



**North Liberty City Council
Regular Session
July 14, 2020**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **July 10, 2020**
Re **City Council Agenda – July 14, 2020**

Meeting Note

Tuesday's meeting will be held virtually via Zoom and live streamed at [Watch Meetings Live](#) 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 (06/23/20)
- Claims
- Liquor License Renewals
 - Casey's #2788
 - Tin Roost
 - Smokin' Joes

Meetings & Events

Tuesday, Jul 14 at 6:30p.m.
City Council

Monday, Jul 20 at 4:30p.m.
Joint Government Meeting

Monday, Jul 20 at 7:00p.m.
Library Board

Tuesday, Jul 28 at 6:30p.m.
City Council

Social Service Application

Included in the packet is a social service funding request from Families, Inc. This application was not presented in April with the other social service applications as it was not received by the deadline. However, it was verified by staff that Families, Inc. did in fact email the application prior to the deadline, but unfortunately was never received. The FY21 Socials Services budget has \$1,400 remaining. Staff is seeking direction from Council regarding the funding request.

Kahler Settlement Agreement

In 2013, when the City completed the second phase of the Jones Boulevard reconstruction project, Michael and Tamara Kahler provided the City with a temporary construction easement. As part of the easement agreement, the City agreed to move the Kahler's water service connection to the south, for future use when the Kahler's would eventually connect to the City's water service. Recently, the Kahler's were voluntarily annexed into the City and attempted to connect to the aforementioned service line.

Unfortunately, neither City staff nor a private contractor could find the service line. The Kahlers hired a contractor to bore under Jones Boulevard and tap on to the water main at their own expense. The settlement payment, approximately \$2,200, represents half of the additional costs that the Kahlers incurred. Staff recommends approval of the agreement.

Harvest Estates II, Part 6 Developer's Agreement

The developer for Harvest Estates II is ready to proceed with the construction of Part 6. This agreement, which includes the payment of nearly \$120k in infrastructure fees, was negotiated last summer for plans to proceed earlier this year, but those plans were delayed because of COVID. The agreement is unchanged except for the dates, and staff recommends approval.

Vintage Estates Zoning Change Request, Second 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 I 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 Iowa. 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 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. It should be noted that staff has now met with the adjacent land owner onsite six different times - two times since the June 23 Council meeting. The most recent meeting included the developer's surveyor and contractor so that tile lines could be exposed. While the land owner agrees with the proposed design in concept he is not willing to withdraw his objection until the design is complete. Generally, tile design of this nature is not incorporated into construction drawings; rather it is addressed in the field. However, the developer continues to work in good faith, has started design on this specific drainage issue and it is expected to have it completed prior to the final reading of this ordinance. In the meantime, staff recommends approval of the second reading of this zoning change.

Unless the objection is withdrawn before or at the meeting, which is not anticipated, a supermajority vote of the City Council is required for approval. Additional information about the proposed development, including site plan details, can be found in the packet.

Water Rate Increase Ordinance, Third & Final 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 in 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.

Various Ordinance Updates, Second 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 lot 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

City Council
July 14, 2020
Regular Session
6:30 p.m.

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 tmulcahey@northlibertyiowa.org.

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 www.youtube.com/channel/UCrCw6ipAPjJnd-olpRgPJcg. You can also attend by phone; call 1 (312) 626 6799 with a touch-tone phone and to enter the meeting ID 891 4917 9135 and nine-digit meeting password 868273865. 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 23, 2020
 - B. Claims
 - C. Liquor License Renewal, Casey's #2788
 - D. Liquor License Renewal, Tin Roost
 - E. Liquor License Renewal, Smokin' Joes
5. City Engineer Report
6. City Administrator Report
7. Mayor Report
8. Social Service Application
 - A. Discussion and possible action on application from Families, Inc.

9. Kahler Settlement Agreement
 - A. Resolution Number 2020-57, A Resolution authorizing Settlement Agreement with Michael J. Kahler and Tamara S. Kahler
10. Harvest Estates II, Part Six
 - A. Resolution Number 2020-58, A Resolution approving the Developer's Agreement for Harvest Estates II, Part Six
11. Vintage Estates
 - A. Second 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
12. Water Rate Update
 - A. Third and adoption 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
13. Chapter 180 Ordinance regarding Minimum Low Openings on Plat Requirement
 - A. Second consideration of Ordinance Number 2020-05, An Ordinance amending the Minimum Low Opening Requirements of the North Liberty Code of Ordinances
14. Chapter 146.05 Ordinance regarding Rental Permit Guest
 - A. Second consideration of Ordinance Number 2020-06, An Ordinance amending the Rental Permit Requirements of the North Liberty code of Ordinances
15. Chapter 90.23 Ordinance regarding Backflow customer responsibility
 - A. Second consideration of Ordinance Number 2020-07, An Ordinance clarifying customer and contractor responsibilities for backflow prevention device inspection and reporting
16. Chapter 50.07 Ordinance regarding Nuisance Ordinance Scriveners error
 - A. Second consideration of Ordinance Number 2020-08, An Ordinance correcting a scrivener's error in Chapter 50 of the North Liberty Code of Ordinances

17. Chapter 41.07 Ordinance regarding Toy Guns
 - A. Second consideration of Ordinance Number 2020-09, An Ordinance amending Chapter 41 of the North Liberty Code of Ordinances
18. Chapter 40.03 Ordinance regarding Disorderly Conduct
 - A. Second consideration of Ordinance Number 2020-10, An Ordinance amending Chapter 40.03 of the North Liberty Code of Ordinances
19. Old Business
20. New Business
21. Adjournment



Consent 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.

Roll call

At 6:30 p.m., Mayor Terry Donahue called the June 23, 2020 Regular Session of the North Liberty City Council to order. Councilors present: RaQuishia Harrington, Chris Hoffman, Annie Pollock, Brent Smith and Brian Wayson; absent: Chris Hoffman.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Kevin Trom, Derek Blackman, Tionna Pooler, Ray Bisbee, Jason Ledden, Heather Ropp and other interested parties.

Approval of the Agenda

Smith moved, Pollock seconded to approve the agenda with adding an item under Item 8 allowing for an applicant presentation. The vote was all ayes. Agenda approved. Hoffman arrived at 6:32 p.m.

Consent Agenda

Pollock moved, Wayson seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on June 9 2020; the attached list of Claims; May Revenues; May Treasurers Report; the Liquor License Renewal, Sushiya; Liquor License Update, Red's Alehouse, expanded outdoor service; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for J & A Tap; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for LD Express; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Liberty View Wine & Spirit; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for The Station II LLC; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Urban Fuel LLC; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's General Store #2788, 595 N. Kansas Avenue; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's General Store #2479, 625 W. Zeller Street; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for The Depot North Liberty LLC; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Fareway Stores, Inc. #993; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Smokin' Joe's Tobacco & Liquor Outlet #12; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Walgreens #11710; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Johny's Liquor Store; FY 2021 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Kum & Go #507; Police Department Construction, Change Order Number 5, Tricon General

Construction, Inc., \$15,103.48; and St. Andrews Drive Project, Pay application Number 3, Metro Pavers, Inc., \$373,966.67. The vote was all ayes. Consent Agenda approved.

City Engineer Report

City Engineer Kevin Trom provided a status update on the St. Andrews Drive Project. He attended a virtual Aquatic HVAC progress meeting this a.m. The project is progressing well. They plan to start work on August 3 with completion on August 31. Ranshaw House, Phase 3 project will be short bid process. Staff is working to get it bid in August to get work done before winter. Staff review next Monday. Council discussed the report with Trom.

