12.00	700.0000	\$ 8,400.00		\$ -	748	\$ 8,976.00
98.00	MOBILIZATION MPI	LS	\$ 100,000.00	1.0000	\$ 100,000.00	0	\$ -	0.5	\$ 50,000.00
99.00	MAINT OF POSTAL SERVICE	LS	\$ 500.00	1.0000	\$ 500.00	0.25	\$ 125.00	0.5	\$ 250.00
100.00	MAINT OF SOLID WASTE COLLECTION	LS	\$ 500.00	1.0000	\$ 500.00	0.25	\$ 125.00	0.5	\$ 250.00
101.00	CONCRETE WASHOUT	LS	\$ 2,500.00	1.0000	\$ 2,500.00	0.25	\$ 625.00	0.25	\$ 625.00
	Stored Material - PCC Material	LS	\$ 46,205.83					0.7	\$ 32,344.08
	Stored Material - Bench	LS	\$ 6,100.00					1	\$ 6,100.00
_		•		Totals	\$ 2,346,401.56	Total Current	\$ 355,205.05	Total To Date	\$ 996,848.23

Original Contract Sum Net Change by Change Order	\$ 2,346,401.56
Contract Sum to Date	\$ 2,346,401.56
Total Completed and Stored to Date	\$ 996,848.23
Less Retainage (5%)	\$ 49,842.41
Total Earned Less Retaingae	\$ 947,005.82
Less Previous Certifcates for Payment	\$ 573,039.15

Current Payment Due \$ 373,966.67

Contractor Metro Pavers, INC.	<u>ت</u>	Engineer Shive-Hattery	, INC,	Owner City of North I	Liberty
Tyler Duster		Josiah Bilsken	nper, P.E.	Ryan Heiar	
Title	Project Manager	Title	Project Engineer	Title	City Administrator
Date	6/16/2020	Date	06 / 16 / 20	Date	



## Vintage Estates PAD



May 6, 2020

Terry L. Donahue, Mayor City of North Liberty 3 Quail Creek Circle North Liberty IA 52317 Staff Note: Items 4-7 in the recommendation have been provided and are included in the background material.

Re: Request of Harvest Investments, LLC for a zoning map amendment on 8.51 acres, more or less, from ID – Interim Development District to RS-4 PAD Single-Unit Residence District Planned Area Development on Lot 6 Country Pines Subdivision, which is located at 175 South Jones Boulevard.

### Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its May 5, 2020 meeting. The Planning Commission took the following action:

### **Findings:**

- 1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan;
- 2. The proposed use and density of the development would be compatible with the area;
- 3. The zoning map amendment achieves consistency with Section 168.12 of the North Liberty Code of Ordinances, entitled "PAD Zone Planned Area Development Overlay District and the site plan achieves consistency with Section 165.04(2) of the North Liberty Code of Ordinances entitled, "Site Plan Requirements".

### **Recommendation:**

The Planning Commission accepted the three listed findings and forwards the request of Harvest Estates, LLC for a zoning map amendment on 8.51 acres, more or less, from ID – Interim Development District to RS-4 PAD Single-Unit Residence District Planned Area Development on Lot 6 Country Pines Subdivision, which is located at 175 South Jones Boulevard, to the City Council with a recommendation for approval subject to the following conditions:

- 1. That the applicant dedicate such right-of-way and public easements to the City as are set forth in the site plan and/or required by North Liberty Code of Ordinances, subject to approval as to form and content by the City Attorney;
- 2. That the development be subject to the design standards and maximum height limitations for buildings in the single-unit residence district;
- 3. That no building in the proposed development have basements:
- 4. That additional detail be provided on the location, style and height of the entrance gate and the sign to be installed on it prior to City Council's consideration of the zoning map amendment;
- 5. That a rendering depicting the color and material type of the clubhouse be provided prior to City Council's consideration of the zoning map amendment;

- 6. That a color rendering in elevation of the proposed landscaping prior to City Council's consideration of the zoning map amendment;
- 7. That applicant demonstrate the site plan's consistency with the City's post-construction storm water runoff control ordinance, as determined by the City Engineer, prior to City Council's consideration of the zoning map amendment; and
- 8. That the applicant pay the Jones Boulevard improvement fees, which is \$105 per linear foot along South Jones Boulevard, totally \$61,500.60, prior to any site construction or building permit issuance.

The vote for approval was unanimous (6-0).

Becky Keogh, Chairperson North Liberty Planning Commission

# PAD SITE PLAN FOR VINTAGE ESTATES

CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

CONTRACT PURCHASER/APPLICANT

HARVEST INVESTMENT, LLC.

# ID: Interim Development Quail Ridge Ninth Addition Agriculture ST ANDREWS DR

### **VICINITY MAP**

### **Index of Sheets**

Sheet Number	Sheet Title
C100	TITLE SHEET
C101	PROJECT INFORMATION
C200	DEMOLITION PLAN
C300	DIMENSION PLAN
C400	UTILITY PLAN
C500	STORM SEWER PLAN
C600	GRADING AND EROSION CONTROL PLA
C700	PLANTING PLAN
C800	INTERSECTION DETAILS

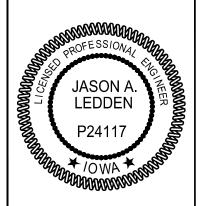


NOT TO SCALE

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. 'I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa.

Nicholas H. Streng, ASLA 06/15/2020

My License Renewal Date is December 31, 2021



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the

SHEET C800

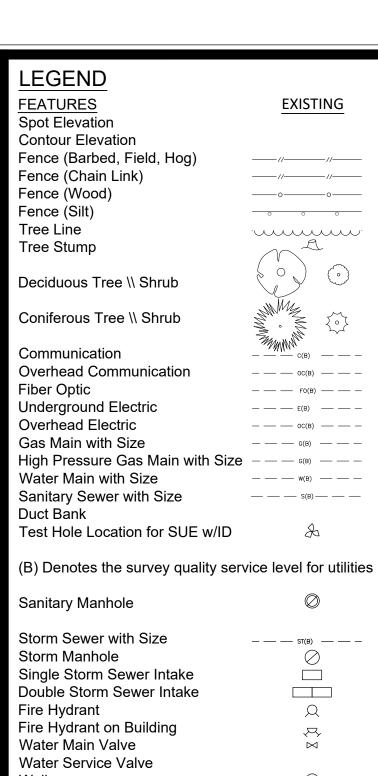
Jason A. Ledden, P.E. License Number P24117 My License Renewal Date is December 31, 2020 Pages or sheets covered by this seal:

Project No: 119.1037

Sheet C100

& ASSOCIATES

NORTH LIBERTY,



### **Utility Pole** $\Rightarrow$ Guy Anchor Utility Pole with Light $\bigcirc - \not \sim$ **Utility Pole with Transformer** Street Light Yard Light Electric Box Electric Transformer Traffic Sign Communication Pedestal Communication Manhole Communication Handhole Fiber Optic Manhole Fiber Optic Handhole Gas Valve Gas Manhole Gas Apparatus Fence Post or Guard Post Underground Storage Tank (UST) (AST) Above Ground Storage Tank Satellite Dish Mailbox Sprinkler Head Irrigation Control Valve

### UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI  $\!\!\!/$  ASCE 38-02 STANDARD.

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL

JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE

QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

### **UTILITY WARNING**

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.



### NOTES

- A. NOTIFY UTILITY PROVIDERS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND COORDINATE WITH UTILITY PROVIDERS AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION, AND DEPTH OF ALL UTILITIES. PROTECT ALL UTILITY LINES AND STRUCTURES NOT SHOWN FOR REMOVAL OR MODIFICATION. ANY DAMAGES TO UTILITY ITEMS NOT SHOWN FOR REMOVAL OR MODIFICATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.
- B. CONSTRUCTION OF ALL STREET AND UTILITY IMPROVEMENTS SHALL CONFORM TO THE 2020 SUDAS STANDARD SPECIFICATIONS, THE CITY OF NORTH LIBERTY SUPPLEMENTAL SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- C. LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.
- D. ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN CONSTRUCTION ACTIVITIES OBSTRUCT PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED. FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT AND
- E. NOTIFY OWNER, ENGINEER, AND CITY OF NORTH LIBERTY AT LEAST 48 HOURS PRIOR TO
- F. CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUITABLE MATERIAL AND COMPACT TO 95% MAXIMUM DENSITY.
- G. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED

PLANS, THE DETAILED PLANS SHALL GOVERN.

NORTH AND WEST PROPERTY LINES.

- H. CONTRACTOR SHALL PERFORM EXPLORATORY EXCAVATION FOR DRAINAGE TILE ALONG
- I. DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.
- J. CONTRACTOR TO LOAD AND TRANSPORT ALL MATERIALS CONSIDERED TO BE UNDESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE.
- K. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES.
- L. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
- M. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES IN A TIMELY MANNER.
- N. THE ADJUSTMENT OF ANY EXISTING UTILITY APPURTENANCES TO FINAL GRADE IS CONSIDERED INCIDENTAL TO THE SITE WORK.
- O. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES AS NECESSARY. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ANY EXISTING EROSION CONTROL MEASURES ON SITE AT THE TIME OF CONSTRUCTION. GRADING AND SOIL EROSION CONTROL CODE REQUIREMENTS SHALL BE MET BY CONTRACTOR. A GRADING PERMIT IS REQUIRED FOR THIS PROJECT.
- P. CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL, TELEPHONE AND ANY OTHER FRANCHISE UTILITY SERVICES WITH UTILITY SERVICE PROVIDER, CITY OF NORTH LIBERTY, AND THE OWNER PRIOR TO CONSTRUCTION.
- Q. CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" VERTICAL AND HORIZONTAL CLEARANCE BETWEEN UTILITIES. CONTRACTOR TO COORDINATE UTILITY ROUTING TO BUILDING AND VERIFY CONNECTION LOCATIONS AND INVERTS PRIOR TO
- R. ALL PROPOSED STORM SEWER, SANITARY SEWER, AND WATER MAIN WILL BE PRIVATE.
- S. ALL MAINTENANCE OF COMMON GROUND AND CLUBHOUSE WILL BE THE RESPONSIBILITY
- T. THE BUILDING LINES SHOWN ARE FOR MAXIMUM BUILDING FOOTPRINT.

UTILITY CONTACT INFORMATION

UTILITY CONTACT FOR MAPPING INFORMATION

SHOWN AS RECEIVED FROM THE IOWA ONE

CALL DESIGN REQUEST SYSTEM, TICKET

Contact Name : Alliant Energy Field Engineer

Contact Email: locate\_IPL@alliantenergy.com

Contact Email: <a href="mailto:nunemaker@linncountyrec.com">nunemaker@linncountyrec.com</a>

Contact Email: <a href="mailto:crhemphill@midamerican.com">crhemphill@midamerican.com</a>

Contact Email: <a href="mailto:tpalmer@northlibertyiowa.org">tpalmer@northlibertyiowa.org</a>

 $Contact\ Email: \underline{brian@southslope.com}$ 

Contact Email: <a href="mailto:cnorton@mediacomcc.com">cnorton@mediacomcc.com</a>

NUMBER 552001248.

Contact Phone: 8002554268

Contact Name : Johna Nunemaker

Contact Name : Carson Hemphill Contact Phone: 3193414461

NORTH LIBERTY, CITY OF

Contact Phone: 3196265736

SOUTH SLOPE TELEPHONE

Contact Name : Brian Frese

Contact Phone: 3192277111

MEDIACOM IOWA CITY

Contact Name : Carl Norton Contact Phone: 3195946201

Contact Name : Tom Palmer

Contact Phone: 3193771587

ALLIANT ENERGY

LINN COUNTY REC

MIDAMERICAN-GAS

U. CONTRACTOR SHALL SCHEDULE INSPECTION WITH THE CITY OF NORTH LIBERTY WHEN DRAINAGE TILES ARE LOCATED AND THE CITY OF NORTH LIBERTY IS GRANTED THE AUTHORITY TO INSPECT ALL WORK ASSOCIATED WITH LOCATED DRAINAGE TILES. DIGGING SHOULD BE ALONG THE ENTIRE NORTHERN AND WESTERN PROPERTY LINES TO A DEPTH OF 4 FEET.

CONTROL POINTS

BENCHMARKS

BM500 ELEV=788.01

IARTN DERIVED - US SURVEY FEET

IOWA SOUTH STATE PLANE COORDINATE SYSTEM

CP10 N=640693.83 E=2154174.78 Z=787.11

CP11 N=640362.68 E=2154180.26 Z=779.89

CP12 N=640001.23 E=2154187.97 Z=776.48

NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

IRON ROD WITH CONTROL CAP (AS SHOWN ON SURVEY)

IRON ROD WITH CONTROL CAP (AS SHOWN ON SURVEY)

IRON ROD WITH CONTROL CAP (AS SHOWN ON SURVEY)

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)

BOLT ON FIRE HYDRANT, BOLT WITH 'X' AT ARROW

V. THE PCC PRIVATE ROAD PAVEMENT SHALL BE DESIGNED TO SUPPORT 75,000 LBS.

### EXISTING ZONING

ID - INTERIM DEVELOPMENT DISTRICT

### PROPOSED ZONING

RS-4: PAD - SINGLE-UNIT RESIDENTIAL DISTRICT PLANNED AREA DEVELOPMENT

### PROPERTY DESCRIPTION

LOT 6, COUNTRY PINES SUBDIVISION

### PROPERTY ADDRESS

175 S JONES BLVD

### LAND USE

30 AGE RESTRICTED SINGLE FAMILY DWELLING UNITS AND A CLUBHOUSE

LOT 1: 8.42 AC (366,719 SF) DENSITY: 3.56 UNITS / ACRE

### **BUILDING DESCRIPTION**

MAXIMUM UNIT SF = 2,716 SF CLUBHOUSE = 6,507 SF TOTAL MAX BUILDING AREA = 87,987 SF

### **BULK REGULATIONS**

OVERALL FRONT YARD SETBACK: 30' REAR YARD SETBACK: 30' SIDE YARD SETBACK: 30'

INTERIOR
MINIMUM SEPARATION DISTANCE: 10'
FRONT YARD SETBACK: 25' FROM BACK OF CURB
REAR YARD: 20' FROM OTHER UNITS

### PROPERTY ACRAGE

TOTAL: 8.51 AC (370,819 SF) LOT 1: 8.42 AC (366,719 SF) STREETLOT A: 0.09 AC (4,100 SF)

### PARKING CALCULATIONS

REQUIRED:
2 PARKING STALLS PER UNIT
30 UNITS X 2 SPACES = 60 PARKING SPACES REQUIRED

PROVIDED:
2 GARAGE STALLS PER UNIT
30 UNITS X 2 GARAGE STALLS = 60 SPACES
2 DRIVEWAY STALLS PER UNIT
30 UNITS X 2 DRIVEWAY STALLS = 60 SPACES
CLUBHOUSE PARKING = 20 SPACES

TOTAL REQUIRED = 60 SPACES PROVIDED = 140 SPACES

### POLLUTION PREVENTION NOTES

### A. POLLUTION PREVENTION AND EROSION PROTECTION

- 1. CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.
- 2. DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER. FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR

### B. STORM WATER DISCHARGE PERMIT

- 1. THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- 2. ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS, SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN WATER ACT AND THE CODE OF
- 3. A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON PROJECT ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

### C. POLLUTION PREVENTION PLAN

- 1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN MADE DURING CONSTRUCTION.
- 2. THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMP'S AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE AND IMPLEMENT. ADDITIONAL BMP'S FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.
- 3. THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
- 4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMP'S UNLESS INFEASIBLE OR NOT APPLICABLE:
- a. UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS, PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, AND MINIMIZE SOIL COMPACTION.
- b. INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.
- c. PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.
- MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.
- e. INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS. RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.
- f. PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE PREVENTION.
- g. INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS SOON AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM SEWERS ARE INSTALLED.
- h. RESPREAD A MINIMUM OF 6 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
- i. STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, SOD, OR PAVEMENT IMMEDIATELY AS SOON AS POSSIBLE UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES IMMEDIATELY AFTER CONSTRUCTION ACTIVITY IS FINALLY COMPLETED OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WHICH WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- j. COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED ONSITE.
- k. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".

### D. PROJECT SPECIFIC REQUIREMENTS FOR POLLUTION PREVENTION AND EROSION PROTECTION

- 1. RESPONSIBILITIES OF THE OWNER:
- a. SIGN NPDES CERTIFICATION STATEMENT AS PERMITEE
- b. ALL REQUIREMENTS NOT ASSIGNED TO OTHERS
- 2. RESPONSIBILITIES OF THE ENGINEER
- a. CREATE THE INITIAL SWPPP.
- b. PUBLISH THE PUBLIC NOTICE OF STORM WATER DISCHARGE.
- c. FILE THE NOTICE OF INTENT WITH APPLICATION FEE FOR NPDES GENERAL PERMIT No. 2 COVERAGE.
- d. SUBMIT THE NOTICE OF DISCONTINUATION.
- 3. RESPONSIBILITIES OF THE CONTRACTOR:
- a. SIGN NPDES CERTIFICATION STATEMENT AS CO-PERMITEE AND COORDINATING CERTIFICATION OF SUBCONTRACTOR CO-PERMITEES.
- b. COMPLY WITH THE REQUIREMENTS OF THE GENERAL PERMIT No.2 AND THE SWPPP
- c. INSTALL, MAINTAIN, AND REMOVE EROSION CONTROL AND POLLUTION PREVENTION MEASURES.
- d. WEEKLY INSPECTIONS AND CORRESPONDING RECORDS.

UPDATE AND MAINTAIN THE ONSITE SWPPP.

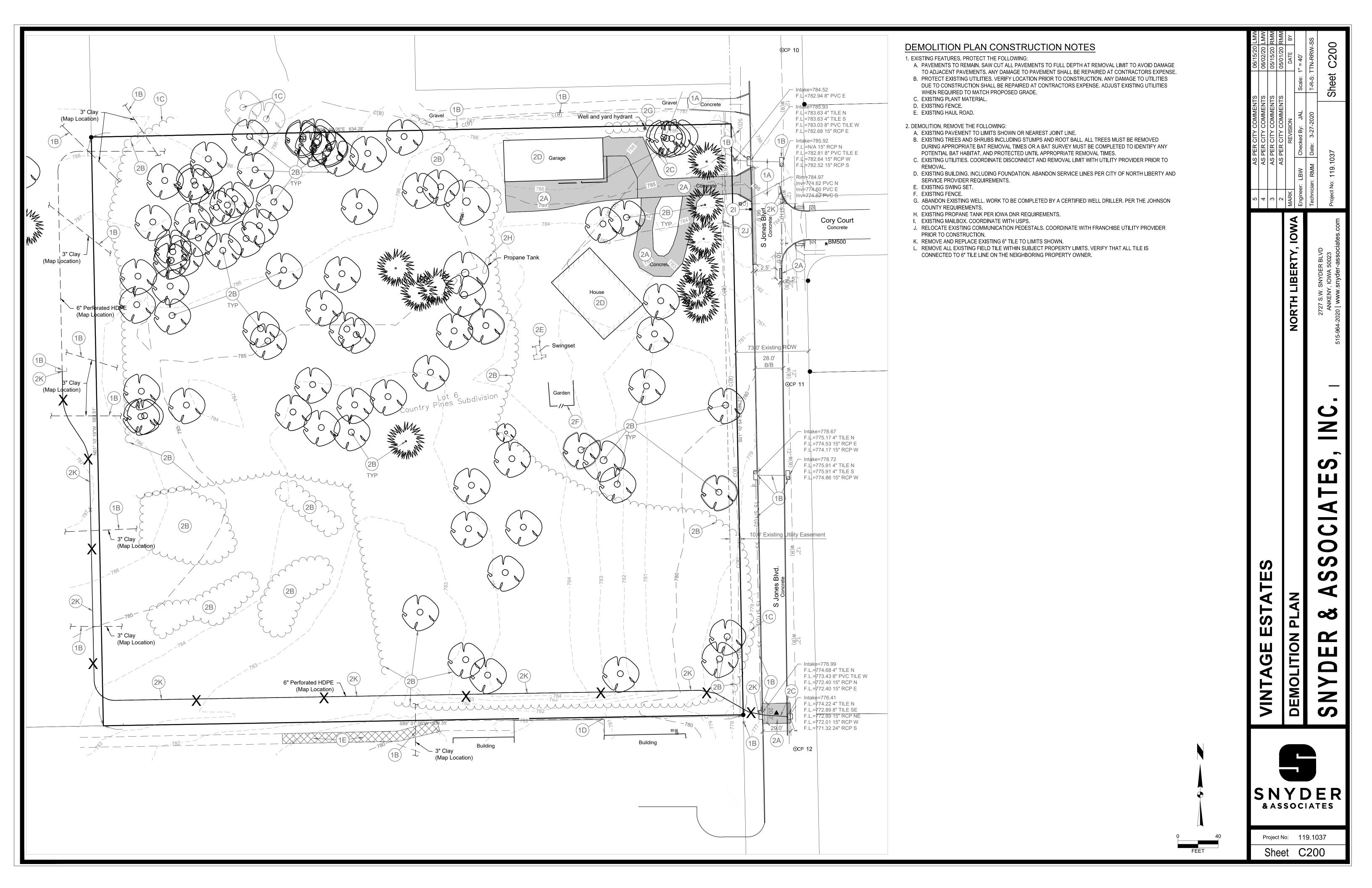
f. COOPERATE TO PROVIDE INFORMATION UNDER THE RESPONSIBILITY OF OTHERS

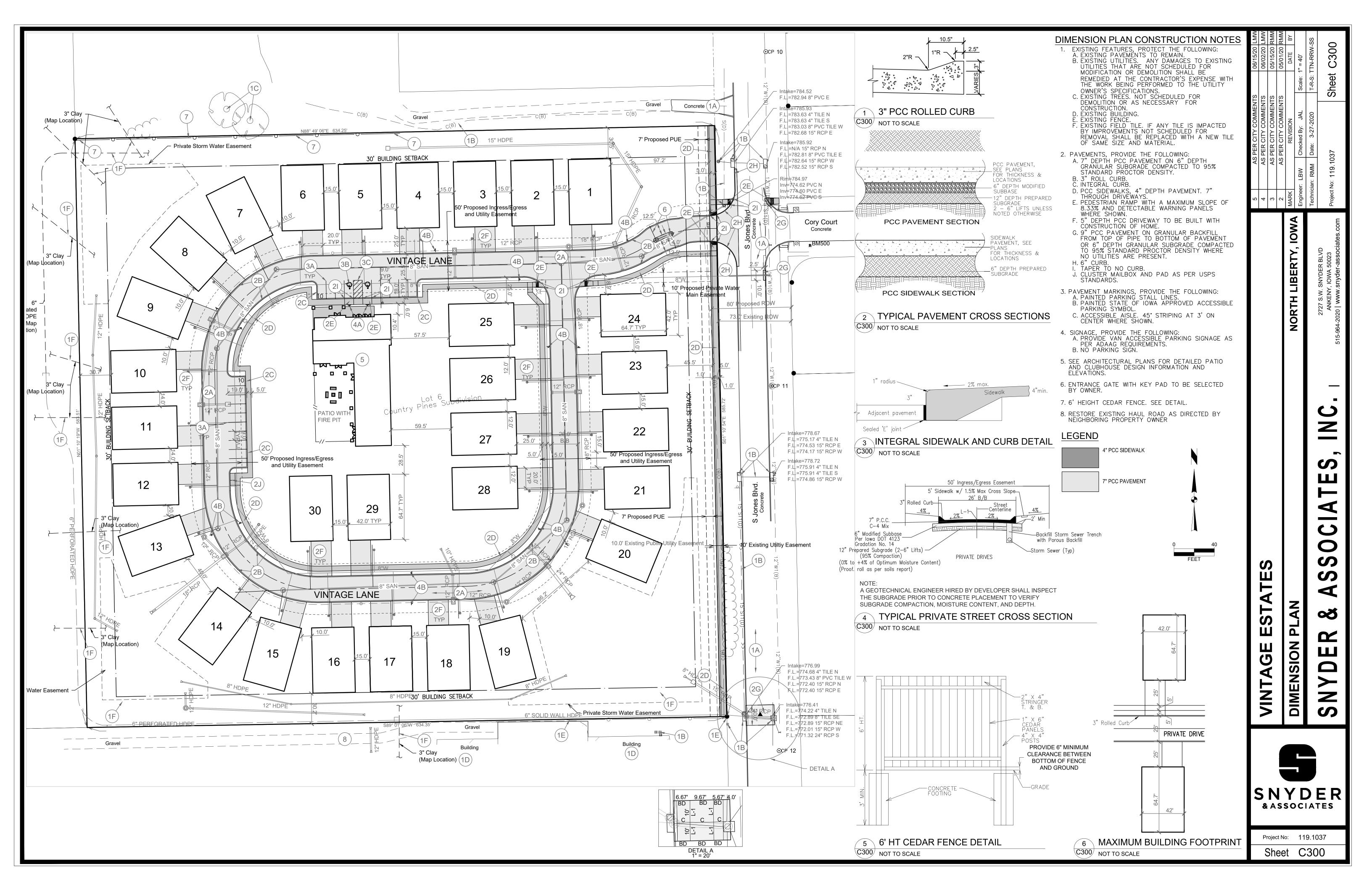
		2	AS PER CITY COMMENTS	TS	06/15/20 LM
		4	AS PER CITY COMMENTS	TS	06/02/20 LM
		3	AS PER CITY COMMENTS	TS	05/15/20 RN
		2	AS PER CITY COMMENTS	TS	05/01/20 RN
	NOD THE INTENT	MARK	REVISION		DATE BY
		Engineer: LBW	Checked By: JAL	Scale: 1	Scale: 1" = SCALE
		Technician: RMN	Technician: RMM Date: 3-27-2020	T-R-S: T	T-R-S: TTN-RRW-SS
( <u> </u>	2727 S.W. SNYDER BLVD				
	ANKENY, IOWA 50023	Project No: 119 1037	1037	Shoot 0101	7101
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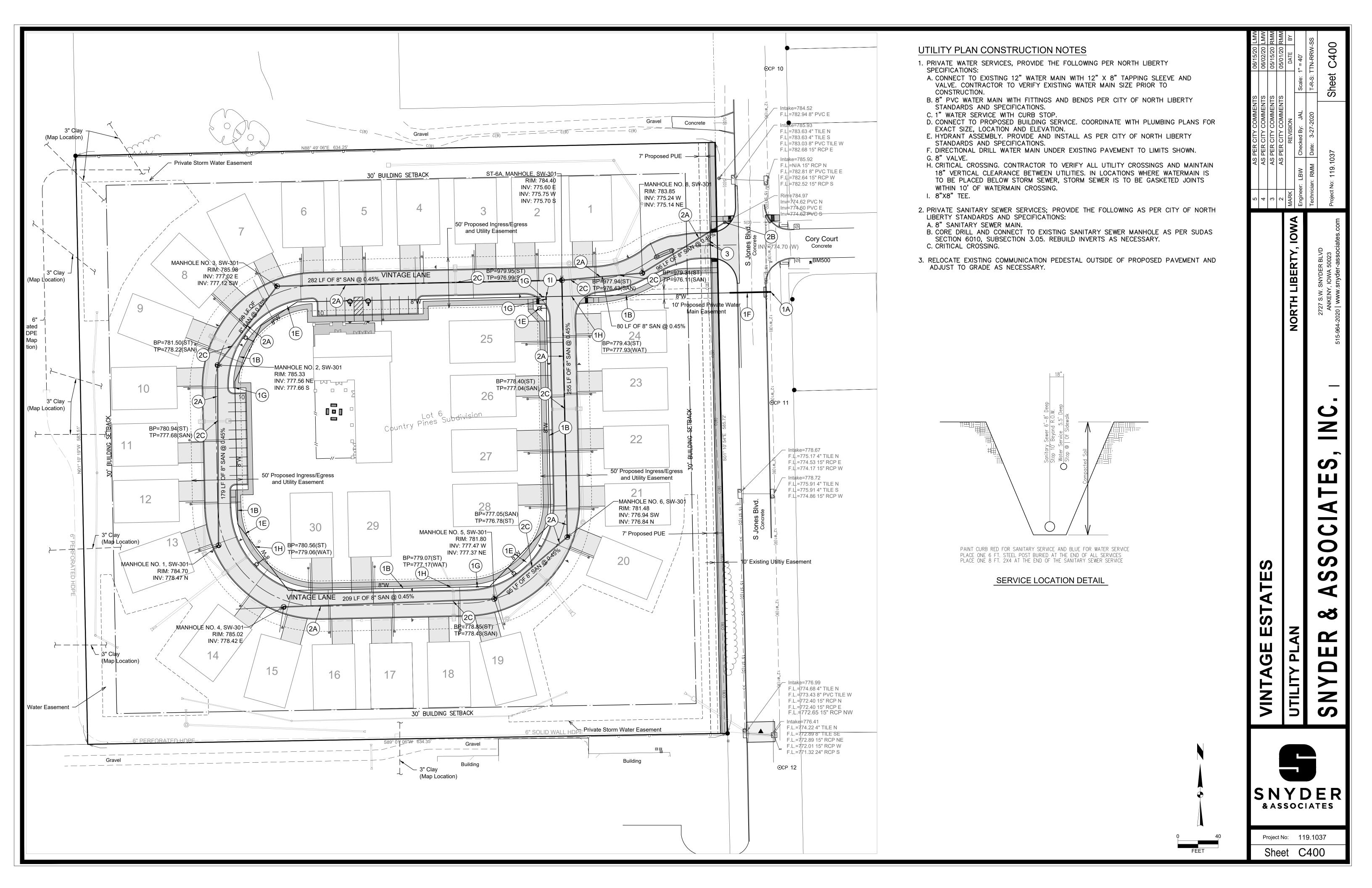
# PROJECT INFORMATION SNYDER & ASSOCIATES, IN

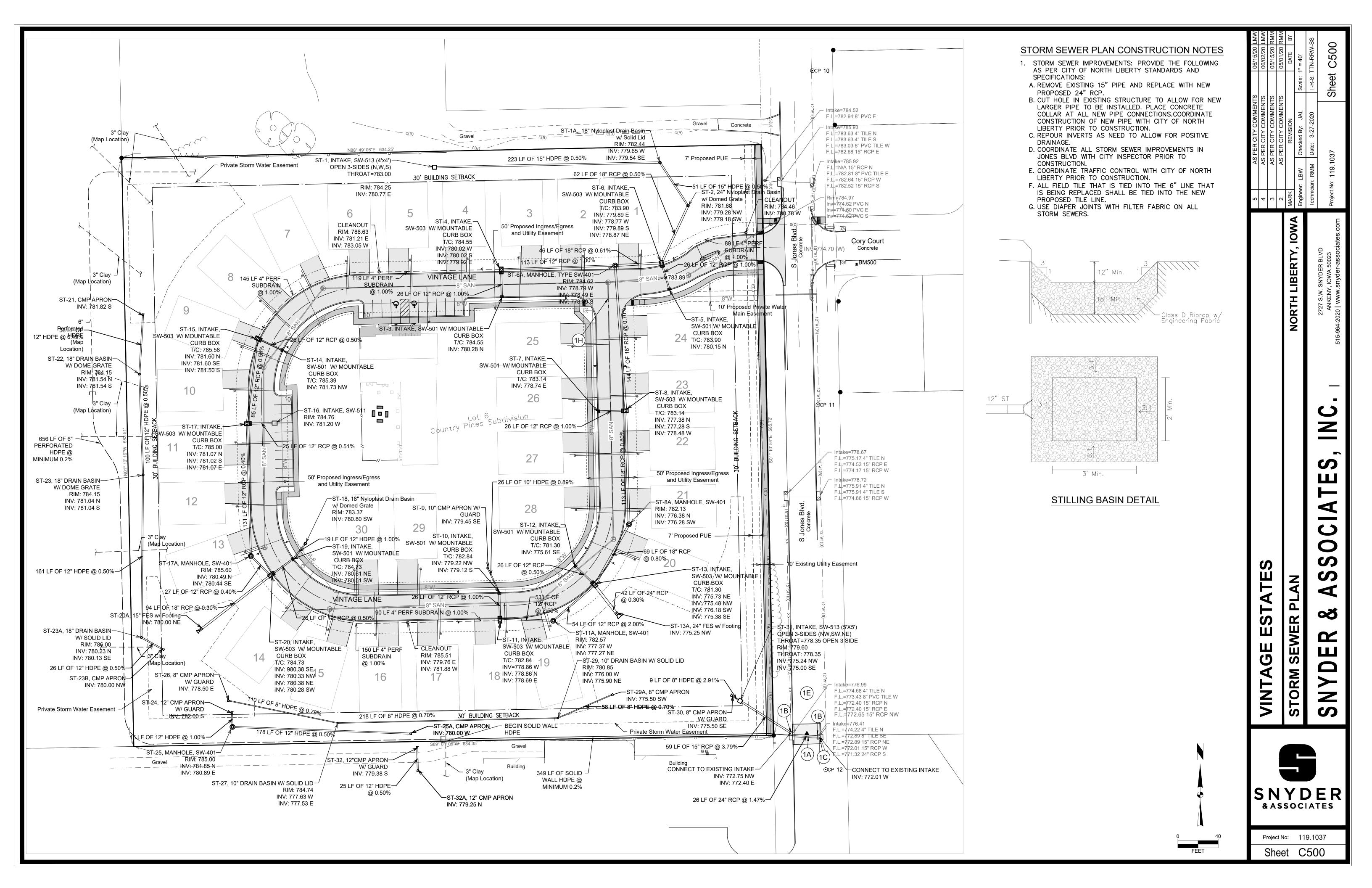
Project No: 119.1037 **Sheet C101** 

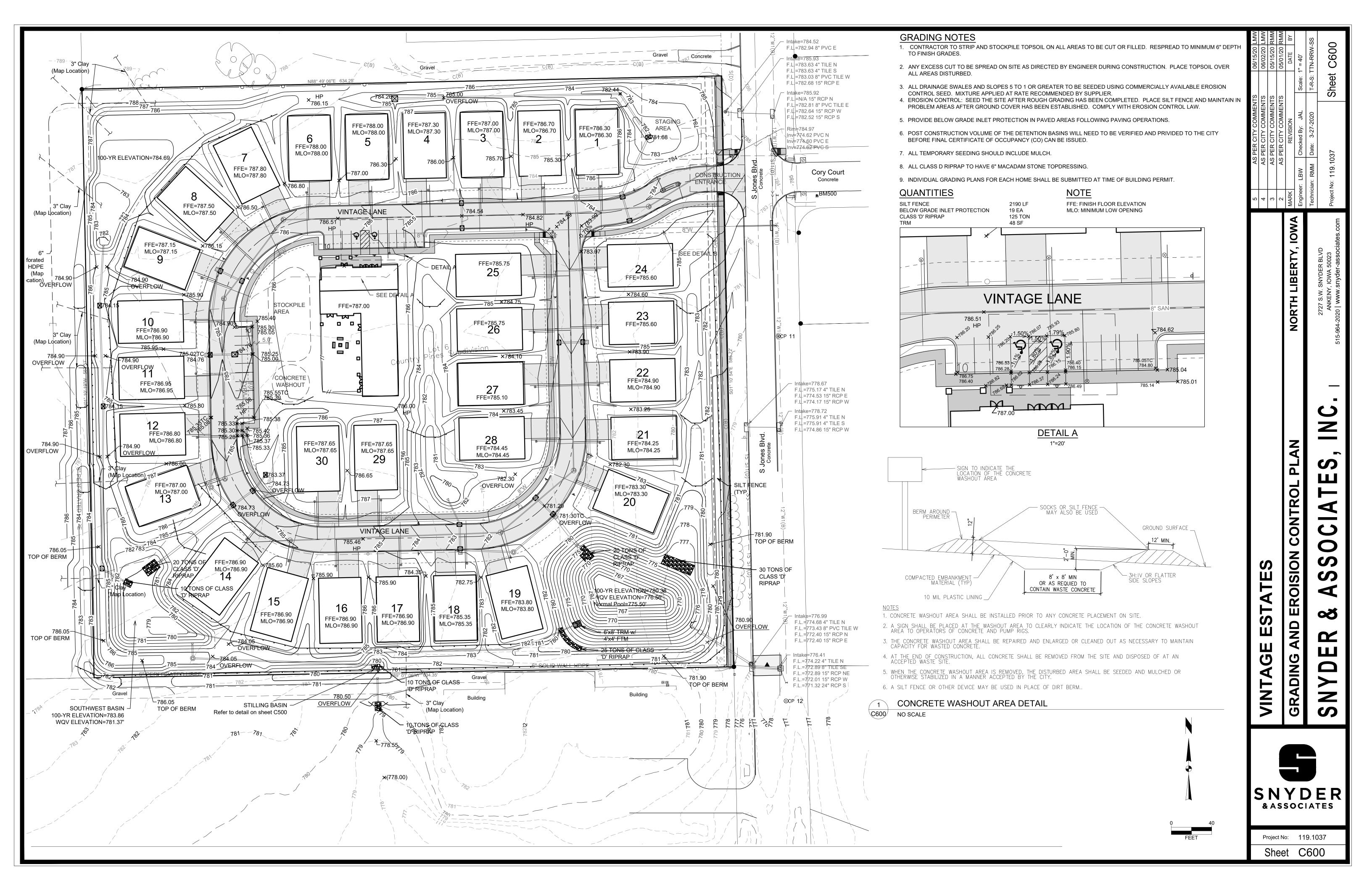
& ASSOCIATES

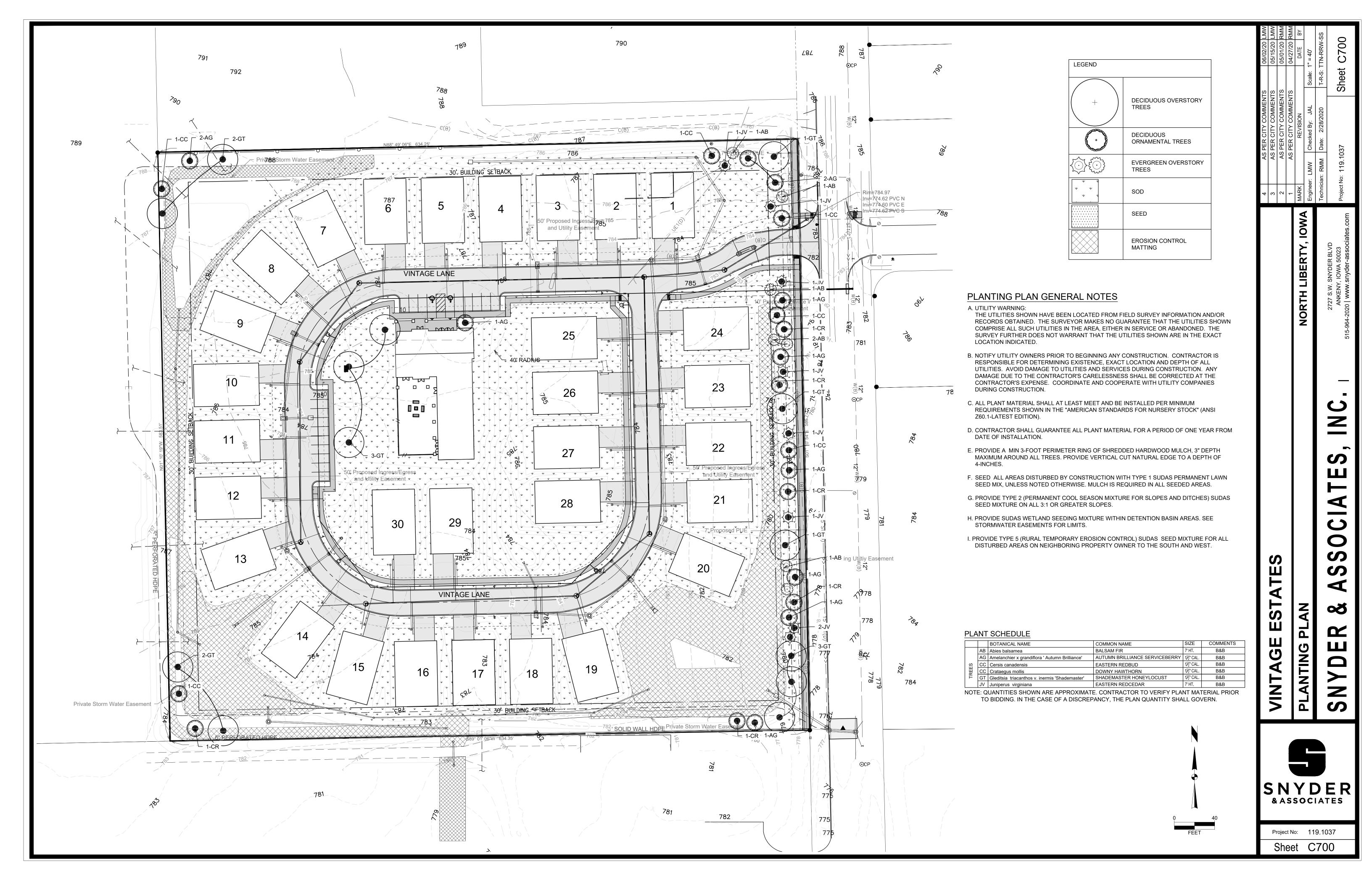


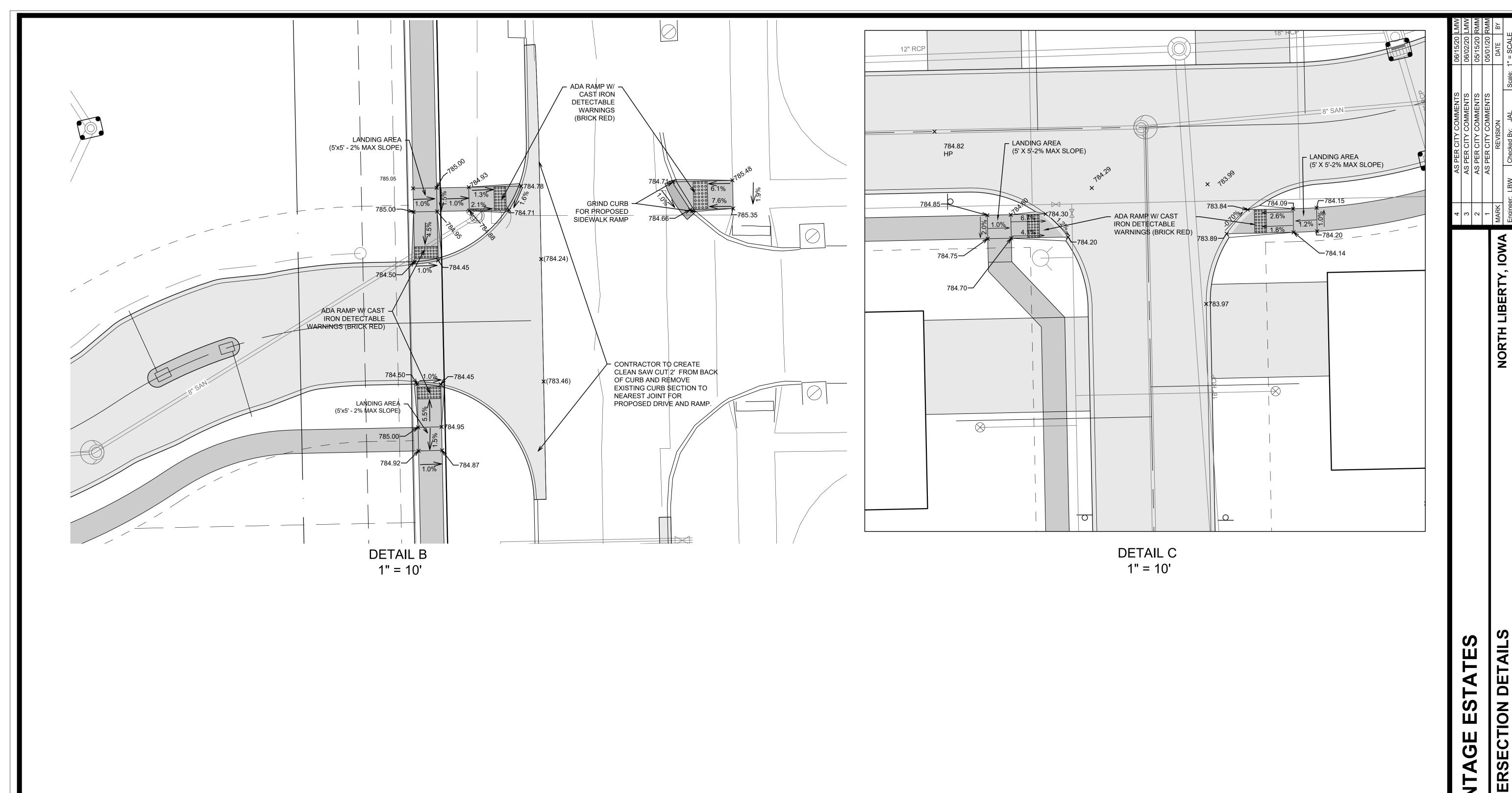


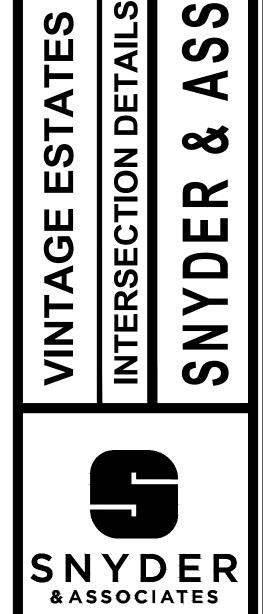












Project No: 119.1037

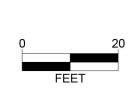
Sheet C800



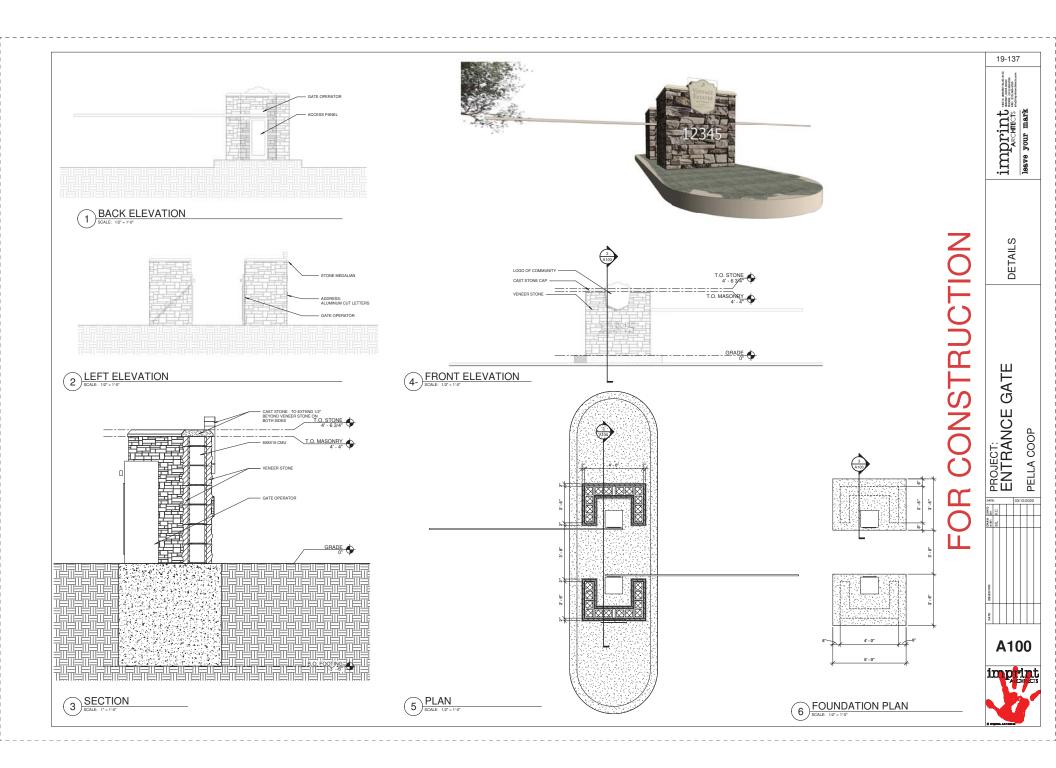
**ENTRANCE** 

JONES BLVD.



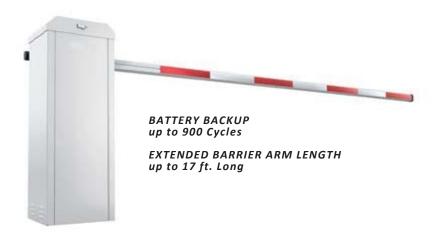






# HIGH-TRAFFIC DC BARRIER GATE OPERATOR

Reliable barrier operator for heavy-traffic applications.



### RELIABLE

HEAVY-DUTY DC MOTOR PERFORMS IN THE MOST DEMANDING APPLICATIONS.

BATTERY BACKUP SAFEGUARDS YOUR PROPERTY, PROVIDING 900 CYCLES WHEN THE POWER IS DOWN.

SMOOTH START/STOP OPERATION EXTENDS LIFE OF OPERATOR.

MAGNETIC LIMIT SENSORS ARE DESIGNED FOR HIGH-CYCLE APPLICATIONS.

SURGE SUPPRESSION PROVIDES INDUSTRIAL SURGE AND LIGHTNING PROTECTION.

**WARRANTY** OF 10 YEARS FOR ALUMINUM FRAME AND 2 YEARS FOR PARTS.

### **SMART**

SAMS (SEQUENCED ACCESS MANAGEMENT SYSTEM) PROVIDES CONTROL BETWEEN BARRIER AND SLIDE/SWING GATE OPERATOR TO MAXIMIZE TRAFFIC FLOW.

AUXILIARY PROGRAMMABLE RELAY MAKES ADDING ADDITIONAL ACCESSORIES EASY.

**MULTI-VEHICLE MEMORY** ALLOWS BARRIER ARM TO REMAIN OPEN UNTIL ALL PREAUTHORIZED VEHICLES PASS THROUGH.

### SAFE AND SECURE

FIRE-DEPARTMENT COMPLIANCE ALLOWS GATE TO AUTO-OPEN UPON LOSS OF AC POWER OR BATTERY DEPLETION.

BREAKAWAY ARM CAN BE EASILY REINSTALLED IF ARM IS HIT.

**ANTI-TAILGATE** QUICKLY SECURES PROPERTY, PREVENTING UNAUTHORIZED ACCESS.

SECURITY+ 2.0° SAFEGUARDS ACCESS WITH AN ENCRYPTED TRI-BAND SIGNAL TO VIRTUALLY ELIMINATE INTERFERENCE AND OFFER EXTENDED RANGE.

### **RECOMMENDED ACCESSORIES:**

### LED BARRIER ARM

Aluminum arm with integrated red LED light and DOT tape provides exceptional visibility 24 hours a day.

### HEAVY-DUTY RETRO-REFLECTIVE PHOTO EYE

Rated up to a 40-foot sensing distance and 24-240VAC/DC, non-monitored.



### RED/GREEN TRAFFIC LIGHT

Assures safe entering and exiting by indicating door status.



### LOW-POWER LOOP DETECTOR

Automatic sensitivity settings for ease of vehicle detection. Power-efficient design for max. cycles on battery backup.



### COMMERCIAL ACCESS CONTROL RECEIVER

Standalone commercial receiver with Security+ 2.0 and IP44 housing designed for outdoor environments; can program up to 1,000 remotes for your parking or commercial applications.



### **OPTIONAL ACCESSORIES:**

### CONNECTED ACCESS PORTAL, HIGH CAPACITY

Cloud-based access control for residents and guests.



### CONNECTED ACCESS PORTAL, 2-DOOR CONTROLLER

Cloud-based, credentialed access control.



### MASTERFUL ENGINEERING.



### **BASE DIMENSIONS:**

MΔ 41.03" H x 16.37" W x 13.50" D MAT 41.95" H x 14.46" W x 13.79" D

### **OPERATOR WEIGHTS (WITHOUT ARM):**

Mega Arm Pedestal 89 lbs. Mega Arm Tower 113 lbs.

### **POWER**



- 120V Applications
- 220V Optional
- Accessory Power 24VDC 500 mA

### COMMERCIAL-GRADE DESIGN



-Cover:

MA-UV-Resistant Polyethylene

MAT-Full Aluminum Cabinet

- -UL® 325 and UL 991: Class I, II, III and IV
- Recommended Capacities:

Max. Arm Length—9-17 ft. Aluminum or PVC Arm Cycles-6,000/Day

### Seconds **SPEED** to Open Seconds to Close

### **MECHANICS** -



- -24VDC/800 RPM Continuous-Duty Motor
- -1/2 HP Equivalent
- Gear Reduction 60:1 Reducer in Synthetic Oil Bath
- Chassis: Powder-Coated 1/4 in. Aluminum Alloy

### LED BARRIER ARM SPECIFICATIONS



- Arm Material: Aluminum - Operating Voltage: 12VDC

-Lamp Type: LED 2528 IP68 Silica Gel Filled

- Color: Red/White - Power: 14.4 W/m

-UL Listed: UL 325 and UL 991-Class I, II, III and IV

- Warranty: 6-Month Limited

### TEMPERATURE SPECIFICATIONS

-13°F (-25°C) to 140°F (60°C)

12' Round 12 ft. x 3 in. x 2-1/4 in.; 17 lbs. (10 ft. 9-3/4 in. Installed)

17' Round 17 ft. x 3 in. x 2-1/4 in.; 25 lbs. (14 ft. Installed)

### ADDITIONAL ARM OPTIONS.

- 10' Articulating-Red/White Stripe Articulating Arm (10-ft. Arm Length)

- 12f' LED-Red/White LED Arm (12-ft. Arm Length)
- 15' round—Red/White Stripe (15-ft. Arm Length)
- 17' LED-Red/White LED Arm\* (17-ft. Arm Length)
- 17' Round Aluminum-Red/White Stripe\*\* (17-ft. Arm Length)

-9' Articulating PVC—Red/White Stripe Articulating Arm (9-ft. Arm Length)

\*Requires Counterweight MALEDCW

\*\*Requires Counterweight MA117

### FEATURES.

### **BUILT-IN 110V CONVENIENCE OUTLET**

- Simplifies Adding or Powering Up Accessory Devices and Saves the Expense of Having to Add an Extra Outlet

### UNIVERSAL CONTROLLER WITH 8 INPUTS

- Allows for the Connection of a Full Range of Optional External Devices

### RIGHT- OR LEFT-HANDED OPERATION

- Provides Flexibility to Fit your Application

and Ease of Installation

### 850LM RADIO RECEIVER

- Universal Receiver for Commercial Applications
- Virtually Eliminates Interference and Improves Range to Access Your Home or Facility

### **HEATER**

- Maintains a Suitable Temperature Inside

the Operator When Reaching Below 32°F; 150 W (MA Only) or 500 W (MAT Only)



### SLIP CLUTCH

- Allows Arm to Be Manually Pushed Open without Damaging the Gearbox or Sheer Pins; Arm Automatically Resets to Normal Closed Position upon Receiving Activation

1605 N. ANKENY BLVD #130 ANKENY, IOWA 50023 PHONE: (515) 965-5336 FAX: (515) 965-5335 info@imprintarchitects.com



1 FRONT RIGHT





- ARCHITECTURAL 100' 0" = SURVEY XXXX.XX'

  DO NOT SCALE DRAWINGS. DRAWN DIMENSIONS SHALL TAKE PRECEDENCE.

  NOTIFY THE ARCHITECT OF ANY DISCREPANCIES IMMEDIATELY.

  REFER TO DOOR AND WINDOW SCHEDULES FOR MORE INFORMATION.

  SEE CIVIL DRAWINGS FOR DRAINAGE REQUIREMENTS.

  GRADE SOIL AWAY FROM BUILDING TO DRAIN. SEE CIVIL AND LANDSCAPE DRAWINGS FOR MORE INFORMATION.





1 EAST 1/8" = 1'-0"





3 SOUTH 1/8" = 1'-0"



4 NORTH 1/8" = 1'-0"

DATE: | DRAWN | CHK'D | BY: | BY: | CHK'D | CHK'D

A200

1605 N. ANKENY BLVD #130 ANKENY, IOWA 50023 PHONE: (515) 965-5336 FAX: (515) 965-5335 info@imprintarchitects.com







19-137

imprint we consider the state of the consideration of the consideration

ELEVATIONS

PROJECT:
VENETO ESTATE - MS
MB
MB
PELLA CO-OP

A200

imprint







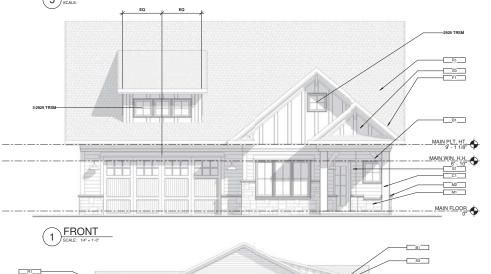






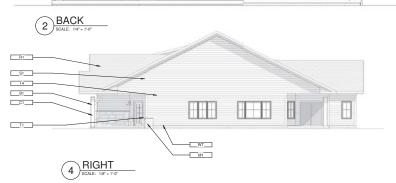






T1

S1

3 LEFT SCALE: 1/8" = 1'-0" 



### **MEMORANDUM**

To City of North Liberty Planning Commission

From Ryan Rusnak, AICP

Date May 1, 2020

Re Request of Harvest Investments, LLC for a zoning map amendment on 8.51 acres, more or less, from ID – Interim Development District to RS-4 PAD Single-Unit Residence District Planned Area Development on Lot 6 Country Pines Subdivision, which is located at 175 South Jones Boulevard.