City Administrator Report

City Administrator Ryan Heiar provided an update on COVID-19 responses. City Hall and the Building Department have reopened, but no one is allowed beyond the front desk. Foot traffic has been pretty slow. The Community Center's summer program for school age kids is underway. Thirty-five kids are attending this week. The number is expected to increase throughout the summer. Lap swim has been very popular in the indoor pool. The outdoor pool is remaining closed for the summer. The Recreation Center and Library plan to reopen the week of July 6 with restrictions. As the number of cases increases in Johnson County, staff is keeping their interactions with outsiders to a minimum and are being vigilant in wearing masks or shields. Meetings are continuing to be held by phone or online. Heiar is working with Jason Hall at Moxie Solar. The plan is to have something by the end of the week with an agreement coming to Council in July. Heiar is meeting with the owner of the Quail Creek facility in July. Council may need to make decisions on next steps after that meeting. Council discussed the report with Heiar.

Mayor Report

Mayor Donahue reported noticing positive case rates are climbing with most under age 25. He reported that the first meeting in July will be held in Council Chambers with social distancing around the dais. If councilors are not comfortable attending in person, other provisions can be made.

Vintage Estates

At 6:42 p.m., Mayor Donahue opened the Public Hearing regarding proposed PAD for Vintage Estates. Jason Ledden and Heather Ropp presented information on the project. Written comments were received and entered into the record. The public hearing was closed.

Rusnak reported that the Planning Commission and Staff recommend approval with conditions as included in the ordinance. The Good Neighbor Meeting was held. A public hearing was held at the May Planning Commission meeting.

Council discussed the project with the applicant.

Wayson moved, Smith seconded to approve the 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. After discussion, Hoffman moved to table until the objection is withdrawn in writing. Harrington seconded the motion to table. The vote on tabling was: ayes – Harrington, Hoffman; nays – Wayson, Smith, Pollock. Motion failed. The vote on the first consideration of the ordinance was: ayes – Wayson, Smith, Pollock; nays – Hoffman, Harrington. With a written objection in place, the vote required $\frac{3}{4}$ affirmative votes to pass. With two ayes, the motion failed.

Zoning Ordinance Updates

Wayson moved, Hoffman seconded to approve the 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. The vote was: ayes – Harrington, Hoffman, Wayson, Pollock, Smith; nays – none. Motion carried.

2020A Bond Sale

Tionna Pooler, Independent Public Advisors, presented information on the bond sale. Hoffman moved, Smith seconded to approve Resolution Number 2020-53, A Resolution authorizing and approving a Loan Agreement to R.W. Baird, 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. After discussion, the vote was: ayes – Pollock, Smith, Harrington, Wayson, Hoffman; nays – none. Motion carried.

Water Rate Update

Hoffman moved, Wayson seconded to approve the 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. The vote was: ayes – Smith, Harrington, Hoffman, Wayson, Pollock; nays – none. Motion carried.

FY 20-21 Wages

Pollock moved, Hoffman seconded to approve 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. The vote was: ayes – Wayson, Harrington, Hoffman, Pollock, Smith; nays – none. Motion carried.

Mowing Assessment

Hoffman moved, Harrington seconded to approve Resolution Number 2020-55, A Resolution assessing delinquent amounts owed to the City of North Liberty, Iowa to individual property taxes.

After discussion, the vote was: ayes – Smith, Pollock, Wayson, Harrington, Hoffman; nays – none. Motion carried.

CDBG Grant Agreement – Summer Lunch & Fun

Pollock moved, Harrington seconded to approve 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. The vote was: ayes – Hoffman, Wayson, Harrington, Pollock, Smith; nays – none. Motion carried.

Chapter 180 Ordinance regarding Minimum Low Openings on Plat Requirement

Lientz provided information on this ordinance amendment. At 7:24 p.m., Mayor Donahue opened the public Hearing regarding proposed ordinance amendment. No oral or written comments were received. The public hearing was closed.

Hoffman moved, Smith seconded to approve the first consideration of Ordinance Number 2020-05, An Ordinance amending the Minimum Low Opening Requirements of the North Liberty Code of Ordinances. The vote was: ayes – Smith, Harrington, Hoffman, Pollock, Wayson; nays – none. Motion carried.

Chapter 146.05 Ordinance regarding Rental Permit Guest

Lientz provided information on this ordinance amendment. At 7:27 p.m., Mayor Donahue opened the public Hearing regarding proposed ordinance amendment. No oral or written comments were received. The public hearing was closed.

Harrington moved, Pollock seconded to approve the first consideration of Ordinance Number 2020-06, An Ordinance amending the Rental Permit Requirements of the North Liberty code of Ordinances. The vote was: ayes – Pollock, Hoffman, Wayson, Harrington, Smith; nays – none. Motion carried.

Chapter 90.23 Ordinance regarding Backflow customer responsibility

Lientz provided information on this proposed ordinance amendment. At 7:28 p.m., Mayor Donahue opened the public Hearing regarding proposed ordinance amendment. No oral or written comments were received. The public hearing was closed.

Smith moved, Hoffman seconded to approve the first consideration of Ordinance Number 2020-07, An Ordinance clarifying customer and contractor responsibilities for backflow prevention device inspection and reporting. The vote was: ayes – Pollock, Harrington, Hoffman, Wayson, Smith; nays – none. Motion carried.

Chapter 50.07 Ordinance regarding Nuisance Ordinance Scriveners error

Lientz presented information on this ordinance amendment. At 7:30 p.m., Mayor Donahue opened the public Hearing regarding proposed ordinance amendment. No oral or written comments were received. The public hearing was closed.

Pollock moved, Harrington seconded to approve the first consideration of Ordinance Number 2020-08, An Ordinance correcting a scrivener's error in Chapter 50 of the North Liberty Code of Ordinances. The vote was: ayes – Smith, Pollock, Hoffman, Harrington, Wayson; nays – none. Motion carried.

Chapter 41.07 Ordinance regarding Toy Guns

Lientz presented information on this ordinance amendment. At 7:33 p.m., Mayor Donahue opened the public Hearing regarding proposed ordinance amendment. No oral or written comments were received. The public hearing was closed.

Hoffman moved, Harrington seconded to approve the first consideration of Ordinance Number 2020-09, An Ordinance amending Chapter 41 of the North Liberty Code of Ordinances. The vote was: ayes – Hoffman, Wayson, Pollock, Harrington, Smith; nays – none. Motion carried.

Chapter 40.03 Ordinance regarding Disorderly Conduct

Lientz presented information on this ordinance amendment. At 7:36 p.m., Mayor Donahue opened the public Hearing regarding proposed ordinance amendment. No oral or written comments were received. The public hearing was closed.

Hoffman moved, Harrington seconded to approve the first consideration of Ordinance Number 2020-10, An Ordinance amending Chapter 40.03 of the North Liberty Code of Ordinances. The vote was: ayes – Wayson, Smith, Pollock, Harrington, Hoffman; nays – none. Motion carried.

Old Business

No old business was presented.

New Business

Council discussed Vintage Estates objection with Rusnak. A motion for reconsideration was discussed. Lientz presented information on the procedures to reconsider the previous vote.

Harrington moved to suspend the rules, Smith seconded. The vote was: ayes – Pollock, Wayson, Hoffman, Smith, Harrington; nays – none. Motion to suspend the rules carried.