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

Grant Lientz, City Attorney

Tom Palmer, City Building Official

Kevin Trom, City Engineer

Ryan Rusnak, Planning Director

### **Current Zoning:**

The property is currently zoned ID – Interim Development District.

### **Proposed Zoning:**

The applicant is requesting a zoning map amendment to RS-4 PAD Single-Unit Residence District Planned Area Development to allow the property to be developed with 30 single-family dwellings, a private recreation building and related infrastructure on one lot. The development is proposed to be age restrictive and cooperatively owned. The applicant has developed several age-restricted communities throughout Iowa.

The Planned Area Development is being requested to allow the flexibility of having multiple single-family residences on one lot, which is not permitted in RS Single-Unit Residence Districts or RM Multi-Unit Residence Districts alone.

Section 168.12 of the North Liberty Code of Ordinances entitled "PAD Zone – Planned Area Development Overlay District" reads in part:

- 1. Defined. A Planned Area Development Zone District is intended to encourage innovation and flexibility in planning the development of land so development is compatible with the site's physical and environmental characteristics. This district allows for flexibility in zone district requirements. The Planned Area Development District provides an opportunity for the development of a mixture of uses and housing types in a coordinated manner. The intent of the underlying zone district shall guide the development. It is incumbent upon the person proposing the PAD to justify the project, and any variations from the underlying zone district. A PAD is considered an amendment to the underlying zone district regulations. Section 165.04(2) specifies the PAD requirements.
- 2. General. Planned area developments may be allowed by Council approval in any zoning district. No such planned area development permit shall be granted unless such development either meets the use limitations of the zoning district in which it is located and

the density and other limitations of such district, except as such requirements may be lawfully modified as provided by this code. Compliance with the regulations of this section in no way excuses the developer from the applicable requirements of a subdivision ordinance, except as modifications thereof are specifically authorized in the approval of the application for the planned area development.

### 5. Commission and Council Action.

- A. Approval. In order that it may approve a planned area development, the Council shall have authority to require that the following conditions (among others it deems appropriate) be met by the applicant:
  - (1) The proponents of the planned area development shall demonstrate to the satisfaction of the Council that they are financially able to carry out the proposed project.
  - (2) The proponents intend to start construction within one year of either approval of the project or of any necessary zoning district change, and intend to complete said construction, or approved stages thereof, within four years from the date construction begins.
- B. Limitations on Application.
  - (1) Upon approval of a planned area development, construction shall proceed only in accordance with the plans and specifications approved by the Council, and in conformity with any conditions attached by the jurisdiction as to its approval.
  - (2) Amendment to approved plans and specifications to a planned area development shall be obtained only by following procedures here outlined for first approval.
  - (3) The Code Official shall not issue any permit for any proposed building, structure or use within the project unless such building, structure, or use is in accordance with the approved development plan and any conditions imposed in conjunction with its approval.

### **Public Input:**

Letters were sent to property owners within 200 feet of the subject property notifying them of the February 27, 2020 good neighbor meeting. Approximately 15 people attended the meeting. Many of the people attending appeared to be interested in purchasing into the cooperative. There were a few adjacent property owners who express concerns over storm water.

Due to the Planning Commission meeting being held online, City staff sent letters to property owners within 200 feet of the subject property notifying them of the April 7, 2020 Planning Commission meeting. The letter requested any input via email or written letters, which would be considered by the Planning Commission at the meeting. Due to technical difficulties, the April 7, 2020 meeting was cancelled. City staff sent similar letters to property owners within the 200 feet of the subject property notifying them of the May 5, 2020 Planning Commission meeting.

To date, staff has received two objections (please see attached letters). One objection is from the abutting property owner to the south and west. This property owner is directly impacted by this development and has raised concerns about surface and subsurface water and how the

proposed design would cause negative impacts. There were two on-site meetings between the adjacent the property owner, City staff and applicant representatives. At the second meeting there was a verbal agreement between the applicant and the adjacent property owner. The summary of this agreement is a follows:

- 1. Civil plans to be revised to include that the contractor shall perform exploratory excavating for drainage tiles along the north and west property line;
- 2. Civil plans to be revised to included that the contractor shall notify the City of North Liberty when drainage tiles are located and the City of North Liberty is granted the authority to inspect all work associated with located drainage tiles;
- 3. The existing drainage tiles on the subject property from the Cameron property shall be protected and maintained and repaired if damaged;
- 4. The surface water draining from the Cameron property onto the subject property shall be diverted in a swale so that it remains on the Cameron property. The grading work associated with the new drainage way around the subject property will be constructed along the Cameron property's west boundary and a portion of the southern boundary to make sure that all of the drainage will outlet to the existing grass waterway;
- 5. A culvert will be installed under the haul road at the outlet of the subject property;
- 6. The location of the existing haul road will be maintained;
- 7. The design of all work associated with this drainage way shall be the responsible of and at the expense of the developer;
- 8. The Cameron property shall be compensated for all crop loss; and
- 9. There shall be no wet detention areas adjacent to the subject property's west boundary. Any wet detention area shall be located at the southeast portion of the subject property.

The plans have been revised to attempt to achieve consistency with this verbal agreement. Staff still has concerns about some design features, which will be addressed later in the report.

### **Consistency with Comprehensive Plan:**

Land Use Plan designation: Residential (Please see attached Land Use Plan Map). The North Liberty Comprehensive Plan articulates the following regarding residential uses:

The plan promotes the development of a diversified housing stock that is affordable to a wide range of incomes. Even though general planning goals include limiting residential uses along arterials and in some cases even collector streets, the miles of such frontages within the City make strict adherence to those goals impractical, and landscape buffers, limited access, and smart neighborhood street layouts are utilized to minimize traffic impacts. Higher density residential development is considered to be somewhat of a transitional buffer between office/commercial development and lower density residential neighborhoods, in part because it is practical to locate the greater numbers of residents found in the higher density developments closer to the commercial services they need.

It is staff's opinion that zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan.

### Compatibility with surrounding zoning and land uses:

With respect to residential zoning, this area contains a mixture of RS-4 Single-Unit Residence District, RS-6 – Single-Unit Residence District and RS-8 Single-Unit Residence District. Please see attached Zoning Map. Minimum lot size requirements for RS-4, RS-6 and RS-8 are 10,000 square feet (4.356 units/acre), 7,000 square feet (6.22 units/acre) and 5,000 square feet (8.71 units/acre) respectively.

City staff recognizes that overall density decreases when taking into account right-of-way dedication and outlots dedicated for storm water facilities. The Quail Ridge development on the east side of South Jones Boulevard (RS-6 on the Zoning Map) contains 83 units on 30.22 acres, which equates to 2.74 units/acre. The Quail Creek development contains 44 units on 11.13 acres, which equates to 3.95 units/acre. Please see map on the next page.

The submitted site plan depicts 30 single-family units on 8.42 (after South Jones Boulevard right-of-way dedication), which equates to 3.56 units/acre. It is staff's opinion that the proposed use and density of the development would be compatible with the area.



Subject Property Quail Ridge Quail Creek 7th

### **Approval standards:**

Section 168.12 of the North Liberty Code of Ordinances, entitled "PAD Zone – Planned Area Development Overlay District" sets forth the approval standards (Ordinance language in *italics* and staff analysis in **bold**).

- 3. Conditions.
  - A. Area. No planned area development shall have area less than that approved by the Council as adequate for the proposed development.
    - It is City staff's opinion that the land area is adequate for the proposed development.
  - B. Uses. A planned area development that will contain uses not permitted in the zoning district in which it is to be located will require a change of zoning and shall be accompanied by an application for a zoning amendment, except that any residential use shall be considered a permitted use and shall be governed by density, design and other requirements of the planned area development permit.
    - The planned area development is being requested to allow the flexibility of having multiple single-family residences (a residential use) on one lot, which is not permitted in RS Single-Unit Residence Districts or RM Multi-Unit Residence Districts alone. It is City staff's opinion that the requested use would be permitted with approval of the planned area development.
  - C. Ownership. The development shall be in single or corporate ownership at the time of application, or the subject of an application filed jointly by all owners of the property. The site plan indicates that the property would be cooperatively owned.
  - D. Design. The Commission and Council shall require such arrangements of structures and open spaces within the site development plan as necessary to ensure that adjacent properties will not be adversely affected.
    - (1) Density. Density of land use shall in no case be more than 25 percent higher than allowed in the zoning district, except not more than 10 percent higher in residential districts.
      - The submitted site plan depicts 30 single-family units on 8.42 (after South Jones Boulevard right-of-way dedication), which equates to 3.56 units/acre. No increase in density is being requested.
    - (2) Arrangement. Where feasible, the least height and density of buildings and uses shall be arranged around the boundaries of the development. City staff is requesting that the development be subject to the design standards and maximum height limitations for single-unit dwellings in its recommendations for approval.
    - (3) Specific Regulations. Lot area, width, yard, height, density, and coverage regulations shall be determined by approval of the site plan.

      Please see City staff's analysis of the site plan.

- E. Open Spaces. Preservation, maintenance, and ownership of required open spaces within the development shall be accomplished by either:
  - (1) Dedication of land as a public park or parkway system, or
  - (2) Granting to the jurisdiction a permanent, open space easement on and over the said private open space to guarantee that the open space remain perpetually in recreational use, with ownership and maintenance being the responsibility of an owners' association established with articles of association and bylaws which are satisfactory to the Council.
    - It is City staff's opinion that open space is not required within the proposed development.
- F. Landscaping. Landscaping, fencing, and screening related to the uses within the site and as means of integrating the proposed development into its surroundings shall be planned and presented to the Commission and Council for approval, together with other required plans for the development. A planting plan showing proposed tree and shrubbery plantings shall be prepared for the entire site to be developed. A grading and drainage plan shall also be submitted to the Commission and Council with the application.
  - A landscaping, fencing and grading and drainage plan has been provided.
- G. Signs. The size, location, design, and nature of signs, if any, and the intensity and direction of floodlighting shall be detailed in the application.
   The proposed sign is depicted on the entrance gate feature.
- H. Exterior Lighting. The size, material type, location, and intensity of all exterior lighting shall be detailed in the application.
  - The applicant has indicated that the development would not have any street lighting and that each building would contain exterior lighting.
- I. Desirability. The proposed use of the particular location shall be shown, as necessary or desirable, to provide a service or facility which will contribute to the general well-being of the surrounding area. It shall also be shown that under the circumstances of the particular case, the proposed use will not be detrimental to the health, safety, or general welfare of persons residing in the vicinity of the planned area development.
  - The site plan indicates that the proposed development would be aged-restricted. It is City staff's opinion that this development would contribute to the general well-being of the City of North Liberty.

- 4. Commission and Council Determination. In carrying out the intent of this section, the Commission and Council shall consider the following principles:
  - A. It is the intent of this section that site and building plans for a planned area development shall be prepared by a designer or team of designers having professional competence in urban planning as proposed in the application. The Commission and Council may require the applicant to engage such expertise as a qualified designer or designer team.

    The planned area development plan has been prepared by a professional engineer.
  - B. The Council may approve or disapprove an application for a planned area development. In approval, the Council may attach such conditions as it may deem necessary to secure compliance with the purpose set forth in this chapter.

City staff has provided conditions in its recommendation for approval.

The Planned Area Development Overlay District requires submittal of a site plan. Section 165.04(2) of the North Liberty Code of Ordinances entitled, "Site Plan Requirements" sets forth the approval standards (Ordinance language in *italics* and staff analysis in **bold**).

- 2. Site Plan Requirements. Site plans, which are required for review and approval for any use in any district or elsewhere by this code, shall comply with and illustrate the following:
  - D. All site plans shall clearly illustrate the general methods of development, design, special distribution, location, topography (both existing and proposed), soil erosion control measures, relationship to flood overlay zones, and such other information as necessary to show compliance with the requirements of this code. A preliminary site plan may be submitted for preliminary land use approval; however, the final site plan required by this code shall be submitted, reviewed, and approved prior to the issuance of building or construction permits.

This information has been provided on the site plan.

- *E.* The site plan shall include the following legal information:
  - (1) Legal property owner's name and description of property.
  - (2) Applicant's name, requested land use, and zoning.
  - (3) If the applicant is other than the legal owner, the applicant's interest shall be indicated and the legal owner's authority to appeal shall be certified.

This information has been provided on sheets C100 and C101 of the site plan.

- F. The site plan shall clearly illustrate in color perspective and enumerate the following information:
  - (1) Property boundary lines, dimensions, and total area.

    This information has been provided on sheets C100 and C101 of the site plan.
  - (2) Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing topography shall be illustrated on a separate map and the proposed finished topography shown on the final site plan. This information has been provided on sheets C200 and C600 of the site plan.

- (3) The availability and location of existing utilities.

  This information has been provided on sheets C400 and C500 of the site plan.
- (4) The proposed location, size, shape, color, and material type of all buildings or structures.
  - This information has been provided on sheets C101 and C300 of the site plan. Please see attached rendering of the proposed dwellings. A rendering of the clubhouse is forthcoming.
- (5) The total square feet of building floor area, both individually and collectively. This information has been provided on sheet C101 of the site plan.
- (6) The number of dwelling units, bedrooms, offices, etc., as required to determine special compliance.
  - This information has been provided on sheets C101 and C300 of the site plan.
- (7) The proposed location of identification signs. An identification sign is defined as a sign displaying the name, address, insignia or trademark, and occupant of a building or the name of any building on the premises. Installation shall be in accordance with the Chapter 173 of this code.
  - The proposed sign is depicted on the entrance gate feature.
- (8) A vicinity sketch showing detailed adjacent land uses within 500 feet of the property and general existing land uses within 1,000 feet of the property. This information has been provided on sheet C100 of the site plan.
- (9) Existing buildings, right-of-way, street improvements, utilities (overhead or underground), easements, drainage courses, vegetation and large trees, etc.

  This information has been provided on sheets C200 through C500 of the site plan.
- (10) Parking areas, number of parking spaces proposed, number of parking spaces required by this code, type of surfacing to be used, etc.

  This information has been provided on sheets C101 and C300 of the site plan.
- (11)Walkways, driveways, outside lighting, walls, fences, signs, monuments, statues and other manmade features to be used in the landscape.

  This information has been provided on sheets C300 and C700 of the site plan.
- (12)Location and type of all plants, grass, trees, or ground cover to be used in the landscape. Landscaping shall be illustrated in elevation and color perspective with the size and exact names of plants, shrubs, or trees to be planted clearly indicated. This information has been provided on sheet C700 of the site plan. A color perspective is forthcoming.

- (13)Walls, fences or other artificial screens to be used as buffers shall be shown in elevation and color perspective with proposed height and structural material to be used indicated. See Section 169.02 for the guidelines concerning landscaping.

  This information has been provided on sheets C300 and C700 of the site plan.
- (14)Traffic considerations, architectural themes, pedestrian movement, etc., and all other considerations pertinent to the proposed use may be requested for illustration or statistical purposes.

The development would have a single entrance on South Jones Boulevard, which is a minor arterial roadway. The architectural theme of the buildings is a modern craftsman design. The development would have a pedestrian crossing to the path on the east side of South Jones Boulevard.

(15)The methods of compliance with all applicable flood plain development standards and flood (overlay) districts as contained in this code.

The subject property is not located within a flood hazard area.

#### **Additional Considerations:**

The concern over surface and subsurface water management has been raised throughout this process. A portion of the agricultural property to the west drains onto the subject property. Pursuant to lowa Law, the developer is required to accept that and manage this water and release it at the location of the existing outfall. Additionally, the ground water table is high in this area of North Liberty.

Ad mentioned, one objection to this request is from the abutting property owner to the south and west. There were two on-site meetings between the adjacent the property owner, City staff and applicant representatives. The property owner has a great deal of knowledge about surface and subsurface water in this area. The City is appreciative that the property owner shared this knowledge and provided the City with a map of existing drain tiles adjacent to and on the subject property.

At the second meeting there was a verbal agreement between the applicant and the adjacent property owner to grade a swale on the adjacent property owner's land and divert the surface water entering the subject property. This has allowed the relocation of a wet pond from the southwest portion of the property to the southeast portion of the property.

Due to the high ground water table staff is recommending that the buildings have no basements.

The City Engineer has expressed that it appears that the design of the property could achieve consistency with North Liberty development requirements. It should be recognized that the Planned Area Development Ordinance requires a concurrent site plan, which in turn requires the level of detail as construction plans. The City Engineer has requested additional information, which will be necessary prior to site development. These comments were provided to the applicant in a separate letter. City staff is recommending that the applicant demonstrate

consistency with the City's storm water ordinance prior to City Council's consideration of the zoning map amendment.

City staff is recommending that the applicant pay the Jones Boulevard improvement fees, which is \$105 per linear foot along South Jones Boulevard.

#### Findings:

- 1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan;
- 2. The proposed use and density of the development would be compatible with the area;
- 3. The zoning map amendment achieves consistency with Section 168.12 of the North Liberty Code of Ordinances, entitled "PAD Zone Planned Area Development Overlay District and the site plan achieves consistency with Section 165.04(2) of the North Liberty Code of Ordinances entitled, "Site Plan Requirements".

#### Recommendation:

Staff recommends the Planning Commission accept the three listed findings and forward the request of Harvest Estates, LLC for a zoning map amendment on 8.51 acres, more or less, from ID – Interim Development District to RS-4 PAD Single-Unit Residence District Planned Area Development on Lot 6 Country Pines Subdivision, which is located at 175 South Jones Boulevard, to the City Council with a recommendation for approval subject to the following conditions:

- 1. That the applicant dedicate such right-of-way and public easements to the City as are set forth in the site plan and/or required by North Liberty Code of Ordinances, subject to approval as to form and content by the City Attorney;
- 2. That the development be subject to the design standards and maximum height limitations for buildings in the single-unit residence district;
- 3. That no building in the proposed development have basements:
- 4. That additional detail be provided on the location, style and height of the entrance gate and the sign to be installed on it prior to City Council's consideration of the zoning map amendment;
- 5. That a rendering depicting the color and material type of the clubhouse be provided prior to City Council's consideration of the zoning map amendment;
- 6. That a color rendering in elevation of the proposed landscaping prior to City Council's consideration of the zoning map amendment;
- 7. That applicant demonstrate the site plan's consistency with the City's post-construction storm water runoff control ordinance, as determined by the City Engineer, prior to City Council's consideration of the zoning map amendment; and
- 8. That the applicant pay the Jones Boulevard improvement fees, which is \$105 per linear foot along South Jones Boulevard, totally \$61,500.60, prior to any site construction or building permit issuance.

Attachments: Application Letters of Objection

#### **City of North Liberty PAD Application Form**

#### Office Use Only

Date Submitted: 312/20

Date Fee Paid: 750-



Project Name: Vintage Estates of North Liberty					
Site Location (Address or Legal Description): Attach Separate Sheet if Necessary  175 S. Jones Blvd.					
Existing Zoning District: ID - Interim Development					
Proposed Zoning District (if applicable): RS-4 PAD					
Project Description: 30 residential lots with associated drives, parking and utilities					
Property Owner: Diane M Hutt					
Company:					
Mailing Address:					
Phone:					
Email:					
Applicant (contact person): Heather Ropp					
Company: Ewing Development					
Mailing Address: 1305 5th St., Ste 103, Coralville, IA 52241					
Phone: 319-354-3433					
Email: heather@ewingdevelopment.com					
Engineer: Jason Ledden					
Company: Snyder & Associates, Inc.					
Mailing Address: 2727 SW Snyder Blvd., Ankeny, IA 50023					
Phone: 515-964-2020					
Email: jledden@snyder-associates.com					
Architect: Karl Chambers					
Company: Imprint Architects					
Mailing Address: 1605 N Ankeny Blvd, #130, Ankeny, IA 50023					
Phone: 515-965-5336					
Email: karl@imprintarchitects.com					
Attorney: Katheryn Thorson					
Company: BrownWinick Law					
Mailing Address: 666 Grand Avenue, Suite 2000, Des Moines, IA 50309					
Phone: 515-242-2400					
Email: katheryn.thorson@brownwinick.com					

City Contact: Ryan Rusnak, AICP, Planning Director, 3 Quail Creek Circle, North Liberty, Iowa 52317 319-626-5747 <a href="mailto:rrusnak@northlibertyiowa.org">rrusnak@northlibertyiowa.org</a> City Website: <a href="mailto:www.northlibertyiowa.org">www.northlibertyiowa.org</a>

#### PAD Information and Submittal Requirements (Planned Area Developments)



Suk	omittal Deadline: 1st working day of each month at 12:00 Noon
Fee	S: Due at time of submittal: \$750.
Rev	riewing Bodies: City staff, Planning Commission, and City Council.
Firs	t Submittal Materials Requirements for PAD Submissions:
	1 completed copy of this application form.
	Application fee.
	7 copies of the site plan map(s), folded to a manageable size, plus one Adobe Acrobat (pdf) digital file.
	7 sets of colored elevations for all sides of the buildings and/or structures, folded to manageable size.
	1 copy of photometric lighting plan.
	Other information deemed necessary by the City Planner for the review of the proposed project.
	If the applicant is other than the legal owner, the applicant's interest shall be indicated and the legal owner's authority to apply shall be included.
	cess: Staff will review the submittal and provide a draft report outlining any necessary changes around mid- nth. Resubmission of final materials will be Acrobat "PDF" files only.
Mir	nimum Information for Planned Area Development Applications:
	Date, compass point, legend of symbols, minimum scale 1"=40' (written and graphic).
	Legal description including total area of the property.
	Vicinity Map that accurately represents the area including recent developments.
	Address, if assigned.
	Land owner's and applicant's name, address and contact information.
	Existing Zoning District and requested proposed land use.
	Notation of the number of parking spaces required by the Zoning Ordinance and number provided, including formulas used to calculate requirements. Parking space requirements are rounded up to the next whole parking space.
	Calculation of the amount of paved and/or impervious surfaces proposed shown in both square footage and percentage of the total site.
	Total square feet of all building floors, individually and collectively, separated by existing and proposed.
	Total number and type of proposed dwelling units, if applicable.
	Specific details calling out which features or uses are triggering the use of a PAD.
	Property boundary lines including dimensions to the nearest one-hundredth of 1 foot.
	Overhead utilities, buffers, railroads, drainage courses, rights-of-way, and similar features, labeled with type and whether public or private.
	Existing and proposed topography at contour intervals of not more than 1 foot.
	Existing topography and site features of adjacent properties for at least one hundred feet (100') outside of the project boundary, at contour intervals of not more than five feet (5'), USGS.
	All established floodway, floodway fringe, and flood plain overlay lines, if applicable.
	Proposed and/or existing easements, and the recorded book and page number of all existing easements.
	O. J. J. D. J. MOD. Di. C. Diverter O. Overil Oracle Olivela. North Liberty, Javan 50247

City Contact: Ryan Rusnak, AICP, Planning Director, 3 Quail Creek Circle, North Liberty, Iowa 52317 319-626-5747 <a href="mailto:rrusnak@northlibertyiowa.org">rrusnak@northlibertyiowa.org</a> City Website: <a href="mailto:www.northlibertyiowa.org">www.northlibertyiowa.org</a>

	Location of utilities, labeled with depth, size, type, existing or proposed and whether public or private. Snow fire hydrants, valves, manholes, storm intakes and cleanouts.
	Location of existing street lights.
	Location of all existing and proposed roads, alleys, streets, and highways on or adjoining the subject property labeled with name, pavement width, half right-of-way widths dimensioned from the centerline of the right-of-way, full right-of-way width dimensions and whether public or private.
	Intersecting corners of street and drives, existing and proposed, labeled with appropriate radius in accordance with current City of North Liberty design standards.
	Required building and parking (if applicable) setback lines.
	Location, footprint, size and use of all buildings and structures, existing and proposed. Indicate minimum finished floor elevations (FFE) or minimum low opening elevations for all lots where conditions warrant additional protection from possible flooding situations.
	Colored elevation drawings of all four sides of each building proposed, showing architectural detail and callouts for materials. Note percentage masonry as required by code. Perspective renderings are not required but are recommended, especially for complex structures that are difficult to interpret in elevation.
	Location of parking areas, loading zones, access drives, ingress/egress points, island sizes and locations existing and proposed.
	Identification of type of surfacing, material thickness, curbing, etc. used for parking areas, drives, sidewalks and trails.
	Location and detail of trash enclosure, existing and/or proposed.
	Landscaping, either on the site plan or as a separate landscape plan, showing landscape plantings and the quantity, sizes, and type proposed including scientific and common names; location, width, detail of buffers and schedule of all buffer plantings; location of existing trees and those to be preserved; and identification of all other site development and landscape features (i.e detention areas and ponds, walkways, vegetation, walls, fences monuments, etc.).
口	Identification and location of all temporary and permanent erosion and sedimentation control methods and installation schedule of measures.
	Photometric lighting plan which shows the entire site including one foot beyond the property line to a discernable scale with scale noted. Include product cut-sheets or other information showing fixture type, pole height, and glare screens specified.
	Other consideration pertinent to the proposal may be requested for illustration or statistical purposes.
	PAD applications must be signed and sealed by an engineer.

#### Protest List

PARCEL	NOTICE	NOTICE	PROTEST	PROTEST	PROPERTY	PROPERTY	OWNER	OWNER
NUMBER	AREA	%	(YES/NO)	%	ADDRESS	OWNER(S)	ADDRESS	CITY/STATE/ZIP
						HASSMAN, JAMES L		
614103002	50058.77439	8.2%	No	0.0%		HASSMAN, SHIRLEY A	125 S Jones Blvd	North Liberty IA 52317
614103003	76957.62717	12.6%	No	0.0%		BUTLER, SHARON K	155 S Jones Blvd	North Liberty IA 52317
						CAMERON, WILLIAM T		-
614102001	147952.5897	24.1%	Yes	24.1%		CAMERON, VLASTA M	2051 Melrose Ave	Iowa City IA 52246-1758
						BRIDE, PHILLIP E		
613233007	463.9536381	0.1%	No	0.0%		BRIDE, JULIE A	135S S Colton Dr	North Liberty IA 52317
						NICHOLSON, JESSE		
613233008	5812.017375	0.9%	No	0.0%		NICHOLSON, BRIANNE	155 S Colton Dr	North Liberty IA 52317
						HAYES, CHARLES T		
613233009	8807.431458	1.4%	No	0.0%		HAYES, CAMILLE R	175 S Colton Dr	North Liberty IA 52317
613230001	11301.50401	1.8%	No	0.0%		BEDNARZ, RYAN	PO Box 1307	Iowa City IA 52244-1307
						OEHLER, KEVIN R		
613227029	5010.432483	0.8%	No	0.0%		OEHLER, TRACY J	1175 Cory CT	North Liberty IA 52317
						SWEENEY, QUENTIN F		
613260006	1070.112277	0.2%	No	0.0%		SWEENEY, SANDRA M	1095 Bay Hill Cir	North Liberty IA 52317
						VITTI, MICHAEL		
613260005	14562.73703	2.4%	No	0.0%		VITTI, NATALIE	1085 Bay Hill Cir	North Liberty IA 52317
						QUAIL RIDGE		
613227031	43453.99921	7.1%	No	0.0%		MAINTENANCE ASSOC	75 S Colton Dr	North Liberty IA 52317-1907
						THOMPSON, STEPHEN M		
613227030	9573.329649		No	0.0%		THOMPSON, KELLY J	1195 Cory CT	North Liberty IA 52317
613260023	1406.824602	0.2%	No	0.0%		ERVIN, MARY JANE	1082 Bay Hill Cir	North Liberty IA 52317
						CAMERON, VLASTA M		
614176001	158316.8153	25.8%	Yes	25.8%		CAMERON, HAROLD W	2051 Melrose Ave	Iowa City IA 52246-1758

 
 58316.8153
 25.8%

 534,748.1
 87.2%
 PARCELS R.-O.-W. 78,373.8 12.8% Protests: Properties: TOTAL

NOTICE AREA 613,121.9 100% 50.0% PROTEST RATE 2 14

Alderman:

5/21/2020 12:30 PM

#### Ryan Rusnak

**From:** haroldc@reagan.com

**Sent:** Monday, April 06, 2020 6:58 PM

To: Ryan Rusnak

**Subject:** [EXTERNAL] RE: Vintage Estates PAD

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

If Kevin has relayed inadequacies in stormwater management features why has he or city staffers not been on site or in contact? At no time has Kevin or project Officials contacted me to view tile drainage maps of Subject or Adjoining Properties and review past remedial actions to address Storm/Ground water management issues of Country Pines and surrounding land.