Harrington moved to reconsider, Pollock seconded. After discussion, the vote was: ayes – Wayson, Smith, Harrington, Pollock; nays – Hoffman. Motion carried.

Hoffman moved, Wayson seconded to approve the 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. The vote was: ayes – Hoffman, Smith, Harrington, Pollock, Wayson; nays – none. Motion carried.

Adjournment

Mayor Donahue adjourned the meeting at 7:52 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

Applicant License Application (LE0001945)

Name of Applicant: <u>CASEY'S MARKETING COMPANY</u>		
Name of Business (DBA): <u>CASEY'S GENERAL STORE #2788</u>		
Address of Premises: <u>595 N KANSAS AVE</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business	<u>(319) 665-6030</u>	
Mailing	<u>PO Box 3001</u>	
City <u>Ankeny</u>	State <u>IA</u>	Zip: <u>500218045</u>

Contact Person

Name JESSICA FISHER-COMSTOCK, Store Operations	
Phone: (515) 446-6404	Email JESSICA.FISHER@caseys.com

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 07/15/2020

Expiration Date: 07/14/2021

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType:	<u>Publicly Traded Corporation</u>	
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

42-0935283 CASEY'S GENERAL STORES, INC.

First Name: 42-0935283

Last Name: CASEY'S GENERAL STORES, INC.

City: ANKENY

State: Iowa

Zip: 50021-804

Position: OWNER

% of Ownership: 100.00%

U.S. Citizen: Yes

MICHAEL RICHARDSON

First Name: MICHAEL

Last Name: RICHARDSON

City: PLEASANT HILL

State: Iowa

Zip: 50327

Position: PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

JULIA L. JACKOWSKI

First Name: JULIA L.

Last Name: JACKOWSKI

City: URBANDALE

State: Iowa

Zip: 50322

Position: SECRETARY

% of Ownership: 0.00%

U.S. Citizen: Yes

James Pistillo

First Name: James

Last Name: Pistillo

City: Urbandale

State: Iowa

Zip: 50323

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

JOHN SOUPENE

First Name: JOHN

Last Name: SOUPENE

City: ANKENY

State: Iowa

Zip: 50023

Position: VICE-PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Merchants Bonding Company

Policy Effective Date: 07/15/2020

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective Date:

Temp Transfer Expiration Date:



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA):

Casey's (#2788)

Address of Business: _____

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

The above referenced business possesses a valid Johnson County Public Health food license.

Name: James Lacina

Title: env. Health Manager

Date: 5/18/20

Signature: _____

James Lacina



North Liberty Police Department

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

June 10, 2020

Liquor License Check

Business: Casey's General Store #2788
595 N. Kansas Ave
North Liberty, IA 52317

Owners: Michael Richardson (DOB: 1956)
John Soupene (DOB: 1968)
Julia L. Jackowski (DOB: 1966)
James Pistillo (DOB: 1971)

The North Liberty Police Department does not have any documented contacts with the owners or premise in conflict with their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.



Date:

Name of Business:

Address:



Fire Inspection Form

SITE	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		

ASSEMBLY OCCUPANCIES	Code Section	Yes	No	N/A
4) Occupant Load Sign(s) are Posted	IFC 1004.3			

FIRE EXTINGUISHERS	Code Section	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		

EMERGENCY & 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		

ELECTRICAL	Code Section	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			
15) Surge Protectors are Mounted/Secured and Plugged Directly into an Outlet	IFC 605.4.1			

EXIT ACCESS & DOORS	Code Section	Yes	No	N/A
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			

STORAGE	Code Section	Yes	No	N/A
19) Storage is at least 18" below Sprinkler Heads in Sprinklered Buildings	IFC 315.3.1			
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			

COMPRESSED 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

Inspection Completed by: _____

Signature: _____

Applicant License Application (LC0043624)

Name of Applicant: <u>TRNL, LLC</u>		
Name of Business (DBA): <u>Tin Roost</u>		
Address of Premises: <u>840 W Penn St</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business <u>(319) 626-2331</u>		
Mailing <u>840 W Penn St</u>		
City <u>North Liberty</u>	State <u>IA</u>	Zip: <u>52317</u>

Contact Person

Name <u>Erik Shewmaker</u>	
Phone: <u>(319) 626-2331</u>	Email <u>erikshewmaker@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 07/21/2020

Expiration Date: 07/20/2021

Privileges:

Catering Privilege

Class B Wine Permit

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

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

Ownership

Lane Shewmaker

First Name: <u>Lane</u>	Last Name: <u>Shewmaker</u>	
City: <u>Iowa City</u>	State: <u>Iowa</u>	Zip: <u>52245</u>
Position: <u>Partner</u>		
% of Ownership: <u>25.00%</u>	U.S. Citizen: <u>Yes</u>	

Brian Flynn

First Name: <u>Brian</u>	Last Name: <u>Flynn</u>	
City: <u>Iowa City</u>	State: <u>Iowa</u>	Zip: <u>52240</u>
Position: <u>Partner</u>		
% of Ownership: <u>25.00%</u>	U.S. Citizen: <u>Yes</u>	

Brandon Pratt

First Name: Brandon
City: North Liberty
Position: Partner

Last Name: Pratt
State: Iowa

Zip: 52317

% of Ownership: 25.00%

U.S. Citizen: Yes

Joe Selix

First Name: Joe
City: North Liberty
Position: Partner

Last Name: Selix
State: Iowa

Zip: 52317

% of Ownership: 25.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Phoenix Insurance Company

Policy Effective Date: 07/21/2020

Policy Expiration 07/21/2021

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

June 10, 2020

Liquor License Check

Business: Tin Roost Restaurant

840 W. Penn Street

North Liberty, IA 52317

Owners: Lane Shewmaker (DOB: 1983)
Brian Flynn (DOB: 1975)
Brandon Pratt (DOB: 1981)
Joe Selix (DOB: 1985)

The North Liberty Police Department does not have any documented contacts with the owners or premise in conflict with their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA):

Tin Roost

Address of Business: _____

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

The above referenced business possesses a valid Johnson County Public Health food license.

Name: James Cacia

Title: Env. Health Manager

Date: 5/18/20

Signature: _____

[Handwritten Signature]

Date: 6/20/20

Name of Business: Tin Roost

Address: 840 W Penn St, North Liberty, IA 52317



Fire Inspection Form

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

Inspection Completed by: Josseph Selix

Signature: _____

Applicant **License Application (LE0001348)**

Name of Applicant: The Outlet Inc

Name of Business (DBA): Smokin' Joe's Tobacco and Liquor Outlet # 12

Address of Premises: 465 Hwy. 965 Unit G

City North Liberty **County:** Johnson **Zip:** 52317

Business (319) 250-4464

Mailing 1916 N. Sturdevant St.

City Davenport **State** IA **Zip:** 52804

Contact Person

Name Tom Gripp

Phone: (563) 322-8340 **Email** licensing@smokinjoesoutlets.com

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 07/01/2019

Expiration Date: 06/30/2020

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

Ownership

Joseph Depaepe

First Name: Joseph **Last Name:** Depaepe

City: St. Charles **State:** Illinois **Zip:** 60175

Position: Pres

% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: Old Republic Surety Company

Policy Effective Date: 07/01/2019 **Policy Expiration** 01/01/1900

Bond Effective 2 **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

May 13, 2020

Liquor License Check

Business: Smokin' Joe's Tobacco & Liquor
465 S Hwy 965
North Liberty, IA 52317

Owners: Joseph Depaepe (DOB: 1946)

The North Liberty Police Department does not have any documented contacts with the owner(s) or premise in conflict with their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): Smokin' Joes #12

Address of Business: _____

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

The above referenced business possesses a valid Johnson County Public Health food license.

Name: James Lacina

Title: Env. Health Manager Date: 5/1/20

Signature: James Lacina

Date: 6/24/20

Name of Business: Smokin Joes

Address: 465 Highway 965 Suite G, North Liberty, IA



Fire Inspection Form

SITE	Code Section	Yes	No
1) Address #s are Posted & Visible	IFC 505.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Keys in Knox Box are Current	IFC 506.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Premise is Free of Waste Accumulation	IFC 304.1.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ASSEMBLY OCCUPANCIES	Code Section	Yes	No	N/A
4) Occupant Load Sign(s) are Posted	IFC 1004.3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

FIRE EXTINGUISHERS	Code Section	Yes	No
5) Fire Extinguishers have Current Annual Inspection Tag	IFC 901.6.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fire Extinguishers have been Visually Checked Monthly (Date & Initial Tag)	NFPA 7.2.1.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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EMERGENCY & EXIT LIGHTS	Code Section	Yes	No
9) Emergency Lights Illuminate when Tested (Use Test Button)	IFC 1008.3.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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ELECTRICAL	Code Section	Yes	No	N/A
12) Electrical Panels have at least 3 Feet of Clearance in Front of Panel	IFC 605.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13) There is No Exposed Wiring	IFC 605.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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15) Surge Protectors are Mounted/Secured and Plugged Directly into an Outlet	IFC 605.4.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXIT ACCESS & DOORS	Code Section	Yes	No	N/A
16) Exits are Unobstructed Exit Signs are Illuminated	IFC 1031.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17) Corridors & Aisles are Unobstructed	IFC 1003.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
18) Exit Doors Open Freely	IFC 1010.1.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

STORAGE	Code Section	Yes	No	N/A
19) Storage is at least 18" below Sprinkler Heads in Sprinklered Buildings	IFC 315.3.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20) Storage is at least 24" below Ceiling in Non-Sprinklered Buildings	IFC 315.3.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21) Kitchen Cleaning Rags are Disposed of in a Non-Combustible Container	IFC 304.3.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

COMPRESSED CYLINDERS	Code Section	Yes	No	N/A
22) Compressed Gas Cylinders are Secured or Chained	IFC 5303.5.3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Provide Explanation for any "No" Answers Below

Key was made for Knox box but fire dept never picked it up to put in the knox box.

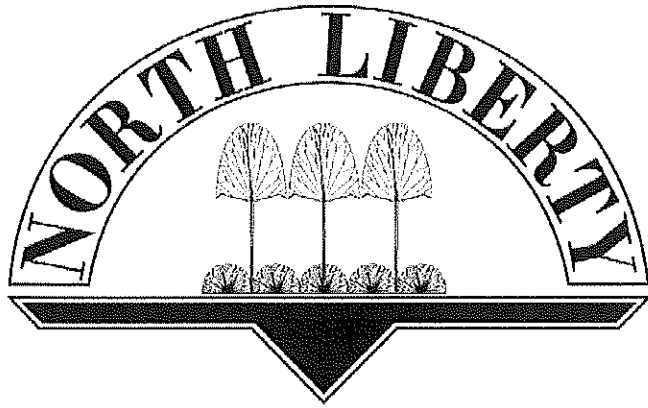
Hawkeye Fire & Safety notified and will be in to inspect fire extinguishers.

Inspection Completed by: Deb Schnyder

Signature: _____



Social Service Application



SOCIAL SERVICES FUNDING APPLICATION – FY 2021

North Liberty City Council has allocated funds in the FY 2021 (July 1, 2020 – June 30, 2021) budget for social service programs and projects. These funds are for both annual funding and smaller projects and contributions to innovative programs. New applicants are encouraged to contact Tracey Mulcahey at 319/626-5712 or tmulcahey@northlibertyiowa.org before completing the application. *Council has emphasized the focus of innovative, new projects and deemphasized the funding of personnel.*

General Information

Agency Name: **Families, Inc.**

Agency Contact: **Mary Kay Townsend and Amy Gosnell**

Position: **Executive Director and Supervisor/ Program Specialist**

Address: **233 S. 2nd Street, PO Box 130, West Branch, IA 52358**

Phone: **319-643-2532**

Email: **families@Lcom.net**

Website: **www.familiesinc.org**

Agency Mission Statement:

Families, Inc. is committed to strengthening individuals and families through home-based therapy, education, and support services.

Tax Status:

501c3

Program/Project Information

Program/Project Title:

Nurturing Parenting Program

Program/Project Expenditures

Expense (List all expenses by category, using another sheet if necessary)	Amount
Personnel	3015
Benefits (health, life, 401k) and Payroll Taxes	1225
Mileage (1250 x .26/mi) and Supplies/ Marketing (NPP workbooks, copies, brochures, etc.)	465
Admin (Staff/ Supervisor Reporting) and Admin Benefits (health, life, 401k)	185
Admin Payroll Taxes and Bldg Costs	110
Total:	5000 for North Liberty only

Sources of Program/Project Funds

Source of Funds (List all sources, using another sheet if necessary)	Amount/Percentage of total cost
This program has secured funding in Johnson County by Decat	Current: 13451, FY21: 11,000
This program has secured funding in Delaware County by Decat	Current: 6000, FY21: unknown amount
Application for funding for Benton County through CFEI	FY21: 5000
City of North Liberty	FY21: 5000 requested
Total:	Current: 19451, FY21: unknown

Anticipated/Actual start date:

07/01/2020

Anticipated Program/Project completion date:

06/30/2021

Application Information

1. Describe the program/project.

The In-Home Nurturing Parent Program for North Liberty will be provided by our family counselors using a parenting curriculum developed by Dr. Stephen J. Bavolek that has a proven record of preventing and treating child abuse & neglect. This program targets parents with children of all ages involved or at risk of involvement with DHS. The referrals may come from schools, DHS, hospitals, doctors' offices, churches, therapists, individual requests, etc. Once referred to our office, a counselor will contact the family within 48 hours. The program requires 10 sessions to complete the curriculum and sessions are tailored to fit the needs of each family. The family counselor is required to complete documentation regarding each session (i.e. information covered, responses to information delivered, changes needed). In addition, referrals outside of this program will be made as necessary to meet any additional needs the family may have.

Families, Inc. owns the newest version of the Nurturing Parenting curriculum. Sessions will be offered weekly in the home, approximately 60 minutes per session. Sessions may take place in the community on a case-by-case basis.

Our professional staff have experience working with children/ families. All of our staff undergo criminal background checks, child and dependent adult abuse checks, and drivers' checks. Families, Inc. has past and ongoing experience providing this service in Cedar, Benton, Iowa, Delaware, Johnson and Jones counties.

Throughout the lessons, parents will learn about the following:

- Understanding Feelings
- Alternatives to Spanking
- Communicating with Respect
- Building Self-Worth in Children
- Praising Children & their Behavior
- Ages & Stages of Growth
- The Philosophy and Practices of Nurturing Parenting
- Learning Positive Ways to Deal with Stress & Anger
- Understanding & Developing Family Morals, Values & Rules
- Ways to Enhance Positive Brain Development in Children & Teens

2. What specific need in the community is the Agency addressing with this program/project? (Describe the extent of the problem, and the major factors in the community contributing to the problem.)