Spring 1999 at My Expense a perimeter intercept 6" field tile was installed from outlet at SE corner of Subject Property west and than north to NW property pin of Subject Property where grade was was lost. This perimeter intercept was made necessary when construction on Subject Property disrupted drainage tiles running thru the property and caused drainage issues to Ag Land West and Country Pines to the North. Eight clay tile lines from 3"-5" Dia were found with more believed existing past NW property pin originating from West and North as evidenced by strong sewage odor. Three Wisconsin Mounds now serve Country Pines lots North of Subject Property. This perimeter intercept must be preserved and not outletted to a basin where flow could then be discharged overland.

Ponding within Country Pines north of Subject Property has been problematic but was partial relieved by a 4" tile outletting to Jones Blvd subdrain installed by Jeff Maxwell at who's expense and date not known. Tile maps dtd 1963/64 indicate numerous tile lines flowing from this area South thru Subject Property, some originating North of Country Pines. PAD Plans show a SW corner wet detention basin adjacent to Ag Land. Wet basins attract Geese and Geese love to eat young growing row crops. This crop loss will have to be addressed. Discharge from Wet basin is shown thru a 24" outlet acrossed Ag Land. Basin discharge across Ag Land has been addressed by Developers installing subsurface drainage relief to accept discharge from the site Postdevelopment. Overland flows thus are limited to those existing Predevelopment. Notable examples 1) Glynmor Harvest Estates II Part 5 Basin discharge west thru Jim & Bev

Seelman's 2) Stoner Industrail Park Basins discharge west thru Smalley, Raim & Neitderhisar

Properties. The discussion of Pre/Postdevelopment water management is a contencious issue. Mistakes have been made as illustrated by just one entity affected--Cameron/Liberty Gate, Cameron/Liberty Medical (yet unresolved) and Cameron/Harvest Estates I. The latter was resolved with the cooperation of Cameron and City of NL using Stormwater Funds for intercept tile and grading. Public Works projects 1) Colony/Forevergreen 2) Cameron/St Andrews both had NL City financial involvement addressing discharge water

management. In Closing, Predevelopment statis

of undeveloped land adjoining that developed must be preserved as it is of life style and economic

importance. POSTSCRIPT NOTE: This E-Mail response

was drafted prior to contact with Kevin Trom and Michael Pentecost on Monday 6 April AM & PM.

----Original

Message-----

From: "Ryan Rusnak" <rrusnak@northlibertyiowa.org>

Sent: Sunday, April 5, 2020 10:19am

To: "haroldc@reagan.com" < haroldc@reagan.com>

Subject: Vintage Estates PAD

#### Harold,

This is the most recent plan set. At this point, Kevin Trom has advised that it does not meet the City's stormwater runoff ordinance.

If you would like to provide comments, please email them to me and I will present them to the Planning Commission.



## RYAN RUSNAK, AICP PLANNING DIRECTOR

(319) 626-5747 office

Messages to and from this account are subject to public disclosure unless otherwise provided by law.

#### Ryan Rusnak

Al Morgan <spenlertire@icloud.com></spenlertire@icloud.com>
Saturday, April 04, 2020 10:21 AM

To: Ryan Rusnak

**Subject:** [EXTERNAL] Retirement community

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

\_\_\_\_\_

I just wanna to go on record to say this is a horrible location. Jones blvd is a busy street as is. Why add more traffic? Secondly, water runoff will increase tremendously with increased hard surfaces. Retention ponds below this overflow over Jones plenty of times a year now. Thanks. Al Morgan

Sent from my iPhone

#### **Ordinance No. 2020-02**

AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED AT 175 SOUTH JONES BOULEVARD LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE RS-4 PAD SINGLE-UNIT RESIDENCE PLANNED AREA DEVELOPMENT

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

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

Lot 6 Country Pines Subdivision North Liberty, Iowa recorded in Book 30 Page 228 in the Office of the Johnson County Recorder

Such that said property shall be classified and zoned as RS-4 PAD Single-Unit Residence District Planned Area Development.

**SECTION 2. CONDTIONS IMPOSED.** The following conditions are hereby imposed upon said rezoning as listed in the May 6, 2020 North Liberty Planning Commission report:

- That the applicant dedicate such right-of-way and public easements to the City as are set forth in the site plan and/or required by North Liberty Code of Ordinances, subject to approval as to form and content by the City Attorney;
- 2. That the development be subject to the design standards and maximum height limitations for buildings in the single-unit residence district;
- 3. That no building in the proposed development have basements:
- 4. That additional detail be provided on the location, style and height of the entrance gate and the sign to be installed on it prior to City Council's consideration of the zoning map amendment;
- 5. That a rendering depicting the color and material type of the clubhouse be provided prior to City Council's consideration of the zoning map amendment;
- 6. That a color rendering in elevation of the proposed landscaping prior to City Council's consideration of the zoning map amendment;
- 7. That applicant demonstrate the site plan's consistency with the City's post-construction storm water runoff control ordinance, as determined by the City Engineer, prior to City Council's consideration of the zoning map amendment; and
- 8. That the applicant pay the Jones Boulevard improvement fees, which is \$105 per linear foot along South Jones Boulevard, totally \$61,500.60, prior to any site construction or building permit issuance.

**SECTION 3. ZONING MAP.** It is hereby authorized and directed that the Zoning Map of the City of North Liberty, lowa, be changed to conform to this amendment upon final passage, approval and publication of this ordinance as provided by law.

**SECTION 4. RECORDATION.** The City Clerk is hereby authorized and directed to record this ordinance at the Johnson County Recorder's office upon final passage and approval.

**SECTION 5. REPEALER.** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 6. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**SECTION 7. 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 8. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

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. 2020-02 in the North Liberty Leader on
·	
	_
TRACEY MULCAHEY, CITY CLERK	



# Zoning Ordinance Updates



May 6, 2020

Terry L. Donahue, Mayor City of North Liberty 3 Quail Creek Circle North Liberty IA 52317

Re: Request of the City of North Liberty for an ordinance amending several sections of the Code of Ordinances of North Liberty, Iowa, including Section 167.01, entitled "Definitions" by deleting and amending certain definitions, Section 173.02, entitled "Definitions" by amending and adding certain definitions and Section 173.05, entitled "Exempt Signs" by providing regulations for window signs.

#### Mayor Danahue:

The North Liberty Planning Commission considered the above-reference request at its May 5, 2020 meeting. The Planning Commission took the following action:

#### Findings:

- The Zoning Ordinance amendments would achieve consistency with the lowa State Code, which prohibits the City from enforcing land use regulations based on a family; and
- 2. The Zoning Ordinance amendments would omit redundant language and revise language to reflect a common noncommercial sign practice.

#### Recommendation:

The Planning Commission accepted the two listed findings and forwards the following request to the City Council with a recommendation for approval:

Request of the City of North Liberty for an ordinance amending Chapter 167 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Definitions" by amending Section 167.01, entitled "Definitions" by deleting the definitions "congregate residence", "family" and "sign" and by amending the definition "dwelling unit" and amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Sign Regulations" by amending Section 173.02, entitled "Definitions" by amending the definition "sign" and adding the definition "sign, window" and by amending Section 173.05, entitled "Exempt Signs" by amending subsection 12 pertaining to window informational signs.

The vote for approval was unanimous (6-0).

Becky Keogh, Chairperson

North Liberty Planning Commission





#### **MEMORANDUM**

To City of North Liberty Planning Commission

From Ryan Rusnak, AICP

Date May 5, 2020

Request of the City of North Liberty for an ordinance amending Chapter 167 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Definitions" by amending Section 167.01, entitled "Definitions" by deleting the definitions "congregate residence", "family" and "sign" and by amending the definition "dwelling unit" and amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Sign Regulations" by amending Section 173.02, entitled "Definitions" by amending the definition "sign" and adding the definition "sign, window" and by amending Section 173.05, entitled "Exempt Signs" by amending subsection 12 pertaining to window informational signs.

North Liberty City staff offers comments presented in this memo. The staff review team includes the following personnel:

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

#### **Proposed Zoning Ordinance amendments:**

Section 167.01, entitled "Definitions.

- Delete the definition "congregate residence". Rational for amendment: the Iowa State Code prohibits the City from enforcing land use regulations based on a family.
- Delete the definition "family". Rational for amendment: the Iowa State Code prohibits the City from enforcing land use regulations based on a family.
- Delete the definition "sign".
   Rational for amendment: the definition is redundant as there is a definition for "sign" in Chapter 173, entitled "Sign Regulations".
- Amend the definition "dwelling unit".
   Rational for amendment: the Iowa State Code prohibits the City from enforcing land use regulations based on a family.

#### Section 173.02, entitled "Definitions.

- Amend the definition "sign".
   Rational for amendment: The definition was modeled after the International Municipal Layers Association Model Sign Ordinance with some language deleted.
- Add the definition "sign, window".
   Rational for amendment: the Zoning Ordinance does not define window signs.

#### Section 173.05(12).

Amend the definition "Window Information Signs".
 Rational for amendment: the Zoning Ordinance does not allow windows signs other than minor informational signs. The amendment allows for a reasonable amount of signage on a window.

#### Findings:

- The Zoning Ordinance amendments would achieve consistency with the Iowa State Code, which prohibits the City from enforcing land use regulations based on a family;
- 2. The Zoning Ordinance amendments would omit redundant language and revise language to reflect a common noncommercial sign practice.

#### Recommendation:

City staff recommends the Planning Commission accept the two listed findings and forward the following request to the City Council with a recommendation for approval:

Request of the City of North Liberty for an ordinance amending Chapter 167 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Definitions" by amending Section 167.01, entitled "Definitions" by deleting the definitions "congregate residence", "family" and "sign" and by amending the definition "dwelling unit" and amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Sign Regulations" by amending Section 173.02, entitled "Definitions" by amending the definition "sign" and adding the definition "sign, window" and by amending Section 173.05, entitled "Exempt Signs" by amending subsection 12 pertaining to window informational signs.

#### Suggested motion:

I move that the Planning Commission accept the two listed conditions and forward the Zoning Ordinance amendments to the City Council with a recommendation for approval.

#### **ORDINANCE NO. 2020-**

AN ORDINANCE AMENDING CHAPTER 167 CODE OF ORDINANCES OF NORTH LIBERTY, IOWA, ENTITLED "ZONING CODE – DEFINITIONS" BY AMENDING SECTION 167.01, ENTITLED "DEFINITIONS" BY DELETING THE DEFINITIONS "CONGREGATE RESIDENCE", "FAMILY" AND "SIGN" AND BY AMENDING THE DEFINITION "DWELLING UNIT" AND AMENDING CHAPTER 173 CODE OF ORDINANCES OF NORTH LIBERTY, IOWA, ENTITLED "ZONING CODE – SIGN REGULATIONS" BY AMENDING SECTION 173.02, ENTITLED "DEFINITIONS" BY AMENDING THE DEFINITION "SIGN" AND ADDING THE DEFINITION "SIGN, WINDOW" AND BY AMENDING SECTION 173.05, ENTITLED "EXEMPT SIGNS" BY AMENDING SUBSECTION 12 PERTAINING TO WINDOW INFORMATIONAL SIGNS.

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

**SECTION 1. AMENDMENT.** That Section 167.01 Code of Ordinances of North Liberty, Iowa, entitled "definitions" (definitions for congregate residence, dwelling unit, family and sign only) is hereby amended by deleting the definitions "congregate residence", "family" and "sign" and by amending the definition "dwelling unit" as follows:

"Congregate residence" means any building or portion thereof which contains facilities for living, sleeping, and sanitation as required by this code, and may include facilities for eating and cooking, for occupancy by other than a family. A congregate residence may be a shelter, convent, monastery, dormitory, fraternity, or sorority house, but does not include jails, hospitals, nursing homes, hotels, or lodging houses.

"Dwelling unit" means any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation, as required by this code, for not more than one family, or a congregate residence for six or fewer persons. A dwelling unit shall have a minimum width of 20 feet over 75 percent of its length and a minimum roof pitch of 4:12. Also see definition of "Dwelling Unit, Rental" and occupancy limitations of rental housing units in Chapter 169.

"Family" means one person or two or more persons related by blood, marriage, adoption, or placement by a governmental social service agency, occupying a dwelling unit as an individual housekeeping organization. A family may also be two (but not more than two) persons not related by blood, marriage, or adoption.

"Sign" means an advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface, or space erected or maintained in view of the observer thereof for identification, advertisement, or promotion of the interests of any person, entity, product or service, including the sign structure, supports, lighting system, and any attachments, ornaments, or other features used to draw the attention of observers.

**SECTION 2. AMENDMENT.** That Section 173.02 Code of Ordinances of North Liberty, Iowa, entitled "Definitions" is hereby amended by amending the definition "sign" and adding the definition "sign, window" as follows:

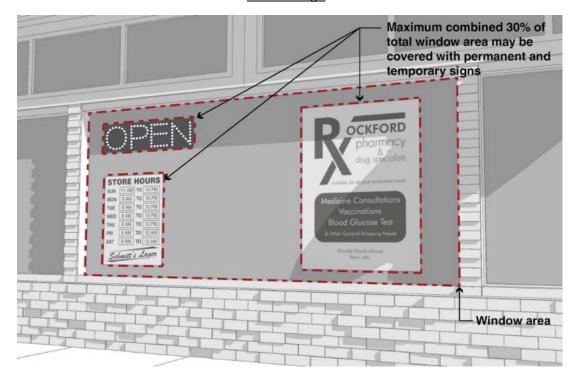
"Sign" means any medium, including its structure and component parts, which is used or intended to be used to attract attention to the subject matter for advertising or other purpose a name, identification, description, display or illustration, which is affixed to, painted or represented directly or indirectly upon a building, or other outdoor surface which directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business.

"Sign, window" means a sign that is attached to, placed upon, or printed on the interior or exterior of a window or door of a building, or displayed on the interior within two feet of a window intended for viewing from the exterior of such a building. A window sign may be either permanent or temporary. Shadowbox design within display windows, where the window display is designed with a background enclosure against which signs are mounted that blocks view into the establishment, is considered a window sign and the entire area of the shadowbox is subject to the maximum sign area limitation.

**SECTION 3. AMENDMENT.** That Section 173.05(12) Code of Ordinances of North Liberty, Iowa is hereby amended as follows:

- 12. Window Informational Signs. Window informational sign displaying information about the operation of the business, such as days and hours of operation, telephone number, and credit cards accepted. Such signs shall not exceed a maximum area of two square feet.
  - A. Window signs are permitted for all nonresidential uses in all districts.
  - B. All window signs, whether temporary or permanent, are limited to no more than 30% of the surface of each window area. Window area is counted as a continuous surface until divided by an architectural or structural element. Mullions are not considered an element that divides window area.
  - C. Window signs include neon or LED signs. Flashing neon or LED is prohibited.

#### Window Sign



**SECTION 4. REPEALER.** All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 5. 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 6. WHEN EFFECTIVE.** This Ordinance shall be in effect from and after it final passage, approval and publication as provide by law.

First reading on	<u> </u>
Second reading on	
Third reading	•
CITY OF NORTH LIBERTY:	
TERRY L. DONAHUE, MAYOR	

#### Ordinance No. 2020-03

AN ORDINANCE AMENDING CHAPTER 167 CODE OF ORDINANCES OF NORTH LIBERTY, IOWA, ENTITLED "ZONING CODE – DEFINITIONS" BY AMENDING SECTION 167.01, ENTITLED "DEFINITIONS" BY DELETING THE DEFINITIONS "CONGREGATE RESIDENCE", "FAMILY" AND "SIGN" AND BY AMENDING THE DEFINITION "DWELLING UNIT" AND AMENDING CHAPTER 173 CODE OF ORDINANCES OF NORTH LIBERTY, IOWA, ENTITLED "ZONING CODE – SIGN REGULATIONS" BY AMENDING SECTION 173.02, ENTITLED "DEFINITIONS" BY AMENDING THE DEFINITION "SIGN" AND ADDING THE DEFINITION "SIGN, WINDOW" AND BY AMENDING SECTION 173.05, ENTITLED "EXEMPT SIGNS" BY AMENDING SUBSECTION 12 PERTAINING TO WINDOW INFORMATIONAL SIGNS

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

**SECTION 1. AMENDMENT.** That Section 167.01 Code of Ordinances of North Liberty, Iowa, entitled "definitions" (definitions for congregate residence, dwelling unit, family and sign only) is hereby amended by deleting the definitions "congregate residence", "family" and "sign" and by amending the definition "dwelling unit" as follows:

"Dwelling unit" means any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation, as required by this code. A dwelling unit shall have a minimum width of 20 feet over 75 percent of its length and a minimum roof pitch of 4:12. Also see definition of "Dwelling Unit, Rental" and occupancy limitations of rental housing units in Chapter 169.

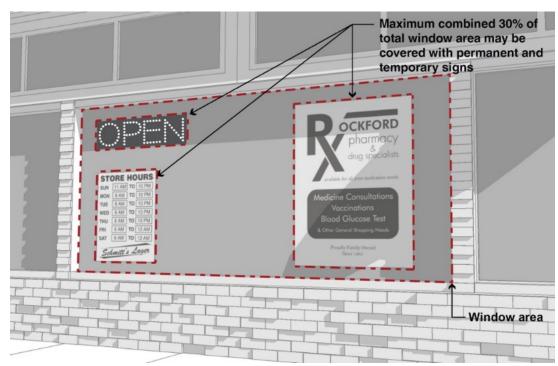
**SECTION 2. AMENDMENT.** That Section 173.02 Code of Ordinances of North Liberty, lowa, entitled "Definitions" is hereby amended by amending the definition "sign" and adding the definition "sign, window" as follows:

"Sign" means a name, identification, description, display or illustration, which is affixed to, painted or represented directly or indirectly upon a building, or other outdoor surface which directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business.

"Sign, window" means a sign that is attached to, placed upon, or printed on the interior or exterior of a window or door of a building, or displayed on the interior within two feet of a window intended for viewing from the exterior of such a building. A window sign may be either permanent or temporary. Shadowbox design within display windows, where the window display is designed with a background enclosure against which signs are mounted that blocks view into the establishment, is considered a window sign and the entire area of the shadowbox is subject to the maximum sign area limitation.

**SECTION 3. AMENDMENT.** That Section 173.05(12) Code of Ordinances of North Liberty, lowa is hereby amended as follows:

- 12. Window Signs.
  - A. Window signs are permitted for all nonresidential uses in all districts.
  - B. All window signs, whether temporary or permanent, are limited to no more than 30% of the surface of each window area. Window area is counted as a continuous surface until divided by an architectural or structural element. Mullions are not considered an element that divides window area.
  - C. Window signs include neon or LED signs. Flashing neon or LED is prohibited.



Window Sign

**SECTION 4. REPEALER.** All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 5. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**SECTION 6. 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 7. WHEN EFFECTIVE.** This Ordinance shall be in effect from and after it final passage, approval and publication as provide by law.

First reading on May 26, 2020.
Second reading on June 9, 2020.
Third 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 <u>2020–03</u> in the <i>North Libert</i> . Leader on
TRACEY MULCAHEY, CITY CLERK



### 2020A Bond Sale

MINUTES TO AUTHORIZE SALE AND ISSUANCE OF SERIES 2020A BONDS

421033-79

North Liberty, Iowa

June 23, 2020

The City Council of the City of North Liberty, Iowa, met on June 23, 2020, at 6:30 p.m. via Zoom.us.

The City Council met electronically via zoom.us, which was accessible at the following:

This meeting may be accessed live by the public on the internet at northlibertyiowa.org/live, on Facebook at facebook.com/northliberty or on YouTube at <a href="https://www.youtube.com/channel/UCrCw6ipAPjInd-olpRgPJcg">www.youtube.com/channel/UCrCw6ipAPjInd-olpRgPJcg</a>. You can also attend by phone; call 1 (312) 626 6799 with a touch-tone phone and to enter the meeting ID 889 0392 0020 and six-digit meeting password 292133. Meetings are rebroadcast on cable and available on-demand on northlibertyiowa.org.

The City Council is conducting this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

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

Present:	
Absent: _	

This being the time and place fixed by the City Council for the consideration of bids for the purchase of General Obligation Corporate Purpose Bonds, Series 2020A to be issued in evidence of the City's obligation under a loan agreement, the Mayor announced that bids had been received and canvassed on behalf of the City at the time and place fixed therefor.

The results of the bids were then read and the substance of such bids was noted in the minutes, as follows:

Name and Address of Bidder

**Final Bid (interest cost)** 

(Attached bid tabulation)

After due consideration and discussi	on, Council Member
introduced the following resolution and n . The Ma	on, Council Member
resolution, and the roll being called, the follow	• • • • •
Ayes:	
Nays:	
Whereupon, the Mayor declared the	resolution duly adopted as hereinafter set out.
	••••
At the conclusion of the meeting, and	d upon motion and vote, the City Council adjourned.
	Mayor
Attest:	
City Clerk	-

#### Resolution No. 2020-53

RESOLUTION AUTHORIZING AND APPROVING A LOAN AGREEMENT, PROVIDING FOR THE SALE AND ISSUANCE OF GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2020A, AND PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME

WHEREAS, the City of North Liberty (the "City"), in Johnson County, State of Iowa heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$7,280,000 for the purpose of paying the costs, to that extent, of constructing street, water system, sanitary sewer system, storm water drainage and sidewalk/pedestrian walkway improvements; and acquiring and installing street signage, lighting and signalization (the "Essential Purpose Projects"), and pursuant to law and duly published notice of the proposed action has held a hearing thereon on May 26, 2020; and

WHEREAS, the City previously proposed to enter into a loan agreement (the "Original Urban Renewal Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$5,000,000 for the purpose of paying the cost, to that extent, of constructing, furnishing and equipping a municipal police station, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of June 27, 2017, no petition had been filed with the City asking that the question of entering into the Original Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the "Supplemental Urban Renewal Loan Agreement," and together with the Original Urban Renewal Loan Agreement, the "Urban Renewal Loan Agreements"), and to borrow money thereunder in a principal amount not to exceed \$1,500,000 pursuant to the provisions of Section 384.24A and Section 384.24(3)(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of constructing, furnishing and equipping a municipal police station (the "Urban Renewal Project") (such amount being supplemental of and additional to the \$5,000,000 previously authorized for this purpose by the City Council under the Original Urban Renewal Loan Agreement), has published notice of the proposed action and has held a hearing thereon, on December 11, 2018, and as of such date, no petition had been filed with the City asking that the question of entering into the Supplemental Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the "General Purpose Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$350,000 for the purpose of paying the costs, to that extent, of constructing and equipping a new municipal dog park facility (the "General Purpose Project" and together with the Essential Purpose Projects and the Urban Renewal Project, the "Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of June 9, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City has combined the Essential Purpose Loan Agreement, the Urban Renewal Loan Agreements and the General Purpose Agreement and shall enter into a single loan agreement (the "Series 2020A Loan Agreement") in a principal amount not to exceed \$14,130,000 for the purpose of undertaking the Projects; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2020A (the "Series 2020A Bonds") to be issued in evidence of the obligation of the City under the Series 2020A Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal financial advisor (the "Financial Advisor") to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Series 2020A Bonds to be issued in evidence of the City's obligation under the Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final	consideration of all bids, the bid of	
	(the "Purchaser"), was the best, such bid	proposing the lowest
interest cost to the City; and		

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Series 2020A Bonds;

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

- Section 1. The form of agreement of sale of the Series 2020A Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.
- Section 2. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$\_\_\_\_\_ for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Series 2020A Bonds, in the aggregate principal amount of \$\_\_\_\_\_\_\_, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Series 2020A Bonds shall be dated July 8, 2020, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

	Principal	Interest Rate		Principal	Interest Rate
Year	<u>Amount</u>	Per Annum	<u>Year</u>	<u>Amount</u>	Per Annum
2022	\$880,000	%	2028	\$930,000	<u>%</u>
2023	\$885,000		2029	\$945,000	<del></del> %
2024	\$890,000		2030	\$955,000	
2025	\$900,000		2031	\$970,000	
2026	\$910,000		2032	\$980,000	<sub>0/0</sub>
2027	\$915,000				<del></del>

Section 4. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Series 2020A Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Series 2020A Bonds maturing in the years 2028 to 2032, inclusive, prior to and in any order of maturity on June 1, 2027, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2020A Bonds of any like maturity are to be redeemed, the particular part of those Series 2020A Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2020A Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Series 2020A Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2020. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2020A Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Series 2020A Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Series 2020A Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2020A Bonds shall cease to be such officer before the delivery of the Series 2020A Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2020A Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Series 2020A Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2020A Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Series 2020A Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Series 2020A Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Series 2020A Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Series 2020A Bonds with DTC, the City will discontinue the bookentry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Series 2020A Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the bookentry system for recording ownership interests in the Series 2020A Bonds.

Ownership interests in the Series 2020A Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 2020A Bonds as nominees will not receive certificated Series 2020A Bonds, but each such

Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Series 2020A Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Series 2020A Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Series 2020A Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2020A Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2020A Bonds acquired. Transfers of ownership interests in the Series 2020A Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2020A Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Series 2020A Bonds shall be in substantially the following form:

#### (Form of Bond)

# UNITED STATES OF AMERICA STATE OF IOWA JOHNSON COUNTY CITY OF NORTH LIBERTY

#### GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2020A

No				\$				
	RATE	MATURITY DATE	BOND DATE	CUSIP				
	%	June 1,	July 8, 2020					
The City of North Liberty (the "City"), in Johnson County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to								
		Cede &	Co.					
		New York, N	New York					
or regi	istered assigns	s, the principal sum of						

#### THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2020, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2020A (the "Series 2020A Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of July 8, 2020 (the "Loan Agreement"), entered into by the City for the purpose of paying the cost, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk/pedestrian walkway improvements; (2) acquiring and installing street signage, lighting and signalization; (3) constructing and equipping a new municipal dog park facility; and (4) constructing, furnishing and equipping a municipal police station.

The Series 2020A Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution (the "Resolution") of the City Council, adopted on June 23, 2020, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Series 2020A Bonds, and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Series 2020A Bonds and the rights of the owners of the Series 2020A Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Series 2020A Bonds maturing in the years 2028 to 2032, inclusive, prior to and in any order of maturity on June 1, 2027, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2020A Bonds of any like maturity are to be redeemed, the particular part of those Series 2020A Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2020A Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Series 2020A Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of North Liberty, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of July 8, 2020.

CITY OF NORTH LIBERTY, IOWA

		By <u>(DO NOT SIGN)</u> Mayor	
Attest:		,	
	(DO NOT SIGN)		
City Clerk	,	<del></del>	

Registration Date: (Registration Date)

#### REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2020A Bonds described in the within-mentioned Resolution.

UMB BANK, N.A. West Des Moines, Iowa Registrar

By (Authorized Signature)
Authorized Officer

(State)

#### **ABBREVIATIONS**

		ring abbreviations, when used in this plicable laws or regulations:	Bond, shall be construed	as though they were written out in	
TEN COM	-	as tenants in common	UTMA		
TEN ENT	-	as tenants by the entireties		(Custodian)	
JT TEN	-	as joint tenants with right of	As Custodian for		
		survivorship and not as tenants in		(Minor)	
		common	under Uniform Transfers to Minors Act		

Additional abbreviations may also be used though not in the list above.

#### **ASSIGNMENT**

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

# (Please print or type name and address of Assignee) PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE and does hereby irrevocably appoint \_\_\_\_\_\_\_\_, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution. Dated: \_\_\_\_\_\_\_ Signature guaranteed: (Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

The Series 2020A Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds, including original issue premium (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$ ) shall be retained by the Purchaser as the underwriter's discount. A portion of the Loan Proceeds (\$\_\_\_\_\_) (the "Project Proceeds"), plus the additional ), received from the sale of the Series 2020A Bonds, shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Series 2020A Bonds. The remainder of the Loan Proceeds (\$ ) (the "Cost of Issuance Proceeds"), received from the sale of the Series 2020A Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Series 2020A Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Series 2020A Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Series 2020A Bonds. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined. For the purpose of providing for the levy and collection of a direct annual

tax sufficient to pay the principal of and interest on the Series 2020A Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collect sufficient to		•	 July 1, ;	2021
For collect sufficient to		-	 July 1,	2022
For collect sufficient to		•	 July 1, ;	2023
For collections sufficient to		•	 July 1, ;	2024
For collections sufficient to		•	 July 1,	2025

collection icient to pro		•	0	•	2026,
collection icient to pro		•		•	2027,
collection icient to pro		•			2028,
collection icient to pro		•		•	2029,
collection icient to pro		•		•	
collection		-		July 1,	2031,

Section 9. A certified copy of this resolution shall be filed with the County Auditor of Johnson County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Series 2020A Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Series 2020A Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Series 2020A Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. Some of the Projects have been authorized as urban renewal projects to be undertaken in the North Liberty Urban Renewal Area. The City hereby reaffirms its intent to use tax increment revenues to pay some or all of the principal of and interest on the Series 2020A Bonds related to such urban renewal projects.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Series 2020A Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury

Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2020A Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Series 2020A Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 12. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Series 2020A Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved June 23, 2020.