One of the common barriers for families in accessing services is the need for flexible scheduling. Offering appointments at times that fit the family and the provider's schedules relieves that barrier to accessing services. Another great barrier that prevents individuals from accessing services is transportation. This program eliminates that barrier by providing the service in the home. Another significant barrier individuals and families face is affordability. This program will not require insurance, co-pays, or fees from the families.

As reflected in the Mercy Community Health Needs Assessment, adults reported an average 2.3 days in a 30 day period having mentally unhealthy days. The needs assessment does not specify a correlation between mentally unhealthy days and child abuse & neglect or adverse childhood experiences; however, it is easy to understand that mental health issues can have an affect on parenting and this curriculum does a wonderful job of keeping the importance of communication, understanding feelings, and positive ways to deal with stress and anger in the forefront.

3. How many North Liberty residents will you be serving with this program/project?

6 families

4. Provide a succinct, specific description of your primary target population(s).

This program will target North Liberty parents of children of all ages, race, ethnicity, and socioeconomic status, promoting the program to community professionals in contact with mothers and fathers involved with DHS or at-risk of involvement with DHS (i.e. schools, DHS, hospitals, doctors' offices, churches, therapists, etc.).

5. What percentage of the program/project benefits North Liberty residents?

100%

6. How will this program/project benefit the community of North Liberty?

The underlying theoretical and philosophical assumptions of Nurturing Parenting are based on well-accepted clinical and empirical findings:

1. Human behavior is multi-dimensional. The positive and negative impact of life's past events shape our cognitive, emotional and neurological responses to current events.
2. Positive and negative life events carry both cognitive and affective cellular memories. Over time, repeated events create neural pathways. These neural pathways strongly influence behavior.
3. Nurturing Parenting instruction is based on proven psycho-educational and cognitive-behavioral approaches to learning. In these approaches, awareness, understanding, acceptance and conscious replacement of old patterns of thought and behavior are replaced with newer, healthier ones.
4. Nurturing Parenting embraces the theory of re-parenting. In the practice of re-parenting, new patterns of behavior replaced older, destructive ones over time. Long-term dysfunctional patterns of behavior require long-term interventions that allow new patterns of thought and behavior to incubate and take hold.
5. Nurturing oneself as a man and a woman is paramount to becoming a nurturing father and mother. Parents who take care of themselves are better suited to take care of another self.
6. Parenting is a role with defined responsibilities that are time and situation specific. When parenting is perceived as a 24/7 obligation, role identity becomes the major source of one's personal identity. Having a role-based identity puts children in a higher risk as compliance with parental requests and demands is essential for the parent's self worth.
7. Parenting beliefs are learned early in life from the experiences a child has during the process of growing up. Beliefs are formulated from 4 factors: perceptions of events occurring; knowledge and understanding of the events occurring; the emotional impact the events have; and social consensus among family members or peer group that the events have value.
8. For parents to change long standing destructive beliefs regarding parenting, and consequently their parenting behaviors, long-term family based education offered in lessons ordered in a sequential manner is required.

All of these findings strongly suggest that a program like this would contribute to a stronger, healthier community.

7. Describe your efforts to outreach to residents of North Liberty in providing accessibility to your programs and services.

Our staff will promote this program in person at places within North Liberty that serve children/ youth like schools, DHS, hospitals, doctors' offices, churches, and therapists. We will have program specific informative materials such as brochures or flyers to hand out. As explained above, this program eliminates such barriers as transportation, scheduling, and stigma.

8. If this funding is not available, describe the impact of that decision on the Agency and the program/project these funds would have supported.

Decat is facing funding cuts which affects the number of people we can serve. This additional funding will allow us to serve more families, specifically targeting North Liberty.

9. List all amounts and years of funds previously received from the City of North Liberty.

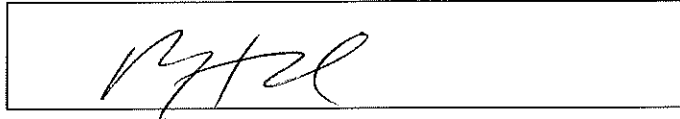
We have never received funding from the City of North Liberty.

10. If you have previously participated in the City of North Liberty's social services funding opportunity, have you completed required reports?

Not applicable.

I give permission to the City of North Liberty to reproduce and use any photographs taken at my program/project and/or that are submitted as part of our program summary report.

Signature

A rectangular box containing a handwritten signature in black ink. The signature appears to be 'R. H. L.' or similar, written in a cursive style.

Date

03/18/2020

Send one grant application via email to Tracey Mulcahey at tmulcahey@northlibertyiowa.org. Do not send any hard copies of applications.

Submission deadline: Applications will be accepted until March 20, 2020 with awards made at a Council meeting in April.

Annual reports on awarded projects/programs are due by August 31, 2021. Reminder notices will be emailed in July.



Kahler Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is entered into by and between Michael J. Kahler and Tamara S. Kahler, husband and wife, (hereinafter referred to as "Kahler," which expression shall include, his, her, or their heirs, agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Kahler and the City are collectively referred to as "the Parties."

I. RECITALS

A. As part of a public works project relating to the improvement of Jones Boulevard in North Liberty (the "Project"), Kahler and the City negotiated and executed an agreement in 2013 (the "Easement Agreement"), granting the City a temporary construction easement over and across a portion of residential property owned by Kahler. Said Easement Agreement was then recorded in Book 5156, Page 925, in the Office of the Recorder for Johnson County, Iowa.

B. Paragraph 10 of the Easement Agreement provided that the City would, as part of the consideration given for said easement, undertake the following actions:

10. The Property Owner's water service location will be moved further to the south across from Hauer Drive (south side), and the water shut off will be pushed down slightly below the grass elevation.

C. In 2019, after the completion of the Project, the residential property described above was annexed by the City, and Kahler then attempted to uncover the water service location so as to connect to municipal water services. The water service location could not be found.

D. Kahler subsequently incurred expenses related to hiring a contractor to bore under Jones Boulevard and tap onto the City's water main.

E. The Parties wish to avoid the prospect of litigation and expense, and wish to settle fully and finally differences among them and compromise any and all claims and issues that have been raised or could have been raised by any party in relation to the facts recited herein.

F. It is the intent of the Parties to fully and finally settle and withdraw any and all claims, counterclaims, charges, civil actions, and grievances of any kind whatsoever that they may have against one another relating to the matters above that may have arisen between the parties.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Settlement Agreement.

2. **Consideration.** Upon execution of this Settlement Agreement by all Parties and upon approval of the Settlement Agreement by the City's council, the City shall pay Kahler the sum of Two Thousand Two Hundred Six Dollars and Fifty-Six Cents (\$2,206.56).

3. **Release.** In exchange for the full payment of the consideration set forth in paragraph 2 above, Kahler shall irrevocably and unconditionally release and forever discharge the City, and its representatives, attorneys, insurers, agents, successors, administrators and assigns, individually and collectively, from any and all actions or claims of any nature whatsoever related to matters set forth in

Section I. above, in law or in equity, which Kahler ever had, now has or may have against the City arising from the subject matter set forth in Section I. above.

Parties also covenant not to sue any party or the representatives of any party to this Settlement Agreement or named in the Settlement Agreement relating to any of the claims released by this Settlement Agreement.