	Mayor	
Attest:		
City Clerk		

STATE OF IOWA

COUNTY OF JOHNSON

#### ATTESTATION CERTIFICATE

SS:

CITY OF NORTH LIBERTY	
I, the undersigned, City Clerk of the City City Clerk I have in my possession or have acce and of its City Council and officers and that I attached with those corporate records and that th complete copy of all the corporate records in rela Loan Agreement and providing for the sale and Corporate Purpose Bonds, Series 2020A of the Loan Agreement and that the transcript hereto statement of all the measures adopted and proceed up to the present time with respect thereto.	have carefully compared the transcript hereto e transcript hereto attached is a true, correct and tion to the adoption of a resolution authorizing a dissuance of \$ General Obligation City evidencing the City's obligation under the attached contains a true, correct and complete
I further certify that no appeal has been the City Council to enter into the Loan Agreement taxes to pay the principal of and interest on the Second	•
WITNESS MY HAND this day o	f, 2020.
	City Clerk
	City Citik

#### **COUNTY FILING CERTIFICATE**

STATE OF IOWA	
SS: JOHNSON COUNTY	
certify that on the day of North Liberty filed in my office a certified copy adopted by the City Council and approved by "Resolution authorizing and approving a Loan A	cohnson County, in the State of Iowa, do hereby 2020, the City Clerk of the City of a resolution of such City shown to have been the Mayor thereof on June 23, 2020, entitled: Agreement, providing for the sale and issuance of Series 2020A, and providing for the levy of taxes copy of the resolution on file in my records.
•	For in that resolution will in due time, manner and ists of this County for collection in the fiscal year provided in the resolution.
WITNESS MY HAND this day	of, 2020.
	County Auditor



## **Water Rate Update**

## Water Utility Budget & Forecast

		FY19	FY20			FY22		FY23		FY24	FY25		FY26		FY27		FY28	3	FY29		FY30	FY31
		Actual	Budget	Budget		Estimated		Estimated		Estimated	Estimated		Estimated	Е	stimated	E	stimated	1	Estimated	Esti	mated	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		8,844	9,021	9,201	)	9,385		9,573		9,764	9,960		10,159		10,362		10,569	J	10,781		0,996	11,216
Gallons Sold		361,780,000	373,000,000	380,460,000		388,069,200	3	9,575 895,830,584		403,747,196	411,822,140		420,058,582	428	10,362	<b>⊿</b> 37	028,949		445,769,528	454,68		463,778,617
		3.5%	3.0%			3.0%	3	3.0%		3.0%	0.0%		0.0%	420	0.0%	437,	0.0%		0.0%	434,00	0.0%	2.0%
Proposed Rate Increase  Base Rate	\$	3.5% 16.12		3.0% \$ 17.10	) _		Φ.	18.14	ተ	18.68 \$	18.68		18.68 \$				18.68		18.68 \$		18.68 \$	
Rate/1000 Gallons	\$	6.51	·	\$ 17.10	\$	7.08		18.14 7.29		7.51 \$	7.51		7.51 \$		18.68 \$ 7.51 \$		7.51		7.51		7.51 \$	19.06 7.66
Rate/1000 Gallons	Φ	0.31	Φ 0.07	\$ 0.87	] <sub>\P</sub>	7.00	Φ	7.29	Φ	7.51 φ	7.51	Ψ	7.51 φ	)	7.51 φ		7.31	Φ	7.51 \$	)	7.5ι φ	7.00
Revenues																						
Water Sales	\$	3,433,351	\$ 3,642,838	\$ 3,823,118	\$	4,012,519	\$	4,211,505	\$	4,420,559 \$	4,507,370	\$	4,595,918 \$	5 4	,686,236 \$	_	1,778,361	\$	4,872,328 \$	4,96	58,174 \$	5,165,657
Sales Tax	\$	222,745	\$ 224,410	\$ 229,387	\$	240,751	\$	252,690	\$	265,234 \$	270,442	\$	275,755 \$	ò	281,174 \$		286,702	\$	292,340 \$	5 298	8,090 \$	309,939
Connection Fees/Permits	\$	156,632	\$ 85,000	\$ 108,000	\$	108,000	\$	108,000	\$	108,000 \$	108,000	\$	108,000 \$	ò	108,000 \$		108,000	\$	108,000 \$	5 108	8,000 \$	108,000
Use of Money	\$	34,838	\$ 30,000	\$ 20,000	\$	_	\$	-	\$	- \$	-	\$	- \$	ò	- \$		-	\$	- \$	5	- \$	_
Miscellaneous	\$	7,130	\$ 10,000	\$ 500	\$	500	\$	500	\$	500 \$	500	\$	500 \$	ò	500 \$		500	\$	500 \$	5	500 \$	500
Transfers	\$	_	\$ -	\$ -	\$	_	\$	-	\$	- \$	-	\$	- \$	5	- \$		-	\$	- \$	5	- \$	_
Accounts Receivable/Payable	\$	(12,885)	\$ -	\$ -	\$	-	\$	-	\$	- \$	-	\$	- \$	ò	- \$		-	\$	- \$	ò	- \$	-
Total Revenues	s \$	3,841,811	\$ 3,992,248	\$ 4,181,005	\$	4,361,771	\$	4,572,695	\$	4,794,293 \$	4,886,312	\$	4,980,173 \$	5 5	,075,910 \$	5 5	,173,562	\$	5,273,168 \$	5,374	4,765 \$	5,584,096
Francisco di di conce																						
Expenditures Budget Inflation Rate			2.41%	9.71%		5.00%		5.00%		5.00%	5.00%		5.00%		5.00%		5.00%		5.00%		5.00%	5.00%
-	\$	F.C.C 7222			·		<b>_</b>		<b></b>			<b>_</b>										
Personnel Services	_	/	\$ 669,961	\$ 688,958		•	\$	759,576		797,555 \$	837,433	\$	879,304 \$		923,270 \$		969,433		1,017,905 \$	,	8,800 \$	1,122,240
Services & Commodities	\$	1,401,385		\$ 1,134,295			\$	1,250,560		1,313,088 \$	1,378,743		1,447,680 \$	> I	,520,064 \$	l,	596,067		1,675,870 \$		9,664 \$	1,847,647
Capital	\$	151	\$ 50,000	\$ 75,000	\$	75,000	\$	75,000	\$	75,000 \$	75,000	\$	75,000 \$		75,000 \$		75,000	\$	50,000 \$	50	0,000 \$	50,000
Transfers	<b>.</b>	227.000	<b>*</b> 120.000	<b>*</b> 25.000		01.000	<b>_</b>	0.000	<b>_</b>	0F.000	100 000	<b></b>	75.000 \$		75,000 \$		75.000	<b></b>	75,000 ф		F 000	75.000
Equipment Revolving	\$	237,000	/	\$ 35,000				8,000		85,000 \$	100,000		75,000 \$		75,000 \$		75,000		75,000 \$		5,000 \$	75,000
Capital Reserve	\$	80,000	/ 1	\$ 200,000	\ \		\$	80,000		220,000 \$	210,000		200,000 \$		200,000 \$		200,000		200,000 \$		0,000 \$	200,000
Revenue Debt	\$	969,285	/	\$ 1,727,505			\$	1,501,168		1,272,818 \$	1,601,848		1,603,588 \$		,484,660 \$		484,780		1,486,420 \$	*	4,560 \$	1,485,220
GO Debt	\$	/	\$ /393,350	\$ 320,750			\$	243,900		249,400 \$	249,700		249,900 \$		- \$		-	\$	- \$		- \$	_
Billing & Accounting	\$	320,546	\$ 303,049	\$ 274,255	\$	245,015	\$	210,490	\$	221,015 \$	232,065	\$	243,668 \$		255,852 \$		268,645	\$	282,077 \$	5 2	96,181 \$	310,990
Upcoming Projects			/. /																			
SW Growth Utilities	\$	- /	<b>/\$</b> - /	\$ -	\$	143,603	\$	143,103	\$	144,542 \$	143,792		144,943 \$		143,863 \$		144,653		143,165 \$		43,561 \$	144,000
Maintenance Facility Addition	\$	- /	\$ -/	\$ -	\$	-	\$		\$	- \$	-	\$	136,683 \$		137,341 \$		137,864		138,262 \$		8,485 \$	135,304
Control Bldgs & Generators (4&5)	\$	-/	\$	\$ -	\$	-	\$		\$	- \$	-	\$	- \$	5	- \$		159,671	\$	159,114 \$		50,715 \$	159,880
Plant Expansion & Well(s)  Total Expenditures	\$	2.0CE 000	\$ /-	\$ - \$ 4,455,763	\$	4,483,089	\$		\$	- \$ 4,378,418 \$	4,828,581	\$	- \$	. 4	- \$ ,815,049 <b>\$</b>		- E 111 110	\$	308,296 \$ <b>5,536,109</b> \$		07,221 \$	310,311
i otal Expenditures	5 \$	3,965,990	\$ 4,061,467	\$ 4,455,76 <i>3</i>	•	4,483,089	<b>Þ</b>	4,2/1,/9/	\$	4,378,418 \$	4,828,581	\$	5,055,767 \$	> 4	,815,049 \$	•	5,111,113	\$	5,536,109 \$	5,68	4,186 \$	5,840,592
Net Change in Fund Balance	\$	(124,179)	\$ (69,219)	\$ (274,758)	\$	(121,318)	\$	300,898	\$	415,875 \$	57,732	\$	(75,594) \$	5	260,861 \$	;	62,450	\$	(262,941) \$	(30	9,421) \$	(256,495)
Beginning Fund Balance	\$ /	1,499,991	\$ 1,375,812	\$ 1,306,593	\$	1,031,835	\$	910,517	\$	1,211,414 \$	1,627,289	\$	1,685,021 \$	5 1	1,609,427 \$	1.	870,288	\$	1,932,738 \$	1.66	9,797 \$	1,360,375
Ending Fund Balance	\$		\$ 1,306,593					1,211,414		1,627,289 \$	1,685,021		1,609,427 \$		870,288 \$		932,738		1,669,797 \$		0,375 \$	1,103,880
W Decembed		34.69%	32.17%	22.160/		20.210/		20.26%		37.17%	2400%		31.83%		20.040/		27 010/	,	20.16%	_	22.020/	18.90%
% Reserved	/	34.69%	32.17%	23.16%	)	20.31%		28.36%		37.17%	34.90%		31.83%		38.84%		37.81%	0	30.16%	4	23.93%	18.90%
Total Personnel Costs % of Water Utility Expenditures	\$	566,723 14.29%	\$ 669,961 16.50%			723,406 16.14%	\$	759,576 17.78%	\$	797,555 \$ 18.22%	837,433 17.34%		879,304 \$ 17.39%	5	923,270 \$ 19.17%		969,433 18.97%		1,017,905 \$ 18.39%		8,800 \$ 18.80%	1,122,240 19.21%
		17.23/0	10.5070	15.70%		10.17/0		17.7070		10.22/0	17.5470		17.5570		15.17 /0		10.57 //		10.0070		.5.5570	15.21/0
Debt Service Coverage		100	100	122		150		100		205	1.00		1.61		170		1 71		170		160	170
Net Revenue/All Revenue Debt Required Coverage		1.93 1.20	1.89 1.20	1.32 1.20		1.56 1.20		1.66 1.20		2.05 1.20	1.62 1.20		1.61 1.20		1.72 1.20		1.71 1.20	7	1.70 1.20		1.68 1.20	1.73 1.20
Desired Coverage		1.20	1.25	1.25		1.25		1.25		1.25	1.25		1.20 1.25		1.25		1.25		1.25		1.25	1.25
Difference (Actual vs. Required)		0.73	0.69	0.12		0.36		0.46		0.85	0.42		0.41		0.52		0.51		0.50		0.48	0.53
ACCOUNT FOR Well #5 recasing	1		FOR new debt o				, dat		) င၊	pare valves & flo		′5K)	RFPI ACE mon	mbra				יינוןי	n trailer (\$35K w			streets)
ACCOUNT FOR Well #3 recasing	d	ACCOUNT	OK Hew debt (	Lorning Orilline	Ľ	GIS Utillty	ual	ACPA) Scaub.	ا, ح	haie valves & 110	w meters (\$/	JK)	ILF LACE Men	IIDId	1162 (400K)		VaC	Juuii	I cialiel (455K W	, sewer,	waste a s	succis)

NL Planning Model FY21 - Updated Utility Projections
Water Utility

## Water Utility Budget & Forecast

							Wate	er Ra	ate Incre	ase	Analysis	5							
							Month	ly W	ater Costs	Base	d on Usag	e							
			FY19	FY20	FY21	FY22	FY23		FY24		FY25		FY26	FY27	FY28	FY29	FY30	)	FY31
	3,000	\$	29.14	\$ 29.94	\$ 30.84	\$ 31.76	\$ 32.72	\$	33.70	\$	33.70	\$	33.70	\$ 33.70	\$ 33.70	\$ 33.70	\$ 33.70	\$	34.37
	5,000	\$	42.16	\$ 43.28	\$ 44.58	\$ 45.92	\$ 47.29	\$	48.71	\$	48.71	\$	48.71	\$ 48.71	\$ 48.71	\$ 48.71	\$ 48.71	\$	49.69
	8,000	\$	61.69	\$ 63.29	\$ 65.19	\$ 67.14	\$ 69.16	\$	71.23	\$	71.23	\$	71.23	\$ 71.23	\$ 71.23	\$ 71.23	\$ 71.23	\$	72.66
	11,000	\$	81.22	\$ 83.30	\$ 85.80	\$ 88.37	\$ 91.02	\$	93.75	\$	93.75	\$	93.75	\$ 93.75	\$ 93.75	\$ 93.75	\$ 93.75	\$	95.63
SUC	15,000	\$	107.26	\$ 109.98	\$ 113.28	\$ 116.68	\$ 120.18	\$	123.78	\$	123.78	\$	123.78	\$ 123.78	\$ 123.78	\$ 123.78	\$ 123.78	\$	126.26
Gallons	3,000		_	\$ 0.80	\$ 0.90	\$ 0.93	\$ 0.95	\$	0.98	\$	_	\$	_	\$ _	\$ _	\$ _	\$ _	\$	0.67
.⊑	5,000	<u>a</u>	, fil	\$ 1.12	\$ 1.30	1.34	\$ 1.38	\$	1.42	\$	_	\$	_	\$ _	\$ _	\$ _	\$ _	\$	0.97
ij	8,000	dditional	ost/Month	\$ 1.60	\$ 1.90	1.96	\$ 2.01	\$	2.07	\$	_	\$	_	\$ _	\$ _	\$ _	\$ _	\$	1.42
ф	11,000	p <sub>o</sub> ≷	st/	\$ 2.08	\$ 2.50	\$ 2.57	\$ 2.65	\$	2.73	\$	_	\$	_	\$ _	\$ _	\$ _	\$ _	\$	1.88
Consumption in	15,000	∢	Ö	\$ 2.72	\$ 3.30	\$ 3.40	\$ 3.50	\$	3.61	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$	2.48
Ö	3,000			\$ 9.60	\$ 10.78	\$ 11.10	\$ 11.43	\$	11.78	\$	_	\$	_	\$ _	\$ _	\$ _	\$ _	\$	8.09
	5,000	na '	Year	\$ 13.44	\$ 15.58	\$ 16.05	16.53	\$	17.03	\$	_	\$	_	\$ _	\$ _	\$ _	\$ _	\$	11.69
	8,000	Additional Water	ž Š	\$ 19.20	\$ 22.78	\$ 23.47	\$ 24.17	\$	24.90	\$	_	\$	_	\$ _	\$ _	\$ _	\$ _	\$	17.10
	11,000	ig d	Cost/	\$ 24.96	\$ 29.99	\$ 30.89	\$ 31.81	\$	32.77	\$	_	\$	_	\$ _	\$ _	\$ _	\$ _	\$	22.50
	15,000	⋖	O	\$ 32.64	\$ 39.59	\$ 40.78	\$ 42.00	\$	43.26	\$	_	\$	_	\$ _	\$ _	\$ _	\$ _	\$	29.71

## Waste Water Utility Budget & Forecast

		FY19		FY20		FY21		FY22		FY23		FY24		FY25		FY26		FY27		FY28		FY29		FY30		FY31
		Actual		Budget		Budget		Estimated		Estimated		Estimated		Estimated		Estimated		Estimated		Estimated		Estimated		Estimated		Estimated
						0.000						0.000/								0.000/		0.000				
Budget Inflation Rate		0.506		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		8,596	2.	8,768	2.	8,943	٦	9,122		9,305		9,491		9,680		9,874		10,072	4.	10,273		10,478	4.5	10,688		10,902
Gallons Sold		361,131,000	3	71,000,000	3	78,420,000	3 1	85,988,400		393,708,168		401,582,331	4	409,613,978		417,806,258	•	426,162,383	4.	34,685,630	2	143,379,343	4:	52,246,930	4	461,291,868
Proposed Rate Increase		3%	_	1%		0%		0%	_	0%	_	0%	_	0%	_	1%	_	1%	_	0%	_	0%	_	0%		0%
Base Rate	\$	30.93		31.24		31.24	\$	31.24	\$		\$		\$	31.24		31.55	•		\$		\$	31.87		31.87		31.87
Rate/1000 Gallons	\$	5.57	\$	5.63	\$	5.63	\$	5.63	\$	5.63	\$	5.63	\$	5.63	\$	5.68	\$	5.74	\$	5.74	\$	5.74	\$	5.74	5	5.74
Revenues																										
Waste Water Sales	\$	4,616,525	\$	4,749,202	\$	4,827,423	\$	4,923,972	\$	5,022,451	\$	5,122,900	\$	5,225,358	\$	5,383,164	\$	5,545,736	\$	5,656,650	\$	5,769,783	\$	5,885,179	5	6,002,883
Sales Tax	\$	-	\$	-	\$	_	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	- 9	5	_
Connection Fees/Permits	\$	42,875	\$	20,000	\$	35,000	\$	25,000	\$	25,000	\$	25,000	\$	25,000	\$	25,000	\$	25,000	\$	25,000	\$	25,000	\$	25,000	5	25,000
Use of Money	\$	50,564	\$	40,000	\$	20,000	\$	300	\$	300	\$	300	\$	300	\$	300	\$	300	\$	300	\$	300	\$	300	5	300
Miscellaneous	\$	15,096	\$	16,000	\$	6,000	\$	6,000	\$	6,000	\$	6,000	\$	6,000	\$	6,000	\$	6,000	\$	6,000	\$	6,000	\$	6,000	5	6,000
Transfers	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	\$	- 9	5	_
Accounts Receivable/Payable	\$	(16,801)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	- 9	5	-
Total Revenues	\$	4,708,259	\$	4,825,202	\$	4,888,423	\$	4,955,272	\$	5,053,751	\$	5,154,200	\$	5,256,658	\$	5,414,464	\$	5,577,036	\$	5,687,950	\$	5,801,083	\$	5,916,479	\$ (	6,034,183
Expenditures																										
Budget Inflation Rate				8.18%		4.68%		10.00%		5.00%		5.00%		5.00%		5.00%		5.00%		5.00%		5.00%		5.00%		5.00%
Personnel Services	\$	581.731	¢	712,183	¢	754,543	\$	829,997	\$		\$		\$		\$		\$		\$	1,112,276	¢	1,167,890	¢	1,226,284		1,287,598
Services & Commodities	\$	735,279	\$	1,025,975	Ф	1,055,975		1,161,573	\$	,	\$	,	\$	•	\$		\$	, ,	\$	1,556,618	\$	1,634,449	Ф			1,801,980
Capital	\$	733,279	\$	50,000	Ф	9,600	\$	1,101,373	\$	1,219,031	Ф		\$	, ,	\$	, ,	\$	1,402,494	Ф	1,330,010	Ф	1,034,449	Ф	1,716,172		1,001,900
Transfers	Φ	_	Φ	50,000	Ф	9,600	Ф	_	Φ	-	Ф	-	Φ	_	Φ	-	Φ	-	Φ	-	Φ	-	Φ	- 1	)	_
Equipment Revolving	\$	87.000	\$	65,000	\$	125,000	\$	84,750	\$	90,000	\$	75,000	φ.	75,000	¢.	75,000	\$	75,000	\$	75,000	\$	75,000	rt.	75,000		75,000
Capital Reserve	\$	485.000	\$	530,388	\$ /	570,083	\$	370,000	\$	,	\$	370,000		,	\$		Э \$	•	\$	565,000	\$	290,000		565,000		290,000
Revenue Debt	\$	1,828,789	\$	1,725,139	Ф	1,778,283	R T	1,779,164	\$	,	\$	1,782,472		1,785,516		1,786,354		•	\$	1,557,153	\$	,	\$	1,576,119		
GO Debt	\$	476.400	\$	472,350	ф	473,200	-/	468,800	\$		\$		\$		\$		\$	, ,	\$	1,337,133	\$		\$	- 9		1,576,457
	\$	320.546	\$	303.049	Ф	274,255		245,015	\$	210,490		,	\$	232,065		,	\$	,	\$	268,645	\$		\$	296,181		310,990
Billing & Accounting	Φ	320,340	Φ	303,049	Φ	2/4,233	Φ	243,013	Φ	210,490	Φ	221,013	Φ	232,003	Φ	243,000	Φ	233,632	Φ	200,043	Φ	202,077	Φ	290,101	)	310,990
Upcoming Projects Sewer Lines & Generator	\$		\$		¢	71,540	\$	71,885	\$	72,159	\$	72,367	\$	72,484	ф	70,819	\$	70,787	\$	72,339	\$	72,044	ф	71,651		
SW Growth Utilities	\$	_	\$	/ -	Ф	71,540	\$	281,879	\$		\$	283,131			\$		\$	,	\$	282,567	\$	283,308		283,670		285,000
Mid/Long Term Projects	\$	_	Φ	_	Φ		\$	206,675			\$	206,438		206,438		206,438			\$	206,438	\$	205,308		206,438		206,550
Total Expenditures	Ψ	4,514,745/	\$	4,884,084	\$	5,112,479		5,499,738	$\rightarrow$	,		5,675,728		5,828,314				5,760,081				5,586,682		6,016,514		5,833,575
Net Change in Fund Balance	\$	193,514	¢	(58,882)	<b>¢</b>	(224.056)	4	(544,466)	¢	(517,561)	¢	(521,528)	¢	(571,656)	¢	(541,480)	¢	(183,045)	¢	(8,085)	¢	214,401	¢	(100,035)		200,608
-	Ψ		Ψ					. , ,												• • •	Ψ	·				·
Beginning Fund Balance Ending Fund Balance	\$ <b>\$</b>	/.,=,	\$ <b>\$</b>	4,407,331 <b>4,348,449</b>	\$ <b>\$</b>	4,348,449 <b>4,124,394</b>		4,124,394 <b>3,579,928</b>			\$ <b>\$</b>	3,062,367 <b>2,540,839</b>		2,540,839 <b>1,969,183</b>		1,969,183 <b>1,427,703</b>	\$ <b>\$</b>	1,427,703 <b>1,244,658</b>		1,244,658 <b>1,236,573</b>	\$ <b>\$</b>	1,236,573 <b>1,450,973</b>		1,450,973 \$ <b>1,350,938</b> \$		1,350,938 <b>1,551,546</b>
% Reserved		97.62%		89.03%		80.67%		65.09%		54.97%		44.77%		33.79%		23.97%		21.61%		21.71%		25.97%		22.45%		26.60%
Total Personnel Costs % of Waste Water Utility Expenditures	\$	581,731 12.89%	\$	712,183 14.58%		754,543 14.76%	\$	829,997 15.09%	\$	871,497 15.64%	\$	915,072 16.12%	\$	960,826 16.49%	\$	1,008,867 16.94%	\$	1,059,310 18.39%	\$	1,112,276 19.53%	\$	1,167,890 20.90%	\$	1,226,284 20.38%	5	1,287,598 22.07%
Debt Service Coverage																										
Net Revenue/All Revenue Debt		1.85		1.76		1.73		1.67		1.66		1.66		1.65		1.68		1.70		1.94		1.90		1.89		1.87
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)		0.65		0.56		0.53		0.47		0.46		0.46		0.45		0.48		0.50		0.74		0.70		0.69		0.67
ADD vacuum trailer (\$35K w/ sev	ver, v	water & stree	ets)	REPLACE	pick	cup truck (\$	65K)	) , lawn mow	er (\$	\$25K)	ΑD	<b>D</b> GIS utility	dat	abase (\$105,0	083	3) <b>REHAE</b>	<b>3</b> m	anholes (\$70	)K),	sewer main	(\$1	75K) <b>REF</b>	PLA	<b>CE</b> membrar	es	

NL Planning Model FY21 - Updated Utility Projections

Waste Water Utility

## Waste Water Utility Budget & Forecast

							Waste W	/ate	er Rate Ir	ncre	ase Anal	lysis	;						
							Monthly V	Vast	e Water Co	sts B	ased on U	sage	•						
		FY	19	FY20	FY21	FY22	FY23		FY24		FY25		FY26	FY27	FY28	FY29	FY30	)	FY31
	3,000	\$ 42.0	7 \$	42.49	\$ 42.49	\$ 42.49	\$ 42.49	\$	42.49	\$	42.49	\$	42.92	\$ 43.34	\$ 43.34	\$ 43.34	\$ 43.34	\$	43.34
	5,000	\$ 53.2	21 \$	53.74	\$ 53.74	\$ 53.74	\$ 53.74	\$	53.74	\$	53.74	\$	54.28	\$ 54.82	\$ 54.82	\$ 54.82	\$ 54.82	\$	54.82
	8,000	\$ 69.9	2 \$	70.62	\$ 70.62	\$ 70.62	\$ 70.62	\$	70.62	\$	70.62	\$	71.33	\$ 72.04	\$ 72.04	\$ 72.04	\$ 72.04	\$	72.04
	11,000	\$ 86.6	3 \$	87.50	\$ 87.50	\$ 87.50	\$ 87.50	\$	87.50	\$	87.50	\$	88.37	\$ 89.25	\$ 89.25	\$ 89.25	\$ 89.25	\$	89.25
SL	15,000	\$ 108.9	91 \$	110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$	110.00	\$	110.00	\$	111.10	\$ 112.21	\$ 112.21	\$ 112.21	\$ 112.21	\$	112.21
Gallons																			
Ď	3,000	- ja 4:	\$	0.42	\$ -	\$ -	\$ -	\$	-	\$	-	\$	0.42	\$ 0.43	\$ -	\$ -	\$ -	\$	-
Ξ	5,000	Additional Waste Water Cost/Month	\$	0.53	\$ -	\$ -	\$ -	\$	-	\$	-	\$	0.54	\$ 0.54	\$ -	\$ -	\$ -	\$	-
Otic	8,000	ditio	\$	0.70	\$ -	\$ -	\$ -	\$	-	\$	-	\$	0.71	\$ 0.71	\$ -	\$ -	\$ -	\$	-
Ĕ	11,000	Add ast ost	\$	0.87	\$ -	\$ -	\$ -	\$	-	\$	-	\$	0.87	\$ 0.88	\$ -	\$ -	\$ -	\$	-
Consumption in	15,000	\ \ \ \	\$	1.09	\$ -	\$ -	\$ -	\$	-	\$	-	\$	1.10	\$ 1.11	\$ -	\$ -	\$ -	\$	-
ပိ																			
I	3,000	_ 6 _	\$	5.05	\$ _	\$ _	\$ _	\$	_	\$	_	\$	5.10	\$ 5.15	\$ _	\$ _	\$ _	\$	_
I	5,000	Additional Waste Water Cost/Year	\$	6.39	\$ _	\$ _	\$ _	\$	_	\$	_	\$	6.45	\$ 6.51	\$ _	\$ _	\$ _	\$	_
I	8,000	litic e M t/Y	\$	8.39	\$ -	\$ _	\$ _	\$	_	\$	_	\$	8.47	\$ 8.56	\$ _	\$ -	\$ -	\$	_
I	11,000	Adc ast	\$	10.40	\$ -	\$ _	\$ _	\$	_	\$	_	\$	10.50	\$ 10.60	\$ _	\$ -	\$ -	\$	_
I	15,000	* § 0	\$	13.07	\$ -	\$ -	\$ -	\$	-	\$	-	\$	13.20	\$ 13.33	\$ -	\$ -	\$ -	\$	_

## Storm Water Utility #1

		FY19		FY20		FY21		FY22		FY23		FY24		FY25
		Actual		Budget		Budget		Estimated		Estimated		Estimated		Estimated
				0.000/		0.000/		0.000/		0.000/		0.000/		0.000
Budget Inflation Rate		0.500		2.02%		2.00%		2.00%		2.00%		2.00%		2.00%
Number of Accounts	_	8,593	_	8,767	_	8,942	_	9,121		9,304	_	9,490	_	9,679
Base Rate	\$	2.00	\$	2.00	\$	2.00	\$	2.00	\$	2.00	\$	2.00	\$	2.00
Revenues														
Storm Water Fees	\$	208,266	\$	210,408	\$	214,616	\$	218,908	\$	223,287	\$	227,752	\$	232,307
Sales Tax	\$	-	\$	-	\$	-	\$	-	\$	-	\$	_	\$	-
Connection Fees/Permits	\$	-	\$	-	\$	_	\$	-	\$	-	\$	-	\$	-
Use of Money	\$	1,774	\$	1,000	\$	1,000	\$	1,000	\$	1,000	\$	1,000	\$	1,000
Miscellaneous	\$	1,524	\$	-	\$	_	\$	-	\$	-	\$	-	\$	-
Transfers	\$	-	\$	-	\$	-	\$	-	\$	-	\$	_	\$	-
Accounts Receivable/Payable	\$	-	\$	-	\$	_	\$	-	\$	-	\$	-	\$	-
	Total \$	211,564	\$	211,408	\$	215,616	\$	219,908	\$	224,287	\$	228,752	\$	233,307
Expenditures														
Budget Inflation Rate				-14.74%		5.00%		5.00%		5.00%		5.00%		5.00%
Personnel Services	\$	89,702	\$	99,526	\$	103,395	\$	108,565	\$	113,993	\$	119,693	\$	125,677
Services & Commodities	\$	44,990	\$	54,800	\$	85,600	\$	89,880	\$	94,374	\$	99,093	\$	104,047
Capital	\$	_	\$	_	\$	- -	\$	-	\$	_	\$	_	\$	_
Transfers														
Equipment Revolving	\$	64,000	\$	23,000	\$	70,000	\$	_	\$	40,750	\$	87,500	\$	82,500
Capital Reserve	\$	20,000	\$	6,000	\$	-	\$	-	\$	-	\$	_	\$	-
Debt	\$	_	\$	_	\$	_	\$	-	\$	_	\$	_	\$	_
Billing & Accounting	\$	33,742	\$	31,900	\$	28,696	\$	25,791	\$	22,157	\$	23,265	\$	24,428
	Total \$	252,434	\$	215,226	\$	287,691	\$	224,236	\$	271,274	\$	329,550	\$	336,653
Net Change in Fund Balance	\$	(40,870)	\$	(3,818)	\$	(72,075)	¢	(4,327)	¢	(46,987)	¢	(100,798)	¢	(103,345)
Net Change III Fund Balance	Ψ	(40,870)	Φ	(3,010)	Ψ	(72,073)	Ф	(4,327)	Ф	(40,987)	Ψ	(100,798)	Ψ	(103,343)
Beginning Fund Balance	\$	199,383	\$	158,513	\$	154,695	\$	82,620	\$	78,293	\$	31,306	\$	(69,492)
Ending Fund Balance	\$	158,513	\$	154,695	\$	82,620	\$	78,293	\$	31,306	\$	(69,492)	\$	(172,838)
% Reserved		62.79%		71.88%		28.72%		34.92%		11.54%		-21.09%		-51.34%
A Breakdown of Storm Water U	tility													
Total Personnel Costs	\$	89,702	\$	99,526	\$	103,395	\$	108,565	\$	113,993	\$	119,693	\$	125,677
% of Storm Water Utility Expendit	ures	35.53%		46.24%		35.94%		48.42%		42.02%		36.32%		37.33%

### Storm Water Utility #2

		FY19		FY20	FY21	FY22	FY23	FY24	FY25
		Actual		Budget	Budget	Estimated	Estimated	Estimated	Estimated
Budget Inflation Rate				2.02%	2.00%	2.00%	2.00%	2.00%	2.00%
Number of Accounts		8,593		8.767	8,942	9,121	9.304	9.490	9.679
Base Rate	\$	2.00	\$	2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Revenues									
Storm Water Fees	\$	208,266	\$	210,408	\$ 214,616	\$ 218,908	\$ 223,287	\$ 227,752	\$ 232,307
Sales Tax	\$	-	\$	-	\$ -	\$ _	\$ _	\$ -	\$ _
Connection Fees/Permits	\$	_	\$	-	\$ -	\$ _	\$ -	\$ -	\$ -
Use of Money	\$	1,774	\$	1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Miscellaneous	\$	1,524	\$	-	\$ -	\$ _	\$ -	\$ -	\$ -
Transfers	\$	_	\$	_	\$ -	\$ _	\$ _	\$ _	\$ -
Accounts Receivable/Payable	\$	_	\$	_	\$ -	\$ -	\$ -	\$ _	\$ -
	Total \$	211,564	\$	211,408	\$ 215,616	\$ 219,908	\$ 224,287	\$ 228,752	\$ 233,307
Expenditures									
Budget Inflation Rate				-14.74%	5.00%	5.00%	5.00%	5.00%	5.00%
Personnel Services	\$	89,702	\$	99,526	\$ 103,395	\$ 108,565	\$ 113,993	\$ 119,693	\$ 125,677
Services & Commodities	\$	44,990	\$	54,800	\$ 85,600	\$ 89,880	\$ 94,374	\$ 99,093	\$ 104,047
Capital	\$	_	\$	_	\$ _	\$ _	\$ -	\$ _	\$ -
Transfers									
Equipment Revolving	\$	64,000	\$	23,000	\$ 70,000	\$ 48,750	\$ 37,500	\$ 37,500	\$ 82,500
Capital Reserve	\$	20,000	\$	6,000	\$ 179,000	\$ 240,000	\$ 78,000	\$ 90,000	\$ 125,000
Debt	\$	_	\$	_	\$ /	\$ _	\$ _	\$ _	\$ _
Billing & Accounting	\$	33,742	\$	31,900	\$ 28,696	\$ 25,791	\$ 22,157	\$ 23,265	\$ 24,428
	Total \$	252,434	\$	215,226	\$ 466,691	\$ 512,986	\$ 346,024	\$ 369,550	\$ 461,653
Net Change in Fund Balance	\$	(40,870)	\$	(3,818)	\$ (251,075)	\$ (293,077)	\$ (121,737)	\$ (140,798)	\$ (228,345)
Beginning Fund Balance	\$	199,383	\$ /	158,513	\$ 154,695	\$ (96,380)	\$ (389,457)	\$ (511,194)	\$ (651,992)
Ending Fund Balance	\$	158,513	\$	154,695	\$ (96,380)	\$ (389,457)	\$ (511,194)	\$ (651,992)	\$ (880,338)
						\			
% Reserved		62.79%		71.88%	-20.65%	-75.92%	-147.73%	-176.43%	-190.69%
A Breakdown of Storm Water U							 \		
Total Personnel Costs	\$	89,702 35.53%		99,526 46.24%	\$ 103,395 22.15%	\$ 108,565 21.16%	\$ 113,993 32.94%	\$ 119,693 32.39%	125,677 27.22%
% of Storm Water Utility Expendit	ui es	33.53%		40.24%	22.15%	∠1.10%	32.94%	32.39%	21.22%

**ADD** vacuum trailer (\$35K w/ waste, water & streets) **REPLACE** wide area mower (\$35K)

#### MAINTAIN/CLEAN

Biocells at Centennial Park, Penn Meadows, Ranshaw Way (\$19K) Muddy Creek Flood Control: Segment 1 of 7 (\$25K) Penn Meadows Biocell Repair (\$27K)

## **Utility Rate Analysis**

V	Vaste	Water Rat	e Inc	rease Analy	ysis			
		FY20		FY21	Di	fference		
Base Rate	\$	31.24	\$	31.24	\$	(0.00)		
Rate/1000 gallons	\$	5.63	\$	5.63	\$	(0.00)		
		Cost pe	r Mo	onth		FY21 Inc	rea	ise
Consumption (in gallons)		FY20		FY21		%		\$
3,000	\$	42.50	\$	42.49		0%	\$	(0.01)
5,000	\$	53.76	\$	53.74		0%	\$	(0.02)
8,000	\$	70.65	\$	70.62		0%	\$	(0.03)
11,000	\$	87.54	\$	87.50		0%	\$	(0.04)

	Wa	ater Rate In	crea	ase Analysis	i			
		FY20		FY21	Di	fference		
Base Rate	\$	16.60	\$	17.10	\$	0.50		
Rate/1000 gallons	\$	6.71	\$	6.87	\$	0.16		
		Cost pe	r Mo	onth		FY21Inc	rea	se
Consumption (in gallons)		FY20		FY21		%		\$
3,000	\$	30.02	\$	30.84		3%	\$	0.82
5,000	\$	43.44	\$	44.58		3%	\$	1.14
8,000	\$	63.57	\$	65.19		3%	\$	1.62
11,000	\$	83.70	\$	85.80		3%	\$	2.10

S	torm	Water Rat	e Inc	rease Anal	ysis			
		FY20		FY21	Differ	ence		
Base Rate	\$	2.00	\$	2.00	\$	-		
Rate/1000 gallons	\$	-	\$	-	\$	-		
		Cost pe	r Mo	nth	F	<b>Y21 Inc</b>	rea	se
Consumption		FY20		FY21	%			\$
(in gallons)								
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 pe	r Mc	onth	FY21 Inc	rea	se
Consumption (in gallons)		FY20		FY21	%		\$
3,000	\$	74.52	\$	75.33	1%	\$	0.81
5,000	\$	99.20	\$	100.32	1%	\$	1.12
8,000	\$	136.22	\$	137.81	1%	\$	1.59
11,000	\$	173.24	\$	175.30	1%	\$	2.06

#### Ordinance No. 2020-04

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	\$ 17.10
All over 1,000 gallons	\$ 6.87

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 9, 2020.	
Second reading on	
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. <u>2020-04</u> in <i>The Leader</i> on the day of, 2020.
TRACEY MULCAHEY, CITY CLERK



## **FY 20-21 Wages**

#### Resolution No. 2020-54

# A RESOLUTION AUTHORIZING SALARIES AND HOURLY WAGES FOR CITY EMPLOYEES FOR THE FISCAL YEAR OF JULY 1, 2020 THROUGH JUNE 30, 2021

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

**WHEREAS**, the following full-time and permanent part-time employees and/or positions of the City of North Liberty shall be paid the gross wages and salaries indicated in Attachment A for the fiscal year beginning July 1, 2020 and ending June 30, 2021;

**WHEREAS,** overtime pay for hourly employees is at one and one-half times the regular hourly rate of pay for hours worked in excess of forty hours per week; and

**WHEREAS**, the City Clerk of the City of North Liberty is hereby authorized to issue checks, less legally required or authorized deductions from the amount set out above, on the days of the payroll, and to make contributions to IPERS, Social Security and Medicare, or other purposes required by law or authorized by the City Council all subject to audit and review of the City Council.

**NOW, THEREFORE, BE IT RESOLVED** that the attached list of salaries and hourly wages for the Fiscal Year of July 1, 2020 through June 30, 2021 is approved.

**APPROVED AND ADOPTED** this 23rd day of June, 2020.

CITY OF NORTH LIBERTY:
ΓERRY L. DONAHUE, MAYOR
ATTEST:
, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of th City Council of said City, held on the above date, among other proceedings, the above wa adopted.
TRACEY MULCAHEY, CITY CLERK

North Liberty – 2020 Resolution Number 2020–54

Employee	Position	Rate	of Pay
Police			
Venenga, Diane	Police Chief	\$10,576.80	Monthly Salary
Landsgard, Tyson	Police Lieutenant	\$8,581.73	Monthly Salary
Regenwether, Creighton	Police Sergeant	\$7,307.73	Monthly Salary
Shine, Chris	Police Sergeant	\$7,307.73	Monthly Salary
Ross, Ruben	Police Sergeant	\$6,968.00	Monthly Salary
Seymour, Mitch	Police Sergeant	\$6,805.07	Monthly Salary
Ruffcorn, Alisha	Administrative Assistant II	\$25.01	Hourly
Rich, Lauryn	Administrative Assistant	\$21.61	Hourly
Tygart, Chuck	Police Officer	\$34.70	Hourly
Rockafellow, Ryan	Police Officer	\$34.70	Hourly
Santiago, Juan	Police Officer	\$29.95	Hourly
Miller, Joel	Police Officer	\$34.70	Hourly
Jennings, Andy	Police Officer	\$34.70	Hourly
Clubb, Travis	Police Officer-Investigator	\$33.52	Hourly
Davis, Bryan	Police Officer	\$32.33	Hourly
Wood, Casey	Police Officer-DTF	\$32.33	Hourly
Sammons, Scott	Police Officer	\$32.33	Hourly
Campbell, Ben	Police Officer	\$31.13	Hourly
Sexton, Bruce	Police Officer	\$29.95	Hourly
Madole, Spence	Police Officer	\$29.95	Hourly
Kapfer, Eric	Police Officer	\$29.95	Hourly
Fjelstul, Alec	Police Officer	\$27.57	Hourly
Helzer	Police Officer	\$26.40	Hourly
Burma	Non-Certified Police Officer	\$20.17	Hourly
Jacobi	Non-Certified Police Officer	\$20.17	Hourly
Monroe	Non-Certified Police Officer	\$20.17	Hourly
Fire			
Platz, Brian	Fire Chief	\$4,881.60	Bi-Weekly Salary
Hardin, Bryan	Assistant Fire Chief	\$2,071.76	Bi-Weekly Salary
Schmooke, William	Assistant Fire Chief	\$1,976.06	Bi-Weekly Salary
Jaeger, Jeffrey	Part-Time Fire Fighter	\$14.42	Hourly
English, Joseph	Part-Time Fire Fighter	\$14.42	Hourly
Reasner, Richard	Part-Time Fire Fighter	\$14.42	Hourly
Miller, Jordan	Part-Time Fire Fighter	\$14.42	Hourly
Schultz, Christine	Part-Time Fire Fighter	\$14.42	Hourly
Schoening, Austin	Part-Time Fire Fighter	\$14.42	Hourly
Schellenberg, Phillip	Part-Time Fire Fighter	\$14.42	Hourly

### Building

Palmer, Thomas	Building Official	\$8,673.60	Monthly Salary
Yoder, Benjamin	Building Inspector I	\$28.83	Hourly
Wolfe, Michael	Stormwater Coordinator	\$32.25	Hourly
Warnstaff, Kari	Administrative Assistant	\$21.10	Hourly

### **Public Safety**

Lewis, Amy	School Crossing Guard	\$20.22	Hourly
Etherington, Alfred	School Crossing Guard	\$18.51	Hourly
Napierala, Daniel	School Crossing Guard	\$17.48	Hourly
Fisher, Rose	School Crossing Guard	\$17.02	Hourly
Jetter, James	School Crossing Guard (Sub)	\$19.07	Hourly
Fisher, John	School Crossing Guard (Sub)	\$17.02	Hourly

#### Library

Garner, Jennifer	Library Director	\$8,495.07	Monthly Salary
Jordebrek, Jennifer	Assistant Library Director	\$6,805.07	Monthly Salary
Lubben, Janet	Technology Services Librarian	\$31.65	Hourly
Harrison, Melanie	Marketing & Events Coordinator	\$29.52	Hourly
Frisbie, Andrew	Collection Development Librarian	\$27.37	Hourly
O'Sheridan-Tabor, Emily	Family Services Librarian	\$26.22	Hourly
Silva, Erin	Youth & Teen Services Librarian	\$26.22	Hourly
Golly, Amy	Adult Services Librarian	\$25.01	Hourly
Forkenbrock, Kellee	Public Services Librarian	\$23.20	Hourly
Hodgson, Kayla	Assistant Youth & Teen Services Librarian	\$15.85	Hourly
Hartman, Marjorie	Library Assistant II	\$13.42	Hourly
Adolphson, Melanie	Library Assistant II	\$13.74	Hourly
Brase, Corrie	Library Assistant I	\$12.01	Hourly
Wegener, Lora	Library Assistant I	\$11.69	Hourly
Collier, Lisa	Library Assistant I	\$11.69	Hourly
Petersen, Elizabeth	Library Assistant I	\$11.69	Hourly
Schneider, Erik	Library Page	\$12.72	Hourly

#### **Parks**

Goldsmith, Guy	Director Parks, Buildings, Grounds	\$8,673.60	Monthly Salary
Hamer, Timothy	Assistant Director Parks, Buildings, Grounds	\$36.88	Hourly
Hamer, Brian	Parks Maintenance Worker III	\$30.22	Hourly
Clendenen, Zachery	Parks Maintenance Worker III	\$23.86	Hourly
Amos, Dustin	Parks Maintenance Worker III	\$23.86	Hourly
Flaucher, Brandon	Parks Maintenance Worker II	\$22.13	Hourly
Conklin, Jerry	Seasonal Groundskeeper	\$14.09	Hourly
Eilers, Theodore	Seasonal Groundskeeper	\$14.09	Hourly
Nelson, Blake	Seasonal Groundskeeper	\$14.09	Hourly
White, Austin	Seasonal Groundskeeper	\$14.09	Hourly
Anderson, Samuel	Seasonal Groundskeeper	\$14.09	Hourly
West, Adam	Seasonal Groundskeeper	\$14.09	Hourly
Sanders, Michael	Seasonal Groundskeeper	\$13.71	Hourly
Adolph, Charles	Seasonal Groundskeeper	\$13.71	Hourly
Hasley, Jakob	Seasonal Groundskeeper	\$13.71	Hourly
Vantiger, Lyndi	Seasonal Groundskeeper	\$13.39	Hourly
Lorenz, Steven	Seasonal Groundskeeper	\$13.39	Hourly
Brase, Noah	Seasonal Groundskeeper	\$13.39	Hourly
Adolph, Thomas	Seasonal Groundskeeper	\$13.39	Hourly

#### Recreation

Simpson, Michelle	Recreation Director	\$4,003.20	Bi-Weekly Salary
Motley, Brian	Assistant Recreation Director	\$3,530.40	Bi-Weekly Salary
Fielder, Matthew	Youth Program Supervisor	\$6,848.40	Monthly Salary
Meseck, Matthew	PM Recreation Supervisor	\$5,546.67	Monthly Salary
Huisman, Kyle	Site Supervisor/Concession Manager	\$4,544.80	Monthly Salary
Egly, Jason	AM-Administrative Assistant	\$24.35	Hourly
Pilcher, Zachary	PM-Administrative Assistant	\$21.10	Hourly
Leonard, Dale	Custodial Supervisor	\$34.56	Hourly
Benner, Jeff	PM Custodian	\$21.49	Hourly
Wingert, Mark	Custodian	\$21.49	Hourly
Davis, Cole	Head Counselor Part-Time	\$15.85	Hourly
Taylor, William	Building Monitor Part-Time	\$13.38	, Hourly
Andrews, Sarah	Building Monitor Part-Time	\$12.00	Hourly
Kral, Miranda	Building Monitor Part-Time	\$12.00	Hourly
Hildreth, Tyler	Building Monitor-Part-Time	\$12.00	Hourly
Murrey, Casey	Recreation Counselor Part-Time	\$12.00	Hourly
Bohr, Eric	Building Monitor Part-Time	\$12.00	Hourly
Rourke, Chase	Building Monitor Part-Time	\$12.00	Hourly
Buschelman, Sarah	Seasonal Junior Recreation Counselor Part-Time	\$11.50	Hourly
Dusterhoft, Brianna	Building Monitor Part-Time	\$12.00	Hourly
Rourke, Nile	Building Monitor Part-Time	\$12.00	Hourly
Strabala, Kalei	Seasonal Junior Recreation Counselor Part-Time	\$11.50	Hourly
Phillips, Anne	Building Monitor Part-Time	\$12.00	Hourly
Greene, Colby	Seasonal Junior Recreation Counselor Part-Time	\$11.50	Hourly
Davis, Megan	Seasonal Junior Recreation Counselor Part-Time	\$11.50	Hourly
Stauffer, Christopher	Building Monitor Part-Time	\$12.00	Hourly
Hondlik, Zachary	Building Monitor Part-Time	\$12.00	Hourly
King, Skylar	Junior Recreation Counselor Part-Time	\$11.50	Hourly
Forman, Phillip	Building Monitor Part-Time	\$12.00	Hourly
Gates, Cynthia	Recreation Counselor Part-Time	\$12.00	Hourly
Zakes, Nathan	Building Monitor Part-Time	\$12.00	Hourly
Folkerts, Matthew	Seasonal Junior Recreation Counselor Part-Time	\$11.50	Hourly
Beyerink, Zachary	Building Monitor Part-Time	\$12.00	Hourly
Ayoki-Davis, Tamia	Building Monitor Part-Time	\$12.00	Hourly
Hollingsworth, Aundrea	Building Monitor Part-Time	\$12.00	Hourly
Cooper, Owen	Building Monitor Part-Time	\$12.00	Hourly
Halstead, Devon	Recreation Counselor Part-Time	\$12.00	Hourly
Marx, Cynthia	Building Monitor Part-Time	\$12.00	Hourly
Lindner, Kearce	Seasonal Junior Recreation Counselor Part-Time	\$11.50	Hourly
Gear, Teresa	Building Monitor Part-Time	\$12.00	Hourly
Arendt, David	Building Monitor Part-Time	\$12.00	Hourly
Miller, Samantha	Recreation Counselor Part-Time	\$12.00	Hourly
Yamashita, Aidan	Recreation Counselor Part-Time	\$12.00	Hourly
Utsler, Hunter	Recreation Counselor Part-Time	\$12.00	Hourly
Baldwin, Kayli	Recreation Counselor Part-Time	\$12.00	Hourly
Cook, Samuel	Building Monitor Part-Time	\$12.00	Hourly
Ali, Abdinasir	Building Monitor Part-Time	\$12.00	Hourly
Fetter, Joshua	Recreation Counselor Part-Time	\$12.00	Hourly
Gjersvik, Evan	Building Monitor Part-Time	\$12.00	Hourly
Rossman, Benjamin	Building Monitor Part-Time	\$12.00	Hourly
Armento, Virginia	Recreation Counselor Part-Time	\$12.00	Hourly
Meinen, Brittany	Seasonal Junior Recreation Counselor Part-Time	\$11.50	Hourly
Masterson, Benjamin	Seasonal Junior Recreation Counselor Part-Time	\$11.50	Hourly
Berns, Kaylee	Seasonal Junior Recreation Counselor Part-Time	\$11.50	Hourly
Ranard, Benjamin	Rec/Pool Intern	\$12.00	Hourly

#### Pool

Bjork, Ashley	Aquatic Supervisor	\$2,622.40	Bi-Weekly Salary
	Lifeguard	\$12.00	Hourly
	Concessions	\$12.00	Hourly
	Swim Instructor	\$12.50	Hourly
	Private Swim Instructor	\$20.60	Hourly
	Assistant Concessions Manager	\$14.00	Hourly
	Pool Manager	\$14.00	Hourly
	Head Lesson Coordinator	\$14.00	Hourly
	Lifeguard Instructor	\$14.00	Hourly
	Water Aerobics Instructor	\$15.00	Hourly
Planning			
Rusnak, Ryan	Planning Director	\$8,138.00	Monthly Salary
Petersen, Debora	Planning Assistant/Code Compliance Officer	\$25.61	Hourly
Administration			
Heiar, Ryan	City Administrator	\$14,381.13	Monthly Salary
Lientz, Grant	City Attorney	\$11,557.18	Monthly Salary
Mulcahey, Tracey	City Clerk / Assistant City Administrator	\$9,706.67	Monthly Salary
Hilton, Debra	Human Resource Director	\$8,673.60	Monthly Salary
Byers, Mary	Deputy City Clerk / Utility Billing Clerk	\$34.90	Hourly
Dykstra, Jacqueline	Administrative Assistant / Payables	\$32.36	Hourly
Harris, Jackie	HR / Legal Assistant	\$29.52	Hourly
House, Stacey	Administrative Assistant / Deputy City Clerk	\$24.43	Hourly
Farr, Melanie	Administrative Assistant	\$21.10	Hourly
McConville, Angela	Special Projects Coordinator	\$5,291.87	Monthly Salary
Communications			
Bergus, Nicholas	Communications Director	\$7,961.20	Monthly Salary
Miller, Jillian	Community Engagement Coordinator	\$5,546.67	Monthly Salary
Blackman, Derek	Communications Specialist	\$24.81	Hourly
Miller, Joel	Communications Assistant Part-Time	\$16.30	Hourly
Streets			
Pentecost, Michael	Street Superintendent	\$8,881.60	Monthly Salary
Lange, Daniel	Assistant Street Superintendent	\$36.88	Hourly
Murray, Justin	Locate Laborer III	\$26.22	Hourly
Kinney, Steven	Laborer III	\$25.01	Hourly
Conklin, Clint	Laborer III	\$25.61	Hourly
Werle, Michael	Laborer III	\$25.61	Hourly
Taylor, Ryan	Laborer II	\$22.66	Hourly
Siddell, Jordon	Laborer II	\$22.66	Hourly
Salm, Andrew	Construction Inspector	\$30.76	Hourly
Water			
Metternich, Gregory	Water Superintendent	\$8,881.60	Monthly Salary
Kopecky, Shannon	Assistant Water Superintendent	\$38.57	Hourly
Keating, Michael	Water Operator II	\$34.18	Hourly
Pretasky, James	Water Maintenance Specialist	\$29.94	Hourly
Bowman, Nicholas	Water Maintenance Specialist	\$27.93	Hourly

Guentzel, Claire	Water Laboratory Technician	\$25.01	Hourly
Waste Water			
Lammers, Drew	Wastewater Superintendent	\$3,838.40	Bi-Weekly Salary
Furler, David	Assistant Wastewater Superintendent	\$35.19	Hourly
Farrier, Mark	Wastewater Operations Supervisor	\$28.66	Hourly
Arey, Thomas	Wastewater Maintenance Specialist	\$31.96	Hourly
Tusing, Delen	Wastewater Operator I	\$24.89	Hourly
Tonarelli, Anthony	Wastewater Operator II	\$25.01	Hourly
Scroggie Neill	Wastewater Maintenance Specialist	\$24.23	Hourly

<sup>\*</sup>Based on a 2080 hour work year, excludes overtime, on-call pay and shift differential.



## **Mowing Assessment**

#### Resolution No. 2020-55

# RESOLUTION ASSESSING DELINQUENT AMOUNTS OWED TO THE CITY OF NORTH LIBERTY, IOWA TO INDIVIDUAL PROPERTY TAXES

**WHEREAS,** the following individuals have not paid the amounts listed below which are due and payable to the City of North Liberty, lowa as follows:

<u>Name</u>	<u>Property</u>		<u>Amount</u>	<u>Description</u>
Old Capitol	1865 Cypress	0706154004	\$100.00	Weeds & Grass
Builders LLC	Ridge			
Jr. Developers	1855 Alderwood	0706277010	\$100.00	Weeds & Grass
LLC	Rd			

WHEREAS, diligent effort has been made to collect said amount; and

**WHEREAS**, under the terms of the Municipal Code of North Liberty, lowa, this amount is delinquent and should be certified pursuant to said Municipal Code.

**NOW, THEREFORE, BE IT RESOLVED THAT** that the City Clerk is hereby authorized and directed to certify to the Johnson County Treasurer the above and foregoing delinquent amount to the appropriate real property in North Liberty, Johnson County, Iowa, as hereinbefore described.

**APPROVED AND ADOPTED** this 23rd day of June, 2020.

CITY OF NORTH LIBERTY:	
TERRY L. DONAHUE, MAYOR	
ATTEST: I, Tracey Mulcahey, City Clerk of the City of North Libe City Council of said City, held on the above date, ar adopted.	
TRACEY MUL CAHEY, CITY CLERK	

North Liberty – 2020 Resolution Number 2020-55



# CDBG Grant – Summer Lunch & Fun

## IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONTRACT

RECIPIENT: North Liberty
CONTRACT NUMBER: 20-OT-070
EFFECTIVE DATE: June 5, 2020
AWARD AMOUNT: \$14,400
END DATE: June 5, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein: and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

### ARTICLE 1 DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 lowa Administrative Code, Chapter 23 and 25. lowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 BUDGET. "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

Prepared by: Dan Narber

#### Resolution No. 2020-56

RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH GRANT FUNDS WILL BE USED FOR THE SUMMER LUNCH & FUN PROGRAM IN THE CITY OF NORTH LIBERTY, IOWA

**WHEREAS**, the City submitted a grant application for funds for the operation of an emergency childcare program for essential employees during the COVID-19 pandemic,

**WHEREAS,** the terms and conditions for the grant of funds have been set forth in a grant agreement between the City of North Liberty and Iowa Economic Development Authority, and

WHEREAS, the award is \$14,400.