4. **Contingencies.** This Settlement Agreement is contingent upon the following:
 - a. Approval of the Settlement Agreement by the City's council on July 14, 2020.
 - b. Execution of the Settlement Agreement by Kahler prior to the City's council meeting of July 14, 2020.
 - c. Payment to be made available by the City to Kahler the sum of \$2,206.56 by 5:00 PM on July 15, 2020.

If any of the contingencies set forth in this paragraph are not fulfilled within the time limits set forth in this paragraph, this Settlement Agreement becomes null and void without any further action by either party and shall not be admissible in any court of law or administrative proceeding.

5. **Admission of Wrongdoing.** The Parties enter into this Settlement Agreement in order to avoid further delay and the expense associated with litigating their claims in court. Nothing contained herein constitutes an admission of wrongdoing by any Party hereto.

6. **Mutual Non-Disparagement.** Upon execution of this agreement by both parties, neither Kahler nor the City shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation.

7. **Interpretation.** The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Settlement Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

8. **Severability.** Should any provision of this Settlement Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

9. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

10. **Counterparts.** This Settlement Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

11. **Careful Review and Understanding.** All Parties represent and certify they have carefully read and fully understand all of the provisions and effects of this Settlement Agreement, that they have had the opportunity to thoroughly discuss all aspects of this Settlement Agreement with an

attorney, that they are voluntarily entering into this Settlement Agreement, and that neither the opposing party nor any agents, representatives, or attorneys made any representations concerning the terms or effects of this Settlement Agreement other than those contained herein.

12. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Settlement Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Settlement Agreement.

13. **Attorney's Fees.** If any dispute arises over this Settlement Agreement, including the resort to litigation, the prevailing party shall be entitled to recover the reasonable and necessary attorney's fees and expenses incurred in enforcing this Settlement Agreement.

14. **No Assignment.** The Parties warrant and represent that they have not made any assignment or transfer of any contract, right, claim, demand, cause of action, or other matter covered by the releases set forth herein.

15. **Right to Enforce This Agreement.** Notwithstanding any provision set forth in this Settlement Agreement, the Parties to this Settlement Agreement retain the right to enforce this Settlement Agreement.

16. **Drafting.** This Settlement Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Settlement Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

17. **Captions.** The captions or headings of the sections in this Settlement Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Settlement Agreement.

18. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Settlement Agreement and that the releases above in this Settlement Agreement are executed without reliance on any statements or any representations not contained herein. Each of the Parties knowingly waives:

- a. Any claim that this Settlement Agreement was induced by any misrepresentation or nondisclosure, and
- b. Any right to rescind or void this Settlement Agreement based upon presently existing facts, known or unknown.

19. **Survival.** The provisions of this Settlement Agreement, including without limitation to, the representations, warranties, covenants and releases made herein shall survive the execution of this Settlement Agreement and the performances by the Parties of their respective obligations under this Settlement Agreement.

20. **Successors and Assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

21. **Modifications.** No part or provision of this Settlement Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Settlement Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Settlement Agreement.

22. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release effective on the last date set forth below.

MICHAEL J. KAHLER

By: 

Michael J. Kahler

Date of Signature: 7-6-2020

TAMARA S. KAHLER

By: 

Tamara S. Kahler

Date of Signature: 7/6/2020

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Terry L. Donahue, Mayor

Date of Signature: _____

RESOLUTION NO. 2020-57

**RESOLUTION AUTHORIZING SETTLEMENT
AGREEMENT WITH MICHAEL J. KAHLER AND TAMARA
S. KAHLER**

WHEREAS, Michael J. Kahler and Tamara S. Kahler (together, the "Kahlers") have a dispute with the City of North Liberty (the "City") regarding responsibility for costs incurred by the Kahlers related to a municipal water service connection and related excavation work; and

WHEREAS, the City of North Liberty and the Kahlers have reached an agreement concerning the disposition of the disputed costs.

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

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute said agreement.

APPROVED AND ADOPTED this 14th day of July, 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



Harvest Estates II, Part Six

Prepared by and Return to:
Grant D. Lientz, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317 319-626-5767

**DEVELOPER'S AGREEMENT
HARVEST ESTATES II PART SIX**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Glynmor LLC, hereinafter referred to as "Developer."

SECTION 1. REQUEST FOR PLAT APPROVAL.

Developer has requested that the City approve the proposed final plat, attached hereto as Exhibit A and incorporated herein by reference, for a subdivision known as Harvest Estate II Part Six (referred to herein as the "plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows:

BEGINNING at the Northwest Corner of Chipman's Subdivision, in accordance with the Plat thereof Recorded in Plat Book 9, at Page 20 of the Records of the Johnson County Recorder's Office; Thence S00°20'39"E, along the West line of said Chipman's Subdivision, a distance of 941.34 feet; Thence S88°28'16"W, 672.35 feet; Thence N00°50'05"W, a distance of 955.92 feet to the Southwest Corner of Harvest Estates II, Part 5, in accordance with the Plat thereof Recorded in Plat Book 62, at Page 279 of the Records of the Johnson County Recorder's Office; Thence N88°52'22"E, along the South line of said Harvest Estates II, Part 5 Subdivision, 555.44 feet; Thence N00°20'39"W, along said South line, 35.01 feet; Thence N89°39'21"E, along said South line, 124.41 feet, to a point on the West line of Lot 171 of said Harvest Estates II, Part 5 Subdivision; Thence S01°07'38"E, along the said West line of Lot 171, a distance of 43.26 feet to the POINT OF BEGINNING. Said tract of land contains 14.90 Acres, and is subject to easements and restrictions of record.

As part of this request, Developer acknowledges full ownership of the real estate described above.

SECTION 2. CONDITIONS OF PLAT APPROVAL AND RIGHT TO PROCEED.

A. The City agrees that it will approve the final plat of this subdivision upon the conditions that:

1. The final plat conforms to the preliminary plat;
2. The construction plans have been submitted and approved;
3. The public improvements have been constructed and accepted by the City or, in the event the Developer requests and the City agrees to the construction of the public improvements after final plat approval, the Developer has complied with the security requirements set forth in Section 180.11(2)(A) of the Code of Ordinances and Section 8 of this Agreement; and
4. The Developer enters into and abides by this Agreement.

B. The Developer further agrees that this Agreement shall be a covenant running with the land and shall be binding on the present and future owners of the property.

C. The Developer may not grade or otherwise disturb the earth, remove trees, construct sanitary sewer mains, storm sewer mains, water mains, streets, utilities, public or private improvements or any buildings until the following conditions have been satisfied:

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;
2. The Developer has complied with the erosion control and grading provisions set forth in Section 5 of this agreement;
3. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and
4. Contingent upon the permitting requirements set forth in Paragraph 3 of this section being met, all necessary construction permits have been applied for and issued by the City.

SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.

A. Development Standards. The subdivision shall be developed according to the preliminary and final subdivision plats as approved by the City and according to the plans and specifications as approved by the City. All plans shall be approved before the commencement of any work in accordance with the subdivision plat. There shall be no variance from the subdivision plats, or from the construction plans and specifications, unless approved in writing by the City.

B. Public Improvement Standards. All improvements and facilities described in this Agreement shall be constructed and installed by the Developer according to the plans, specifications, ordinances and standards of the City and in accordance with all applicable federal and state laws and regulations. All required inspections shall be performed by the City Engineer or designate. Said inspections shall consist of inspection of the work in progress but shall not relieve or release the Developer from its responsibility to construct said improvements and facilities pursuant to the agreed upon plans and specifications. These improvements and facilities include but are not limited to public water system; sanitary sewer system; storm sewer and drainageway system; site grading; underground utilities; setting for lot and block monuments; and surveying and staking.

C. Standard Requirements. Further, the Developer agrees that:

1. All streets shown on the plat will be constructed of concrete paving with concrete curb and gutter as shown on the approved construction plans and will be dedicated to the City.
2. The Developer shall provide for the installation of all electric lines, street lights, gas mains, telephone lines and other utility facilities that are necessary at the Developer's sole cost. Developer further agrees that all utilities shall be installed underground.
3. Any decorative street lighting must be approved by the City and installed at the Developer's sole cost.
4. At such time as building construction occurs on a lot, but in no event later than five (5) years from the date the subdivision plat is recorded, the Developer shall install sidewalks in said subdivision abutting said lots per the widths approved on the preliminary plat, in accordance with the plans and specifications of the City, and subject to inspections by the City Engineer or designate, unless otherwise shown on the plat or otherwise specified in this agreement.
5. The Developer shall submit a storm water management plan that will identify the drainage of this development and specify the manner in which storm water, drainage and runoff will be accommodated. The Developer agrees to dispose of all storm water through the approved storm water and drainageway system as set forth in the storm water management plan. The design and construction of the storm water detention basin, if required by the City for this development, shall be in compliance with the City's current storm water management ordinances and policies. The Developer shall have a duty to continue the drainage across the property, and, in no event, shall the Developer create an undue hardship on the adjoining property owners in the manner in which storm water runoff and drainage is managed.
6. The Developer shall provide water, sewer, utility and drainage easements as shown on the plat.

7. Any wells shall be abandoned in accordance with applicable local, state and federal laws and regulations.

8. A Stormwater Management Facility Maintenance Agreement (or BMP Agreement) shall be required to be approved before or at the time of final plat approval, which shall include terms and conditions related to off-site maintenance and repair responsibilities as agreed upon by the parties. City understands, acknowledges and approves that the Developer will assign this obligation to the homeowners association. See also Paragraph E of this section.

D. Additional Requirements. Further, the Developer agrees that:

1. The Developer shall pay the following costs:

- a. \$71,523.00 for St. Andrews costs per Preliminary Plat Agreement Section 5(4).
- b. \$29,730.00 for Jones Boulevard costs per Preliminary Plat Agreement Section 5(5).
- c. \$18,312.00 for the sewer tap-on fee for the West Trunk sewer line per Preliminary Plat Agreement Section 5(6).

These costs shall be submitted to the City in full prior to Council approval of that final plat.

2. The Developer will ensure the construction of an emergency vehicle turnaround, at the south end of Harrison Street, as approved by the City. Notwithstanding that some or all of the area contemplated for the emergency vehicle turnaround is situated outside the corporate limits of the City of North Liberty, the Developer will provide proof of its right of use of that property in that manner, whether by ownership or easement, for the emergency turnaround area prior to construction permits being issued. The emergency vehicle turnaround shall be designed and constructed to support at least 75,000 lbs. and with width and turnaround provisions that meet the standards set out in Table D103.4, 2015 IFC.

E. Homeowners Association. The Developer agrees that a homeowners association, hereinafter referred to as "HOA," has been created and shall be subject to the following requirements.

1. The City shall have the opportunity to review and approve all documentation related to the initial formation and organization of the HOA, which shall then be recorded at the Developer's expense. The City shall thereafter be provided notices concerning any reorganization of the HOA, dissolution of the HOA, changes in membership in the HOA, or proposed changes in any duties or responsibilities of the HOA that directly affect the City.

2. Said HOA shall include the owners of all buildable lots within the underlying preliminary plat.

3. After the final plat is approved and recorded, the Developer shall transfer all outlots to the HOA.

4. The HOA shall own in perpetuity and be responsible for the maintenance of all outlots within the boundaries of the preliminary plat, including but not limited to stormwater management facilities and landscape buffers, consistent with all terms and conditions set out in this Agreement.

5. The City shall be responsible for upkeep and snow removal of the firetruck turnaround at the south end of Harrison Street, notwithstanding it being situated outside the corporate City limits, so long as it is used as such. However, the HOA shall be responsible for the maintenance of the adjacent open areas surrounding and to the south of the firetruck turnaround, and to the south of Outlot G and lots 157 and 158, extending therefrom approximately 66' to the nearest section line, keeping same mowed and clear of debris. See also Paragraph D(2) of this section.

6. The Developer acknowledges and agrees that the all lots within the jurisdiction of the HOA will be specifically benefited by the maintenance of the open areas described in Paragraph E(5) of this section, and the cost of such maintenance need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities, if necessary, in the event the City incurs costs due to the failure of the HOA or its members to maintain the area.

F. Developer's Obligations. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvements at issue herein, nor shall the Developer be deemed to be acting as the City's agent during the original construction and installation of the above-described improvements. The parties agree that the obligation to install the above-described public improvements herein shall be in accordance with the plans and specifications drafted by the Developer and subject to the approval of the City. Furthermore, the obligations shall remain on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

SECTION 4. PUBLIC UTILITIES.

Developer agrees that it will obtain any necessary concurrence of utility or other easements from appropriate utility companies. Developer agrees that it will provide for the continuation of all required water, sanitary sewer and storm drainage facilities. The Developer agrees that it will connect and use existing public water supplies in accordance with the North Liberty Municipal Code and that the Developer will provide a plan outlining the drainage of the land and indicating the manner in

which the drainage will be accommodated and will connect to the existing storm water sewer systems when available in accordance with the plan approved by the City Engineer.

SECTION 5. EROSION CONTROL AND GRADING.

A. Erosion Control. Before any grading or utility construction is commenced or building permits are issued, the Developer shall design and implement an erosion control plan which shall be reviewed and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. All seeded areas shall be fertilized, mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan or any supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion and assess the costs of such action to the Developer or to the property, or both. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder.

B. Grading. No grading of any nature may occur on this property until a grading plan is implemented by the Developer and approved by the City. Within ninety (90) days after the completion of any grading, the Developer shall provide the City with an "as-constructed" grading plan and a certification by registered land surveyor or engineer that all ponds, swales and ditches, if any, have been constructed in accordance with the plans approved by the City.

SECTION 6. PHASED DEVELOPMENT.

If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases will not be allowed to proceed until Developer's Agreements for such phases are approved by the City.

SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.

A. If all the public improvements and facilities except for sidewalk construction deferred in accordance with Section 3(C)(4) as provided in this Agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a surety bond with the City in the amount equal to the estimated costs of the public improvements and facilities except for sidewalk construction deferred in accordance with Section 3(C)(4), plus ten (10) percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances.

B. In the event the Developer, its assigns or successors in interest, should sell or convey lots in said subdivision without having constructed the public improvements and facilities as provided in this Agreement or without the City having accepted all public improvements and facilities; or the Developer, its assigns or successors in interest in said subdivision, shall fail to construct sidewalks as set forth in Section 3(C)(4), the City shall have the right to install and construct said improvements,

facilities and sidewalks. Unless City is fully reimbursed for these costs from the escrowed money or surety bond held by the City, the costs of said public improvements, facilities and sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed and any lots which may be assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code. It is further provided that this requirement to construct said public improvements, facilities and sidewalks is and shall remain a lien from the date of execution until properly released as hereinafter provided.