**NOW, THEREFORE, BE IT RESOLVED** that that the attached agreement is authorized and approved.

**BE IT FURTHER RESOLVED** that the Mayor & City Clerk are hereby authorized to execute said agreement.

APPROVED AND ADOPTED this 23rd day of May, 2020.

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

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documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

- 1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.
- 1.10 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Project activities.
- 1.11 HUD. "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.lowaGrants.gov.
- 1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.
- 1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

## ARTICLE 2 FUNDING

- 2.1 **FUNDING SOURCE.** The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.
- 2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.
- 2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.
- 2.4 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

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## ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE.</u> The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.
- 3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's lowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.
- 3.3 **LOCAL EFFORT REQUIREMENTS.** The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports." The Authority does not agree to allow a delay in the contribution of local cash. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever come first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.
- 3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the lowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.
- 3.5 **SATISFACTORY PERFORMANCE.** For all projects requiring approval of final plans and specifications by the Iowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract.

## ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

- 4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.
- 4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

## ARTICLE 5 USE OF FUNDS

- 5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".
- PROGRAM INCOME. Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 <u>BUDGET REVISIONS.</u> Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

Prepared by: Dan Narber

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5.4 **GENERAL ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total CDBG funds as specified in the "Budget Activity". Total administrative costs (Federal plus local) on the Project shall not exceed ten percent (10%) of total Project "Budget Activity". Program income received by the Recipient during the Contract period is subject to the ten percent (10%) administrative cost limitation.

#### 5.5 **COST VARIATION.**

- (a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.
- (b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.
- (c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

## ARTICLE 6 CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

- 6.1 <u>CONTRACT EXECUTED.</u> The Contract shall have been properly executed and, where required, acknowledged.
- 6.2 COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS. Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.
- 6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.
- 6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(I) of the Housing and Community Development Act of 1974, as amended.
- 6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.
- 6.6 **EQUAL OPPORTUNITY POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's equal opportunity policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.
- 6.7 **PROCUREMENT POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's procurement policy, consistent with 2 CFR 200.318.
- 6.8 **FAIR HOUSING POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the

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Recipient's fair housing policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

- 6.9 <u>CODE OF CONDUCT.</u> The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's code of conduct, consistent with 2 CFR 200.318.
- 6.10 **CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.10 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

- (a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL.</u> Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY.</u> Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) <u>DEPARTMENT OF HEALTH APPROVAL.</u> Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT.</u> Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT.</u> Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) <u>RURAL WATER CONNECTION FEE PROJECTS.</u> Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) <u>STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.</u> Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.iowagrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.
- (j) <u>IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS.</u> Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.

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(k) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.

6.11 <u>CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.7 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

**OUTSIDE AGENCY** 

- (a) <u>FUNDING.</u> Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Administrative Rules concerning contingent awards shall apply.
- (b) <u>SUBRECIPIENT AGREEMENT.</u> The Authority, prior to the release of funds, shall review and approve the subrecipient agreement between the Recipient and the identified agency.
- (c) <u>CONTINGENT FUNDING.</u> The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (d) <u>LONG TERM LEASE AGREEMENT.</u> Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.

## ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

- 7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.
- 7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

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- 7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.
- 7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds

## ARTICLE 8 COVENANTS OF THE RECIPIENT

- 8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:
- (a) <u>PROJECT WORK AND SERVICES.</u> The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.
- (b) <u>REPORTS.</u> The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.

REPORT	DUE DATE
1. Request for Payment / Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Submitted annually
3. Updates to the Applicant/Recipient Disclosure Re	eport As needed due to changes
Iowa Green Streets Criteria Appendices D and E or F (if applicable)	Upon construction completion
5. Final request for Payment / Status Report	Within 30 days of End Date
Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
7. Single Audit Form (required)	Within 30 days of receipt of Notice to Close letter
8. Audit Report (if applicable)	Within 30 days of audit completion

- (c) <u>RECORDS.</u> The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by the Authority. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.
- (d) <u>ACCESS TO RECORDS/INSPECTIONS.</u> The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State

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Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

- (e) <u>USE OF GRANT FUNDS.</u> The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.
- (f) <u>DOCUMENTATION.</u> The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.
- (g) <u>NOTICE OF PROCEEDINGS.</u> The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.
- (h) <u>INDEMNIFICATION.</u> The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.
- (i) <u>NOTICE TO AUTHORITY.</u> In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.
- (j) <u>CERTIFICATIONS.</u> The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:
  - (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.
  - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.
  - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
  - (iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
  - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
  - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.
  - (vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 4846), as amended, and implementing regulations.
  - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations

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which implement these laws.

- (ix) National Environmental Policy Act of 1969 and implementing regulations.
- (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
- (xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.
- (xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
  - (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(I) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
  - (xviii) Drug-Free Workplace Act.
- (k) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall maintain copies of the policies as appropriate.
- 8.2 **NEGATIVE COVENANTS.** During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:
  - (a) <u>ASSIGNMENT.</u> Assign its rights and responsibilities under this Contract.
  - (b) ADMINISTRATION. Discontinue administration activities under the Contract.

## ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:
- (a) <u>MATERIAL MISREPRESENTATION.</u> If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.
- (b) <u>NONCOMPLIANCE.</u> If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

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- (c) <u>END DATE.</u> If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.
- (d) <u>MISSPENDING.</u> If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.
- (e) <u>INSURANCE.</u> If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.
- 9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:
  - (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

## ARTICLE 10 INCORPORATED DOCUMENTS

- 10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
  - (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
  - (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
  - (c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
  - (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- 10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:
  - (a) Articles 1 through 11 herein.
  - (b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
  - (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
  - (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
  - (e) "lowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

## ARTICLE 11 MISCELLANEOUS

- 11.1 <u>LIMIT ON GRANT PROCEEDS ON HAND.</u> The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.
- 11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

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11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

- 11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
- NOTICES. Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be in delivered through lowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.
- 11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.
- 11.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.
- 11.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.
- 11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.
- 11.10 **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 11.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIE	NT: North Liberty	
BY:	Mayor North Liberty	Typed or Printed Name and Title
IOWA FO	P.O. Box 77  North Liberty, Iowa 52317  CONOMIC DEVELOPMENT AUTHORITY:	
101111		
BY:	Timothy R. Waddell, Division Administrator	

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#### **ATTACHMENT A**

## GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM October 3, 2018

#### 1.0 **AMENDMENT.**

- (a) <u>WRITING REQUIRED.</u> The Contract will only be amended through written prior approval of the Authority through lowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- (b) <u>UNILATERAL MODIFICATION.</u> Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.
- (c) <u>AUTHORITY REVIEW.</u> The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in Iowa Administrative Code 261-23, as applicable; or if it conflicts with the Program Rules.

#### 2.0 **AUDIT REQUIREMENTS.**

- (a) <u>SINGLE AUDIT.</u> The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT.</u> As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.
- 3.0 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.
- UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, lowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.
- 5.0 **PROGRAM INCOME.** All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.
- 6.0 **INTEREST EARNED.** To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.
- 7.0 **SUSPENSION.** When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient

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could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

#### 8.0 **TERMINATION.**

- (a) <u>FOR CAUSE.</u> The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.
- (b) <u>FOR CONVENIENCE</u>. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.
- (c) <u>DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING.</u> At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

#### 9.0 PROCEDURES UPON TERMINATION.

- (a) NOTICE. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS.</u> All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.
- (c) <u>RETURN OF FUNDS.</u> The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.
- 10.0 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.
- 11.0 **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

#### 12.0 **CONFLICT OF INTEREST.**

- (a) <u>GENERAL</u>. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (b) <u>PERSONS COVERED.</u> The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.
- (c) <u>CONFLICTS OF INTEREST.</u> Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.
- 13.0 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

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#### 14.0 **CIVIL RIGHTS.**

- (a) <u>DISCRIMINATION IN EMPLOYMENT.</u> The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under lowa Administrative Code chapter 11—121.
- (b) <u>CONSIDERATION FOR EMPLOYMENT.</u> The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.
- (c) <u>SOLICITATION AND ADVERTISEMENT.</u> The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's lowaJobs web site found at https://www1.iowajobs.org/.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.</u> The Recipient shall comply with all relevant provisions of the lowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of lowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.</u> The Recipient certifies, to the best of his or her knowledge and belief, that:
  - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
  - (iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (f) <u>PROGRAM NONDISCRIMINATION.</u> The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the

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Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

- (g) <u>FAIR HOUSING.</u> The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFT Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- (h) <u>LEAD-BASED PAINT HAZARDS.</u> The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 4846), as amended, and implementing regulations.
- (i) <u>SECTION 3 COMPLIANCE.</u> The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
  - (i) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - (ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - (iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - (iv) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - (v) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
  - (vi) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - (vii) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- (j) <u>NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.</u> In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be

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canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by Iaw.

- (k) INCLUSION IN SUBCONTRACTS. The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.
- 15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).
- 16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.
- 17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207 (a): The following activities may not be assisted with CDBG funds:
- (a) <u>BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(D) CANNOT BE ASSISTED WITH CDBG FUNDS.</u> This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.
- (b) <u>GENERAL GOVERNMENT EXPENSES.</u> Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.
- (c) <u>POLITICAL ACTIVITIES.</u> CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.
- 18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.
- 19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.



# Minimum Low Opening Plat Requirement Ordinance

#### **Ryan Heiar**

From: Grant Lientz

**Sent:** Thursday, June 18, 2020 12:11 PM

To: Ryan Heiar

**Subject:** streamlined ordinance descriptions.

Six ordinance amendments are proposed for consideration.

The first concerns a revision to 40.03, our Disorderly Conduct ordinance. A Federal court held that a state law that criminalized conduct based on whether the conduct might be subjectively unreasonable is unconstitutionally vague, unless it includes an element of intent. The proposed change modifies the ordinance to require either intentional action, or a reckless disregard for causing unreasonable distress to another. Subsection 6 of the same ordinance concerns disrespecting a flag. That subsection is likely an unconstitutional violation of the first amendment, and staff proposes that it be removed.

Second is a proposed revision to 41.07, concerning Toy Guns. The current ordinance prohibits the possession, ownership, transfer, or discharge of a BB gun, slingshot, or the like. The reason for these restrictions is to limit mischief, prevent toy guns from being confused with more deadly or dangerous weapons, and to protect children who are more likely to own one than an adult. This ordinance was written before the Supreme Court held in 2012 that the Second Amendment's right to bear arms extends to each individual for the purpose of self-defense in the home. A total restriction on the possession or transfer of these items is therefore constitutionally problematic, as they may well fall within the definition of "arms". In recognition of these possible issues, staff is proposing a more narrowly tailored ordinance which merely prohibits the possession of these items on public property, rather than a blanket prohibition on possession. This proposed change does not affect licensed firearms in any way.

Third, the City's nuisance ordinance, 50.07, has a typo. It references our municipal infraction ordinance as being in chapter 4. It's in chapter 3. The proposed ordinance corrects that error.

Fourth, the backflow prevention ordinance enacted last year has proven to be convoluted with respect to which parties are responsible for testing, for bearing costs, and providing the reporting for the testing. The proposed changes to 90.23 are intended to correct and clarify those requirements.

Fifth, chapter 146.05 concerns rental permits. Presently the code requires that if anyone in resides in property owned by another for any reason for any length of time, the owner would technically need a rental permit from the City. This is obviously not intended, and not constitutional. This amendment clarifies that the occupancy of structures requiring a rental permit excludes guests, who are people who reside in the premises for less than 15 days.

Lastly, our subdivision ordinance has historically required information concerning the minimum low opening (MLO) for each building on each buildable lot on a plat, which is very useful information for flood avoidance purposes. That requirement is preempted by state law concerning what we can require to be put on a plat. This amendment moves the MLO table to a separate attachment. The City still requires the same information, but does so in such a way that does not conflict with state law.



Messages to and from this account are subject to public disclosure unless otherwise provided by law.

ORDINANCE NO.	
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#### AN ORDINANCE AMENDING THE MINIMUM LOW OPENING REQUIREMENTS OF THE NORTH LIBERTY CODE OF ORDINANCES

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

#### SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE.

- <u>Section 1.1</u>. Paragraph 25 of Chapter 180.09 of the North Liberty Code of Ordinances (2020) is amended to read as follows:
  - 25. MLO (Minimum Low Opening) <u>Table</u>: <u>A table specifying the Ee</u>levations noted on a plat for <u>certain each</u> lots on a <u>subdivision plat</u>, below which no building opening will be allowed at the time of construction permitting, to protect the building from possible storm water damage.
- <u>Section 1.2</u>. Paragraph 9 of Chapter 180.11 of the North Liberty Code of Ordinances (2020) is amended to read as follows:
  - 9. Final Subdivision Plat Submittal Requirements and Review. The final plat, in general, contains information required by State Code and is recorded once approved by resolution of the City Council. The application shall include the following:
  - A. Final Plat Contents. The final plat shall show the following drawn to a minimum scale of 1"=100':
  - (1) A location map to provide spatial reference, showing the outline of the area to be subdivided, existing streets and corporate limits in the vicinity, a north arrow and scale or note stating "not to scale," and other information that might help clarify where the plat is located as well as its surroundings and size relative to other City features;
  - (2) Accurate property boundary lines, with dimensions and bearings or angular dimensions that provide a land survey of the tract, closing with an error of not more than one foot in 10,000 feet;
  - (3) Accurate references to known permanent monuments, giving the bearing and distance from some corner of a lot or block in the City to some corner of the congressional division of which the City or the addition thereto is a part;

- (4) Accurate locations of all existing and recorded streets intersecting the property boundaries of the tract;
  - (5) Accurate legal description of the property boundaries;
  - (6) Street names and street right-of-way widths;
  - (7) Complete curve notes for all curves included in the plat;
- (8) Street center lines with accurate dimensions in feet and one-hundredths of feet with bearings or angular dimensions to street, alley and lot lines;
  - (9) Lot numbers and lot line dimensions;
  - (10) Block numbers, if used;
  - (11) Location, type, material and size of all markers;
  - (12) Name and street address of the owner and subdivider;
- (13) Name and street address of owner's or subdivider's attorney, name of persons who prepared the plat, and the date of preparation;
  - (14) North point, scale and date;
- (15) Minimum Low Opening (ML)) table, when required by the City (note: a building permit applicant will be required to provide a certification letter from a licensed engineer stating no opening is below the stated minimum low opening when required by the City.);
- (Ord. 2016-17 May 17 Supp.)
- (1<u>5</u>6) Certification of the accuracy of the plat by a registered land surveyor of the State;
- (1<u>6</u><del>7</del>) Location and width of easements for utilities, and clear identification of intended use;
- (1<del>78</del>) Certification by the utility companies that utility easements are properly placed for the installation of utilities;
- (189) A signature block for endorsement by the City Clerk certifying the City Council's approval of the plat; and
- (1920) A note on the plat stating "Notes on this plat are not intended to create any vested private interest in any stated use restriction or covenant or create any third party beneficiaries to any noted use restriction or covenant".
- B. Accompanying Documents. Prior to City Council action, the owner shall provide the following:
  - (1) An executed developer's agreement;
  - (2) An executed SMF agreement; and
  - (3) A Minimum Low Opening table, certified by a licensed engineer; and
- (43) The final report by the City Engineer stating either that the improvements have been installed in accordance with the approved plans and specifications, or that the improvements have not been installed but the plans and

specifications have been approved and security for the improvements has been provided.

#### C. Costs and Fees.

- (1) The filing of the final plat of a subdivision shall be accompanied by an application fee as established by the City Council from time to time.
- (2) The applicant shall also be responsible for payment of the actual costs of the City Engineer's review or additional engineering reviews necessitated by the submission of an incomplete plat or plat that fails to meet the minimum requirements for plats set by this ordinance or written City policy adopted by the City Council. The above-referenced costs and fees shall be paid by the applicant within thirty days of receipt of the first notice of costs by the applicant. Failure to pay these costs and fees when assessed to the applicant may be cause for denial of the plat or subdivision or any further plats or subdivisions submitted by the applicant.
- (3) The applicant shall be responsible for the actual costs associated with any subsequent engineering review costs necessitated by the submission of an incomplete plat or plat not in compliance with the final plat requirements set by City ordinance or written policy formally adopted by the City Council. The applicant shall be responsible for all necessary engineering costs associated with the review of construction plans, drainage plans, grading plans or other similar plans related to the subdivision.
- D. Review and Approval Procedure. The City process for final plat review and approval is generally as follows:
- (1) Submittal is made to the City Clerk by noon of the first working day of the month, and copies are distributed to the staff review team.
- (2) Near the middle of the month, the staff review team meets to discuss cases, and a preliminary memo is prepared and forwarded to the contact person. The preliminary memo outlines deficiencies in the plat and recommendations for improving the plat, and contains a due date for resubmission of the plat, if necessary.
- (3) Near the end of the month, the plat is resubmitted with corrections and changes. If ordinance and regulatory provisions are met, the plat is placed on the next City Council agenda.
- (4) City Council receives the plat, along with the final staff report, and formally acts by resolution on the plat to approve or deny. The City Council may also table action on a final plat if it determines it does not have adequate information to reach a decision.

E. Effect of Final Plat Approval and Expiration. The approval of the final plat by the City Council constitutes approval of the subdivision and improvements or plans for improvements. Final plats shall be recorded immediately upon approval by the City Council, and approval may be rescinded if not recorded within 6 months of approval.

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

**SECTION 3. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**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 \_\_\_\_\_, 2020.

Second reading on, 2	020.
Third and final reading on	, 2020.
CITY OF NORTH LIBERTY:	
TERRY L. DONAHUE, MAYOR	
ATTEST:	
	North Liberty, hereby certify that at a meeting of the date, among other proceedings, the above was
TRACEY MULCAHEY, CITY CLERK	

I certify that the forgoing was published as Ordinance No	in the North Liberty <i>Leader</i>
on the day of, 2020.	
TRACEY MULCAHEY, CITY CLERK	

#### Ordinance No. 2020-05

## AN ORDINANCE AMENDING THE MINIMUM LOW OPENING REQUIREMENTS OF THE NORTH LIBERTY CODE OF ORDINANCES

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

#### SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE.

<u>Section 1.1</u>. Paragraph 25 of Chapter 180.09 of the North Liberty Code of Ordinances (2020) is amended to read as follows:

25. MLO (Minimum Low Opening) Table: A table specifying the elevations for each lot on a subdivision plat, below which no building opening will be allowed at the time of construction permitting, to protect the building from possible storm water damage.

<u>Section 1.2</u>. Paragraph 9 of Chapter 180.11 of the North Liberty Code of Ordinances (2020) is amended to read as follows:

- 9. Final Subdivision Plat Submittal Requirements and Review. The final plat, in general, contains information required by State Code and is recorded once approved by resolution of the City Council. The application shall include the following:
- A. Final Plat Contents. The final plat shall show the following drawn to a minimum scale of 1"=100':
- (1) A location map to provide spatial reference, showing the outline of the area to be subdivided, existing streets and corporate limits in the vicinity, a north arrow and scale or note stating "not to scale," and other information that might help clarify where the plat is located as well as its surroundings and size relative to other City features;
- (2) Accurate property boundary lines, with dimensions and bearings or angular dimensions that provide a land survey of the tract, closing with an error of not more than one foot in 10,000 feet;
- (3) Accurate references to known permanent monuments, giving the bearing and distance from some corner of a lot or block in the City to some corner of the congressional division of which the City or the addition thereto is a part;

- (4) Accurate locations of all existing and recorded streets intersecting the property boundaries of the tract;
  - (5) Accurate legal description of the property boundaries;
  - (6) Street names and street right-of-way widths;
  - (7) Complete curve notes for all curves included in the plat;
- (8) Street center lines with accurate dimensions in feet and one-hundredths of feet with bearings or angular dimensions to street, alley and lot lines;
  - (9) Lot numbers and lot line dimensions;
  - (10) Block numbers, if used;
  - (11) Location, type, material and size of all markers;
  - (12) Name and street address of the owner and subdivider;
- (13) Name and street address of owner's or subdivider's attorney, name of persons who prepared the plat, and the date of preparation;
  - (14) North point, scale and date;
- (15) Certification of the accuracy of the plat by a registered land surveyor of the State;
- (16) Location and width of easements for utilities, and clear identification of intended use:
- (17) Certification by the utility companies that utility easements are properly placed for the installation of utilities;
- (18) A signature block for endorsement by the City Clerk certifying the City Council's approval of the plat; and
- (19) A note on the plat stating "Notes on this plat are not intended to create any vested private interest in any stated use restriction or covenant or create any third-party beneficiaries to any noted use restriction or covenant".
- B. Accompanying Documents. Prior to City Council action, the owner shall provide the following:
  - (1) An executed developer's agreement;
  - (2) An executed SMF agreement;
  - (3) A Minimum Low Opening table, certified by a licensed engineer; and
- (4) The final report by the City Engineer stating either that the improvements have been installed in accordance with the approved plans and specifications, or that the improvements have not been installed but the plans and specifications have been approved and security for the improvements has been provided.
  - C. Costs and Fees.
- (1) The filing of the final plat of a subdivision shall be accompanied by an application fee as established by the City Council from time to time.

- (2) The applicant shall also be responsible for payment of the actual costs of the City Engineer's review or additional engineering reviews necessitated by the submission of an incomplete plat or plat that fails to meet the minimum requirements for plats set by this ordinance or written City policy adopted by the City Council. The above-referenced costs and fees shall be paid by the applicant within thirty days of receipt of the first notice of costs by the applicant. Failure to pay these costs and fees when assessed to the applicant may be cause for denial of the plat or subdivision or any further plats or subdivisions submitted by the applicant.
- (3) The applicant shall be responsible for the actual costs associated with any subsequent engineering review costs necessitated by the submission of an incomplete plat or plat not in compliance with the final plat requirements set by City ordinance or written policy formally adopted by the City Council. The applicant shall be responsible for all necessary engineering costs associated with the review of construction plans, drainage plans, grading plans or other similar plans related to the subdivision.
- D. Review and Approval Procedure. The City process for final plat review and approval is generally as follows:
- (1) Submittal is made to the City Clerk by noon of the first working day of the month, and copies are distributed to the staff review team.
- (2) Near the middle of the month, the staff review team meets to discuss cases, and a preliminary memo is prepared and forwarded to the contact person. The preliminary memo outlines deficiencies in the plat and recommendations for improving the plat, and contains a due date for resubmission of the plat, if necessary.
- (3) Near the end of the month, the plat is resubmitted with corrections and changes. If ordinance and regulatory provisions are met, the plat is placed on the next City Council agenda.
- (4) City Council receives the plat, along with the final staff report, and formally acts by resolution on the plat to approve or deny. The City Council may also table action on a final plat if it determines it does not have adequate information to reach a decision.
- E. Effect of Final Plat Approval and Expiration. The approval of the final plat by the City Council constitutes approval of the subdivision and improvements or plans for improvements. Final plats shall be recorded immediately upon approval by the City Council, and approval may be rescinded if not recorded within 6 months of approval.

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

**SECTION 3. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**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.

, 2020.

Second reading on	, 2020.			
Third and final reading on	, 202	20.		
CITY OF NORTH LIBERTY:				
TERRY L. DONAHUE, MAYOR				
ATTEST:				
I, Tracey Mulcahey, City Clerk of th City Council of said City, held on th adopted.	-	-	-	<del>-</del>
TRACEY MULCAHEY, CITY CLER	K			
I certify that the forgoing was publi on the day of		ce No	_ in the Nortl	h Liberty <i>Leader</i>
TRACEY MULCAHEY, CITY CLER	K			

North Liberty – 2020 Page 4

First reading on



## Rental Permit Guest Ordinance

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#### AN ORDINANCE AMENDING THE RENTAL PERMIT REQUIREMENTS OF THE NORTH LIBERTY CODE OF ORDINANCES

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

#### SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE.

Chapter 146.05 of the North Liberty Code of Ordinances (2020) is amended to read as follows:

#### 146.05 RENTAL PERMIT PROCEDURES.

1. Rental Permit Required. It is unlawful for any person to let to another for rent or occupancy, other than a guest as defined in § 146.02, any dwelling, dwelling unit or rooming unit, unless the owner or operator holds a valid rental permit issued by the Building Department in the name of the owner or operator and applicable to those portions of the specific structure used for residential purposes.

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

**SECTION 3. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**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	, 2020.
Second reading on	, 2020.
Third and final reading on	, 2020.
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 in the North Liberty <i>Leader</i> on the day of, 2020.
TRACEY MULCAHEY, CITY CLERK

#### Ordinance No. 2020-06

## AN ORDINANCE AMENDING THE RENTAL PERMIT REQUIREMENTS OF THE NORTH LIBERTY CODE OF ORDINANCES

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

#### SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE.

Chapter 146.05 of the North Liberty Code of Ordinances (2020) is amended to read as follows:

#### 146.05 RENTAL PERMIT PROCEDURES.

1. Rental Permit Required. It is unlawful for any person to let to another for rent or occupancy, other than a guest as defined in § 146.02, any dwelling, dwelling unit or rooming unit, unless the owner or operator holds a valid rental permit issued by the Building Department in the name of the owner or operator and applicable to those portions of the specific structure used for residential purposes.

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

**SECTION 3. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**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	, 2020.
Second reading on	, 2020.
Third and final reading on	, 2020

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 in the North Liberty <i>Leader</i> on the day of, 2020.
TRACEY MULCAHEY, CITY CLERK



## Backflow Customer Responsibility Ordinance

<b>ORDINANCE NO</b>	).	

## AN ORDINANCE CLARIFYING CUSTOMER AND CONTRACTOR RESPONSIBILITIES FOR BACKFLOW PREVENTION DEVICE INSPECTION AND REPORTING

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

**SECTION 1. AMENDMENT OF NUISANCE ORDINANCE.** Chapter 90.23 of the North Liberty Code of Ordinances (2020) is amended to read as follows:

#### 90.23 BACKFLOW PREVENTION.

- 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.
  - A. <u>"Customer" means any person or entity named as an account holder within the North Liberty municipal utility service records in connection with a particular address.</u>
- 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/builderapplicant for said permit 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 Each premises connected to municipal water services and 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 posed 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 lowa 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 one or more additional backflow prevention assembliesy, sized to handle the temporary water flow need during the time of test or repair, should shall 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:
  - <u>A.</u> Testing of backflow prevention assemblies shall be performed by a registered backflow prevention assembly technician.
  - A.B. The results of said testing shall be transmitted electronically to such backflow prevention reporting agency, and in such a manner, as may be designated by the Building Official, within no later than ten (10) days of said testing. The backflow prevention assembly technician performing the backflow prevention assembly testing is responsible for the timely transmission of said test results to said agency.
  - B.C. The costs of testings requirements backflow prevention assemblies shall be borne by the customer.
  - C.D. Notwithstanding the above paragraph C, tThe registered backflow prevention assembly technician performing said testing company shall be responsible for

	<del></del> ,	filing fees <u>which may be required by</u>	
<u>the</u>	backflow prevention	reporting agency.	
<del>D.</del> <u>E.</u>	Backflow preventi	ion assemblies shall be tested upon	
inst		d inspected at least annually.	
<del>E.</del> F.	•	on assemblies which are in place, but	
	•	on for more than three months, shall	
	• .	ut back into operation.	
<del>F.</del> <u>G.</u>	<del></del>	tion assemblies used in seasonal	
• • • • • • • • • • • • • • • • • • • •		ted before being put into operation	
	h season.		
		revention assembly which fails a	
-	-	aired or replaced immediately. When	
		terminated for noncompliance, the	
	•	embly shall be repaired or replaced	
·	•	on of water service. A registered	
	•	embly technician shall retest backflow	
pre	veriter irrimediately ar	fter repair or replacement.	
SECTION 2. REPEALER.	All Ordinances and par	ts of ordinances in conflict with the provisions	
of this Ordinance are here	by repealed.		
SECTION 3. SCRIVENER	<b>YS ERROR.</b> The correct	tion of typographical errors which do not affec	ct
the intent of the ordinanc	e may be authorized by	the City Clerk or the Clerk's designee withou	Jt
further public hearing.			
SECTION 4 SEVERABLE	177.4 IC		
		vision or part of this Ordinance shall be	
	-	ation shall not affect the validity of the	
	ny section, provision or p	part thereof not adjudged invalid or	
unconstitutional.			
SECTION 5 WHEN FEE	CTIVE This ordinance	shall be in effect from and after its final	
passage, approval and put			
passage, approvar and par	nication as provided by	iaw.	
First reading on	, 2020.		
Second reading on	, 2020.		
Third and final reading on	, 2	.020.	
OITV OF NORTH INCOM	/.		
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 in the North Liberty <i>Leader</i> on the day of, 2020.
TRACEY MULCAHEY, CITY CLERK

#### Ordinance No. 2020-07

## AN ORDINANCE CLARIFYING CUSTOMER AND CONTRACTOR RESPONSIBILITIES FOR BACKFLOW PREVENTION DEVICE INSPECTION AND REPORTING

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

**SECTION 1. AMENDMENT OF NUISANCE ORDINANCE.** Chapter 90.23 of the North Liberty Code of Ordinances (2020) is amended to read as follows:

#### 90.23 BACKFLOW PREVENTION.

- 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.
  - A. "Customer" means any person or entity named as an account holder within the North Liberty municipal utility service records in connection with a particular address.
- 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 applicant for said permit 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. Each premises connected to municipal water services and 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 posed 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 lowa 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, one or more additional backflow prevention assemblies, sized to handle the temporary water flow need during the time of test or repair, shall 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 results of said testing shall be transmitted electronically to such backflow prevention reporting agency, and in such a manner, as may be designated by the Building Official, within no later than ten (10) days of said testing. The backflow prevention assembly technician performing the backflow prevention assembly testing is responsible for the timely transmission of said test results to said agency.
  - C. The cost of testing backflow prevention assemblies shall be borne by the customer.
  - D. Notwithstanding the above paragraph C, the registered backflow prevention assembly technician performing said testing shall be responsible for remitting any filing fees which

- may be required by the backflow prevention reporting agency.
- E. Backflow prevention assemblies shall be tested upon installation and tested and inspected at least annually.
- F. 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.
- G. Backflow prevention assemblies used in seasonal applications shall be tested before being put into operation each season.
- H. 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 2. REPEALER.** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 3. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**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	, 2020.
Second reading on	, 2020.
Third and final reading on	, 2020.
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 in the North Liberty <i>Leader</i> on the day of, 2020.
TRACEY MULCAHEY, CITY CLERK



# Nuisance Scriveners Error Ordinance

<b>ORDIN</b>	NANCE	NO.	

## AN ORDINANCE CORRECTING A SCRIVENER'S ERROR IN CHAPTER 50 OF THE NORTH LIBERTY CODE OF ORDINANCES

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

**SECTION 1. AMENDMENT OF NUISANCE ORDINANCE.** Chapter 50.07 of the North Liberty Code of Ordinances (2020) is amended to read as follows:

#### 50.07 MUNICIPAL INFRACTION ABATEMENT PROCEDURE.

In lieu of the abatement procedures set forth in Section 50.06, the requirements of this chapter may be enforced under the procedures applicable to municipal infractions as set forth in Chapter 43 of this Code of Ordinances.

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

**SECTION 3. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**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.

First reading on	, 2020.
Second reading on	, 2020.
Third and final reading on	, 2020.
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 in the North Liberty <i>Leader</i> on the day of, 2020.
TRACEY MULCAHEY, CITY CLERK

#### Ordinance No. 2020-08

# AN ORDINANCE CORRECTING A SCRIVENER'S ERROR IN CHAPTER 50 OF THE NORTH LIBERTY CODE OF ORDINANCES

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

**SECTION 1. AMENDMENT OF NUISANCE ORDINANCE.** Chapter 50.07 of the North Liberty Code of Ordinances (2020) is amended to read as follows:

#### 50.07 MUNICIPAL INFRACTION ABATEMENT PROCEDURE.

In lieu of the abatement procedures set forth in Section 50.06, the requirements of this chapter may be enforced under the procedures applicable to municipal infractions as set forth in Chapter 3 of this Code of Ordinances.

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

**SECTION 3. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**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.

First reading on	, 2020.
Second reading on	, 2020.
Third and final reading on	, 2020

TITY OF NORTH LIBERTY:	
ERRY L. DONAHUE, MAYOR	
TTEST:	
Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting o ity Council of said City, held on the above date, among other proceedings, the above was dopted.	f the
RACEY MULCAHEY, CITY CLERK	
certify that the forgoing was published as Ordinance No in the North Liberty <i>Leac</i> n the day of, 2020.	ler
RACEY MULCAHEY, CITY CLERK	



## **Toy Guns Ordinance**

<b>ORDIN</b>	NANCE	NO.	

## AN ORDINANCE AMENDING CHAPTER 41 OF THE NORTH LIBERTY CODE OF ORDINANCES

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

**SECTION 1. AMENDMENT OF PUBLIC HEALTH AND SAFETY ORDINANCE.** Chapter 41.07 of the North Liberty Code of Ordinances (2020) is amended to read as follows:

#### 41.07 TOY GUNS AND SLINGSHOTS.

- 1. It shall be unlawful for any person to discharge or cause to be discharged any air rifle, toy pistol, toy gun or other toy arms or slingshot, loaded with leaden or other dangerous missiles, at any time or under any circumstances within the City limits, except by written consent of the Council.
- 2. It shall be unlawful for any person to possess or carry, on City-owned property, any <u>air rifle</u>, toy pistol, toy gun or other toy arms or slingshot out of or by which any leaden or other dangerous missiles may be discharged.
- 3. It shall be unlawful for any parent, guardian or other person having the care and custody of any person under eighteen (18) years of age to purchase for or give to any such person or knowingly to permit any such underaged person to have any toy pistol, toy gun, or other toy arms or slingshot out of which any leaden or other dangerous missiles may be discharged.

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

**SECTION 3. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**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.

First reading on,	2020.
Second reading on	, 2020.
Third and final reading on	
CITY OF NORTH LIBERTY:	
TERRY L. DONAHUE, MAYOR	
, , , , ,	
ATTEST:	
	y of North Liberty, hereby certify that at a meeting of the
	ove date, among other proceedings, the above was
adopted.	
TRACEY MULCAHEY, CITY CLERK	
	as Ordinance No in the North Liberty <i>Leader</i>
on the day of,	2020.
TRACEY MULCAHEY, CITY CLERK	

#### Ordinance No. 2020-09

## AN ORDINANCE AMENDING CHAPTER 41 OF THE NORTH LIBERTY CODE OF ORDINANCES

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

**SECTION 1. AMENDMENT OF PUBLIC HEALTH AND SAFETY ORDINANCE.** Chapter 41.07 of the North Liberty Code of Ordinances (2020) is amended to read as follows:

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- 1. It shall be unlawful for any person to discharge or cause to be discharged any air rifle, toy pistol, toy gun or other toy arms or slingshot, loaded with leaden or other dangerous missiles, at any time or under any circumstances within the City limits, except by written consent of the Council.
- 2. It shall be unlawful for any person to possess or carry, on City-owned property, any air rifle, toy pistol, toy gun or other toy arms or slingshot out of or by which any leaden or other dangerous missiles may be discharged.

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

<u>SECTION 3. SCRIVENER'S ERROR.</u> The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**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.

First reading on	, 2020.
Second reading on	, 2020.
Third and final reading on	, 2020

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 in the North Liberty <i>Leader</i> on the day of, 2020.
TRACEY MULCAHEY, CITY CLERK



# Disorderly Conduct Ordinance

ORDINANCE NO.	
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## AN ORDINANCE AMENDING CHAPTER 40.03 OF THE NORTH LIBERTY CODE OF ORDINANCES

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

**SECTION 1. AMENDMENT OF PUBLIC PEACE ORDINANCE.** Chapter 40.03 of the North Liberty Code of Ordinances (2020) is amended to read as follows:

#### 40.03 DISORDERLY CONDUCT.

No person shall do any of the following:

- 1. Fighting. Engage in fighting or violent behavior in any public place or in or near any lawful assembly of persons, provided that participants in athletic contests may engage in such conduct which is reasonably related to that sport. (Code of Iowa, Sec. 723.4[1])
- 2. Noise. Make <u>loud and raucousunreasonable</u> noise in the vicinity of any residence or public building <u>with an intentional or reckless disregard for causing which causes unreasonable</u> distress to the occupants thereof, <u>or make unreasonable noise in public with the purpose of causing</u>, <u>or recklessly creating a risk of causing</u>, <u>a breach of the peace</u>.

(Code of Iowa, Sec. 723.4[2])

3. Abusive Inflammatory Language. Direct abusive epithets or make any threatening gesture Use inflammatory language in public which the person using the language knows or reasonably should know is likely to provoke an imminent violent reaction by another.

(Code of Iowa, Sec. 723.4[3])

- 4. Disrupt Lawful Assembly. Without lawful authority or color of authority, willfully and knowingly acting in such a way as to disturb any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly. (Code of lowa, Sec. 723.4[4])
- 5. False Report of Catastrophe. By words or action, initiate or circulate a report or warning of fire, epidemic, or other catastrophe, knowing such report to be false or such warning to be baseless.

(Code of Iowa, Sec. 723.4[5])

-6. Disrespect of Flag. Knowingly and publicly use the flag of the United States in such a manner as to show disrespect for the flag as a symbol of the United

States, with the intent or reasonable expectation that such use will provoke or encourage another to commit trespass or assault. As used in this subsection: (Code of Iowa, Sec. 723.4[6])

- A. "Deface" means to intentionally mar the external appearance.
- B. "Defile" means to intentionally make physically unclean.
- C. "Flag" means a piece of woven cloth or other material designed to be flown from a pole or mast.
- D. "Mutilate" means to intentionally cut up or alter so as to make imperfect.
- E. "Show disrespect" means to deface, defile, mutilate, or trample.
- F. "Trample" means to intentionally tread upon or intentionally cause a machine, vehicle, or animal to tread upon.
- 76. Obstruct Use of Street. Without authority or justification, obstruct any street, sidewalk, highway, or other public way, with the intent to prevent or hinder its lawful use by others.

(Code of Iowa, Sec. 723.4[7])

- 87. Funeral or Memorial Service. Within 500 feet of the building or other location where a funeral or memorial service is being conducted, or within 500 feet of a funeral procession or burial:
- A. , make noise Make loud and raucous noise with an intentional or reckless disregard for causing which causes unreasonable distress to the persons attending the funeral or memorial service or participating in the funeral procession.
- B. Direct abusive epithets or make any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another.
- C. Disturb or disrupt the funeral, memorial service, funeral procession or burial by conduct intended to disturb or disrupt the funeral, memorial service, funeral procession or burial.
- This subsection applies to conduct within 60 minutes preceding, during, and within 60 minutes after a funeral, memorial service, funeral procession, or burial.

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

<u>SECTION 3. SCRIVENER'S ERROR.</u> The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**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

TRACEY MULCAHEY, CITY CLERK

#### Ordinance No. 2020-10

## AN ORDINANCE AMENDING CHAPTER 40.03 OF THE NORTH LIBERTY CODE OF ORDINANCES

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

**SECTION 1. AMENDMENT OF PUBLIC PEACE ORDINANCE.** Chapter 40.03 of the North Liberty Code of Ordinances (2020) is amended to read as follows:

#### 40.03 DISORDERLY CONDUCT.

No person shall do any of the following:

- 1. Fighting. Engage in fighting or violent behavior in any public place or in or near any lawful assembly of persons, provided that participants in athletic contests may engage in such conduct which is reasonably related to that sport. (Code of Iowa, Sec. 723.4[1])
- 2. Noise. Make unreasonable noise in the vicinity of any residence or public building with an intentional or reckless disregard for causing distress to the occupants thereof, or make unreasonable noise in public with the purpose of causing, or recklessly creating a risk of causing, a breach of the peace. (Code of Iowa, Sec. 723.4[2])
- 3. Inflammatory Language. Use inflammatory language in public which the person using the language knows or reasonably should know is likely to provoke an imminent violent reaction by another.

(Code of Iowa, Sec. 723.4[3])

4. Disrupt Lawful Assembly. Without lawful authority or color of authority, willfully and knowingly acting in such a way as to disturb any lawful assembly or meeting of persons.

(Code of Iowa, Sec. 723.4[4])

5. False Report of Catastrophe. By words or action, initiate or circulate a report or warning of fire, epidemic, or other catastrophe, knowing such report to be false or such warning to be baseless.

(Code of Iowa, Sec. 723.4[5])

6. Obstruct Use of Street. Without authority or justification, obstruct any street, sidewalk, highway, or other public way, with the intent to prevent or hinder its lawful use by others.

(Code of Iowa, Sec. 723.4[7])

7. Funeral or Memorial Service. Within 500 feet of the building or other location where a funeral or memorial service is being conducted, or within 500 feet of a funeral procession or burial, make noise with an intentional or reckless disregard for causing distress to the persons attending the funeral or memorial service or participating in the funeral procession. This subsection applies to conduct within 60 minutes preceding, during, and within 60 minutes after a funeral, memorial service, funeral procession, or burial.

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

**SECTION 3. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

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Third and final reading on	, 2020.
CITY OF NORTH LIBERTY:	
	_
TERRY I 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 in the North Liberty <i>Leader</i> on the day of, 2020.
TRACEY MULCAHEY, CITY CLERK



## **Additional Information**

## North Liberty Library (NLL) Board of Trustees Meeting Virtual Meeting

DATE: May 18, 2020 at 6:30 p.m.

PRESENT: Chris Mangrich, Laura Hefley, Jessica Beck, Mike Healy, Scott Clemons, Heidi Wood, Library Director Jennie Garner, Family Services Librarian Emily O'Sheridan-Tabor

ABSENT: none

Call to Order

- 1) Additions/Changes to the Agenda
  - a) None
- 2) Approval of Minutes
  - a) April 2020 meeting minutes approved
- 3) Reports
  - a. Staff introduction
    - Family Services Librarian Emily Tabor provided an update regarding current library projects, including the library's primary hop program for young patrons, live storytime events, and planning for the upcoming summer reading program
  - b) Budget
    - i) Total Personnel Services: 80.78%
    - ii) Total Services & Commodities: 80.45%
    - iii) Total Library Services: 80.71%
    - iv) Average for this time of year: 83.33%
  - c) Friends
    - i) No report
  - d) Director
    - i) In the news: The NLL has been featured in several publications over the past month
    - ii) Staffing update: two library assistant positions will be opening soon
    - iii) Building update: painting and carpeting projects are underway
    - iv) Professional activities: NLL team members have been invited to present or co-facilitate a number of conferences and panel discussions recently
    - v) Coronavirus response: update provided regarding current status, including fluid plan for phased reopening ('Interim Service Plan'), emergency childcare services, Recsters summer day camp, and FAQ documents development for CARES Act and unemployment assistance
  - e) Staff reports
    - i) Highlights of ongoing projects and team members' areas of focus provided
- 4) Policy Review
  - a. Board of Trustees By-Laws

- i) Approved 5) New Business a) None

Adjourn

Next meeting date: June 15, 2020, 6:30pm

Meeting minutes recorded by Heidi Wood



#### **MEMORANDUM**

To North Liberty Mayor and City Council Members

**CC** City Administrator Ryan Heiar

From Fire Chief Brian Platz
Date June 12<sup>th</sup>, 2020

Re Fire Department Council Report – June 2020

I wanted to use this month's report as an opportunity to provide the council an overview of how we are currently staffing the existing fire department response model. The department is made up of one full time fire chief, two part time assistant chiefs, seven part time firefighters, and 39 volunteers. Volunteer members, or more appropriately, paid per call members, receive payment for each call they respond to.

One full time fire chief and two ¾ time assistant chiefs typically staff the station during the weekdays. A normal day in the office is the fire chief and one assistant chief. Because the assistant chiefs are part time, their schedules rotate. Each of these assistant chiefs have program management responsibilities. One provides oversight of all code enforcement and public outreach. Bryan Hardin is assigned to this area. The other is responsible for department training and administrative functions to include grant facilitation, physicals, and various human relations duties. Bill Schmooke fills this role. We have a third assistant chief who is part of our paid per call contingent and receives a minimal annual stipend. He provides oversight for all emergency operations. This position is assigned to Chris Kochanny. These three assistant chiefs, and myself, make up the administrative staff of the organization.

The department currently has seven part time firefighters that rotate, filling two overnight shifts per night during the week. We are currently staffing two part time personnel from the hours of 6:00 pm to 6:00 am, Sunday night thought Friday morning. These two responders will respond together on medical incidents, public assist calls, fire alarms and investigations. With a staffing of only two, we do not allow them to respond as a pair to structure fires, motor vehicle accidents, vehicle fires, technical rescues, or natural gas leaks. If we are dispatched for one of these higher risk incidents, the part time duo will wait for additional volunteers to arrive before responding.

The remaining 38 department members are volunteer, or paid per call. These members are expected to be "on-duty" for a minimum of 32 hours per month. On-duty is defined as being in the station or within the city limits, able to respond to calls. Eight of the 32 hours must be targeted toward the weekend (day or night) or during the weekday (during the day), in order to provide appropriate coverage when we have less responders in town. We do have many members that live outside our fire district boundary. These members generally spend time at the fire station in order to fulfil their on-duty requirements. When not on-duty, these members are allowed and encouraged to respond to any call for service. Changes to this program were recently instituted following a review. Certain days/times of the week are more difficult and adjustments allow for better coverage. We will reevaluate following a 90-day period.

We will continue to move forward with a staffing plan that will ultimately result in a crew of three paid responders, 24/7. Three responders, full and/or part time, located in the station, will allow for a quick, initial response to any emergency. Paid per call (volunteers) personnel will continue to play a significant role in our future. Utilizing this group to provide second due and subsequent call response will be a vital portion of the response model.



## North Liberty Fire Department 2020 Monthly/YTD Response Report

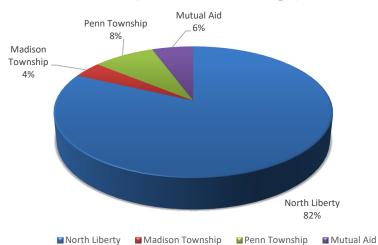
#### **North Liberty Fire Department Responses By Fire District**

	January	February	March	April	May	June	July	August	September	October	November	December	To Date	To Date
North Liberty	115	102	96	85	79								477	81.96%
Madison Township	6	2	5	4	6								23	3.95%
Penn Township	11	11	6	16	5								49	8.42%
Mutual Aid	8	6	4	7	8								33	5.67%
<b>Total Responses</b>	140	121	111	112	98								582	

#### North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	To Date	To Date
100 - Fire	3	2	2	7	3								17	2.92%
200 - Over Pressure, Overheat			1	1									2	0.34%
300 - EMS	78	75	53	52	54								312	53.61%
400 - Hazardous Condition	4	4	4	3	4								19	3.26%
500 - Service Call	14	6	7	5	8								40	6.87%
600 - Good Intent Call	27	22	22	28	15								114	19.59%
700 - False Alarm & False Call	13	12	21	14	13								73	12.54%
800 - Severe Weather														
900 - Special Incident Type	1		1	2	1								5	0.86%
<b>Total Responses</b>	140	121	111	112	98								582	

## 2020 District Responses YTD (Rounded Percentage)

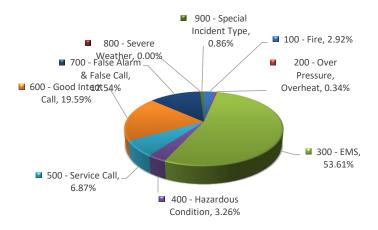


## 2020 Type of Incidents YTD (Percentage)

Percent

Percent

Year





### **North Liberty Fire Department** 2020 Monthly/YTD Response Report

North Liberty Fire Department Response Statistics (All Incidents)

North Liberty Fire Department Response Statistics (All Incidents)										Year				
<u>-</u>	January	February	March	April	May	June	July	August	September	October	November	December	To Date	
Total Responses for Month	140	121	111	112	98	0	0	0	0	0	0	0	582	
Average Responders per Incident	5.6	4.3	4.3	4.6	4.4								4.4	
# Incidents with 2 or less Responders	13	19	18	13	8								71	
% Incidents with 2 or less Responders	9.3%	15.7%	16.2%	11.6%	8.2%								12.2%	
# Incidents with No NLFD Response	1	0	0	0	0								Year	Percent
													To Date	To Date
# Incidents Cancelled Enroute or Prior to Arrival	15	19	15	19	9								77	13.23%
# Incidents Cancelled by JCAS	6	8	5	4	3								26	33.77%
# Incidents Cancelled by JECC	3	4	3	4	0								14	18.18%
# Incidents Cancelled by Law Enforcement	2	2	4	6	1								15	19.48%
# Incidents Cancelled by Fire Department	4	5	3	5	5								22	28.57%

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

	January	February	March	April	May	June	July	August	September	October	November	December	
Total Emergent (Lights & Sirens) Responses for Month	78	75	67	54	50								
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admir	9	10	4	4	3								
# of Incidents with Turnout Time 2 Minutes or Less - PT	5	16	11	7	7								
# of Incidents with Turnout Time 2 Minutes or Less - Total	14	26	15	11	10								Year
% Incidents with Turnout Time 2 Minutes or Less	17.9%	34.7%	22.4%	20.4%	20.0%								To Date
90th Percentile Turnout Time - (Minutes) Part-Time	2:49	2:13	2:32	3:30	2:40								2:47
90th Percentile Turnout Time - (Minutes) Paid Per Call	7:34	8:58	9:09	8:42	8:17								8:46

<sup>\*\*(</sup>Turnout Time is defined as Dispatch Time to Unit Enroute Time)(PPC-Paid Per Call)(PT-Part Time)

#### North Liberty Fire Department Auto Aid & Mutual Aid Given

														Year	Percent
		January	February	March	April	May	June	July	August	September	October	November	December	To Date	To Date
Auto Aid - Coralville (52001)		2	2		3	2								9	1.55%
Auto Aid - Iowa City (52003)		1	1	1	1									4	0.69%
Auto Aid - Solon (52008)		2	1	1	1	3								8	1.37%
Auto Aid - Swisher (52009)		3	2	2	2	3								12	2.06%
Mutual Aid - Other Fire Departments														0	0.00%
	Total Responses	8	6	4	7	8	0	0	0	0	0	0	0	33	5.67%

#### North Liberty Fire Department Auto Aid & Mutual Aid Received

														rear	Percent
		January	February	March	April	May	June	July	August	September	October	November	December	To Date	To Date
Auto Aid - Coralville (52001)		1		2	4									7	1.20%
Auto Aid - Iowa City (52003)		1												1	0.17%
Auto Aid - Solon (52008)		1		2	4									7	1.20%
Auto Aid - Swisher (52009)		4	1	3	3	3								14	2.41%
Mutual Aid - Other Fire Departments		1												1	0.17%
	<b>Total Responses</b>	8	1	7	11	3	0	0	0	0	0	0	0	30	5.15%





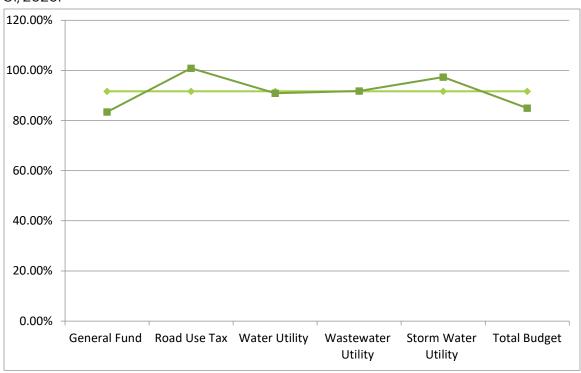
May 2020

City staff are pleased to submit the unaudited monthly financial report for the month of May 2020. At the end of the month, the City was 91.67% through the budget year. Total revenues received for the month were \$3,364,595.02. Total expenditures for the month were \$9,949,347.29. The total cash balance at the end of the month was \$15,044,314.77.

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

#### Revenues

The following chart demonstrates the condition of the City's budgeted revenues as of May 31, 2020:



- This chart represents the historical view at the end of the month.
- The General Fund is in line budget projection at 81.66%. The second installment of property taxes, the primary funding source in this fund, was received in April. Transfers will drive this number to the full budget amount.

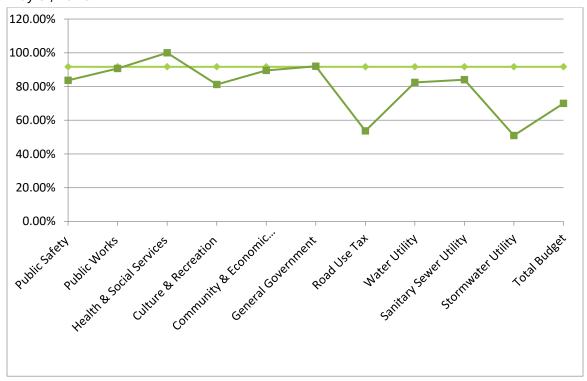
PO Box 77 North Liberty IA 52317

• Utility revenues are all on track.

Overall revenues for the fiscal year to date are \$48,327,630.04, 84.98% of the budgeted amount.

#### **Expenditures**

The following chart demonstrates the condition of the City's budgeted expenditures as of May 31, 2020:



- Social Service grants were paid out in August resulting in full spend of this budget.
- A bond refunding payment was made in September of over \$3 million.
- Transfers will bring the Road Use Tax and Stormwater Utility funds closer to the budgeted amounts.

Year to date total expenditures are \$47,802,235.47 or 69.99% of the projected budget amounts. This amount is right on par for the portion of the fiscal year completed and outstanding transfers.

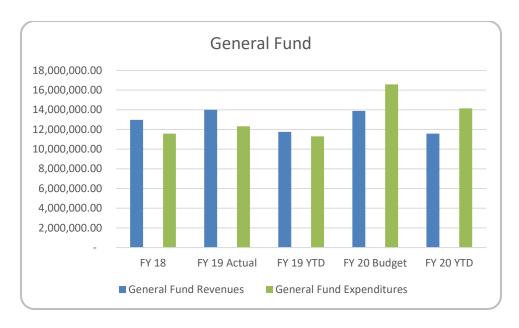
#### Treasurer's Report

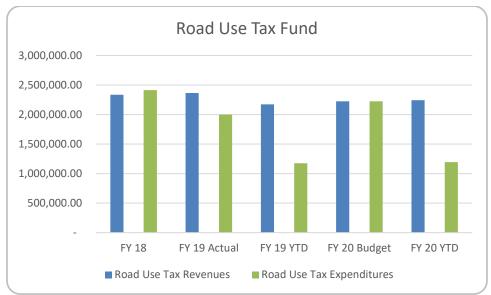
Following is the Treasurer's Report for May. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 4,953,925.90. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those funds obligated for future specific types of expenditures.

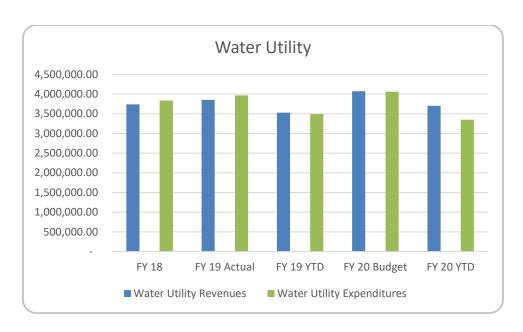
	CITY OF NOR	TH LIBERTY										
	TREASURER	S REPORT										
May 31, 2020												
FUNDS	FUNDS BALANCE REVENUE FORWARD											
	05/01/2020			05/31/2020								
GENERAL	9,159,287.04	570,482.60	1,253,111.40	8,476,658.24								
SPECIAL REVENUE	10,247,596.47	581,627.30	990,771.65	9,838,452.12								
DEBT SERVICE	1,321,982.13	64,108.36	5,184,693.12	-3,798,602.63								
CAPITAL PROJECTS	-11,122,730.26	1,000,164.79	904,728.51	-11,027,293.98								
WATER ENTERPRISE	4,815,636.57	470,033.51	906,303.68	4,379,366.40								
WASTEWATER ENTERPRISE	7,026,497.56	620,915.79	692,698.87	6,954,714.48								
STORM WATER ENTERPRISE	220,657.13	17,331.06	16,968.05	221,020.14								
TOTAL	21,668,926.64	3,324,663.41	9,949,275.28	15,044,314.77								

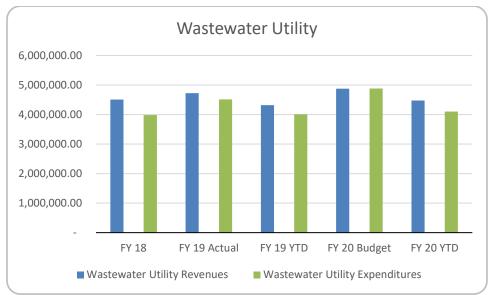
#### **Summary Charts**

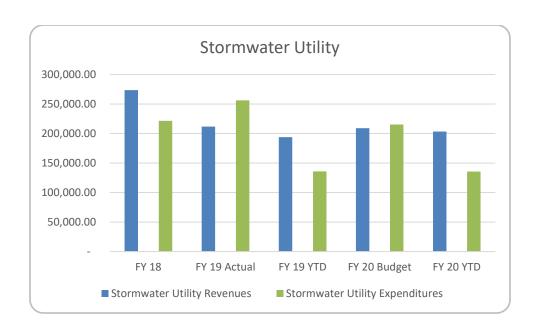
Following are comparison charts of revenues and expenditures for the past two fiscal years, this fiscal year's budget and this fiscal year to date.











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