C. The Developer acknowledges and agrees that all lots of the subdivision are specifically benefited by the public improvements, facilities and sidewalks, and the cost of such public improvements, facilities and sidewalks need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities.

SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

A. The Developer shall submit to the City, for approval by the City Engineer, plans and specifications for the construction of improvements in the subdivision which have been prepared by a registered professional civil engineer. The Developer shall obtain approval of the construction plans and all necessary permits from the appropriate city, state and federal agencies before proceeding with construction. In addition, the Developer shall cause to have its engineer provide adequate field inspection personnel to ensure that an acceptable level of quality control is maintained.

B. The Developer shall pay all costs of engineering administration, which will include review of the Developer's final construction plans and specifications, monitoring of construction, and consultation with the Developer and its engineer on the status, progress or other issues regarding the project. The Developer shall pay for the reasonable construction observation performed by the City staff or consulting City Engineer. Construction observation will consist of examination of proposed public utilities, street construction and other infrastructure improvements. The engineering administrative fee and construction observation fees to be paid by the Developer shall be determined by the City, in part based on the standard hourly fee schedule in effect between the City Engineer and the City on file at City Hall and in part based on standard fees for other staff members that perform the duties noted above. The City shall provide the appropriate supporting documentation for these fees upon request by the Developer.

SECTION 9. RELEASE.

The City agrees that when the public improvements, facilities and sidewalks required by Section 3 of this Agreement have been installed to the satisfaction of the City, it will promptly issue appropriate releases of various lots of the subdivision for recording in the Johnson County Recorder's Office so that this Agreement, or applicable portions thereof, will no longer constitute a cloud on the title of the lots in said subdivision.

SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.

A. The Developer agrees and is fully obligated to perform as provided in this Agreement. The Developer is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement. Failure of the Developer, its employees, agents or assigns, to perform is not a defense for the Developer against any action to be taken by the City.

B. In the event of default by the Developer regarding any work to be performed by the Developer under this Agreement, the City may, at its option, perform the work and bill the Developer for said work. The Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given written notice of the work in default, and has not cured such default within fourteen (14) days of such notice. This Agreement is an authorization for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter upon the property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part against all of the property located in the subdivision.

SECTION 11. AUTHORIZATION TO ENTER PREMISES.

Developer grants the City, its agents, employees, officers and contractors, authorization to enter the subdivision area to perform all work and inspections deemed appropriate and necessary by the City in conjunction with this development.

SECTION 12. FEES.

The Developer agrees to record this Agreement and to pay all necessary recording and filing fees that accrue as a result of any work that is performed under this Agreement or made necessary as a result of this subdivision project. A copy of this recorded Agreement will be provided to the City.

SECTION 13. TIME OF PERFORMANCE.

Developer shall install all required public improvements, except for sidewalk construction deferred in accordance with Section 3(C)(4), within two (2) years from the date of City approval of this Agreement. In the event that the Developer fails to install the required public improvements within the above-referenced time, authorization to proceed with the development shall cease, and the Developer shall be required to seek reauthorization and approval of this development. Developer may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the Developer or requiring the Developer to provide security to reflect cost increases and extended completion date.

SECTION 14. MISCELLANEOUS.

A. The Developer represents and states that the plat complies with all city, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations. The City may, at its option, refuse to allow construction or development work in the subdivision until the Developer complies with the appropriate law or regulation. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, occupancy permits or other permits.

D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or a release.

F. The Developer may not assign this Agreement or the obligations imposed by this Agreement without the written permission of the City Council or as otherwise provided in this Agreement.

G. The Developer's obligations under this Agreement shall continue in full force and effect even if the Developer sells a portion of the subdivision, the entire platted area, or any part thereof.

H. No building or occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City.

I. The Developer shall take out and maintain a public liability and property damage insurance policy covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.

J. The Developer shall record any restrictive or protective covenants for the subdivision. A copy of the recorded restrictive or protective covenants will be provided to the City.

K. The Developer shall record the original copy of this agreement, with all requisite signatures, at the time the other final plat documents are recorded as required by law.

SECTION 15. NOTICES.

Required notices to the Developer shall be in writing and shall either be hand delivered to the Developer, its agents or employees, or mailed to the Developer by registered mail at the following addresses:

Alan Marks

Glynmor LLC
c/o Midwest Development Corporation
1680 Highway One, Suite 2920
Fairfield, IA 52556

and

Joseph T. Moreland
Hayek, Moreland, Smith & Bergus, L.L.P.
120 East Washington Street
Iowa City, Iowa 52240-3924

Notices to the City shall be in writing, or via email (so long as receipt is acknowledged via email) and shall be either hand delivered to the City Administrator or mailed to the City by registered mail in care of the City Administrator at the following address:

North Liberty City Administrator
P.O. Box 77
3 Quail Creek Circle
North Liberty, IA 52317

Notices mailed in conformance with this section shall be deemed properly given.

SECTION 16. SUCCESSORS AND ASSIGNS.

This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the parties, their successors and assigns.

DATED this ____ day of July, 2020.

CITY OF NORTH LIBERTY, IOWA

By: _____
Terry L. Donahue, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

GLYNMOR LLC

By:  Agent
Joseph T. Moreland, Agent

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

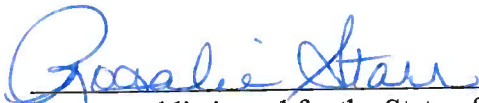
On this 7th day of July 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known,

who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of July, 2020; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on this 7TH day of July, 2020, by Joseph T. Moreland as agent of Glynmor LLC.



Notary Public in and for the State of Iowa



14.90 AC



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 251-4622
WWW.PETTMCDONALDSEIERS.NET

DEVELOPER'S
AGREEMENT
EXHIBIT

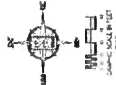
A PORTION OF THE
SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF
SECTION 18, TOWNSHIP 80
NORTH, RANGE 7 WEST
NORTH LIBERTY
JOHNSON COUNTY
IOWA

9310-005	ALZHEIMER	1	05/07/19
9310-005	ALZHEIMER	1	05/07/19

DEVELOPER'S AGREEMENT EXHIBIT
HARVEST ESTATES II, PART 6
A PORTION OF THE SW-1/4, OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN
TO NORTH LIBERTY, JOHNSON COUNTY, IOWA

JAMES CONSULTANTS INC.
 161017 S. GLEBE STREET
 KNOX CITY, IA 52340

OWENS ASSOCIATES-PA
 JOSEPH T. MORELAND
 100 EAST WASHINGTON STREET
 KNOX CITY, IA 52340



LEGEND AND NOTES

[illegible][illegible]

DAILY SURVEY TABLE					
DATE	WIND	WAVE HGT.	WAVE DIR.	WAVE PERIOD	WAVE SPEED
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Resolution No. 2020-58

**A RESOLUTION APPROVING THE DEVELOPER'S
AGREEMENT FOR HARVEST ESTATES II, PART SIX**

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

WHEREAS, the terms and conditions for the development of Harvest Estates II, Part Six have been set forth in an Agreement between the City of North Liberty and Glynmor LLC and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding regarding said agreement.

NOW, THEREFORE, BE IT RESOLVED that that the Development Agreement between the City of North Liberty and Glynmor LLC is approved for Harvest Estates II, Part Six, North Liberty, Iowa

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said amendment.

APPROVED AND ADOPTED this 14th day of July, 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



Vintage Estates



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;

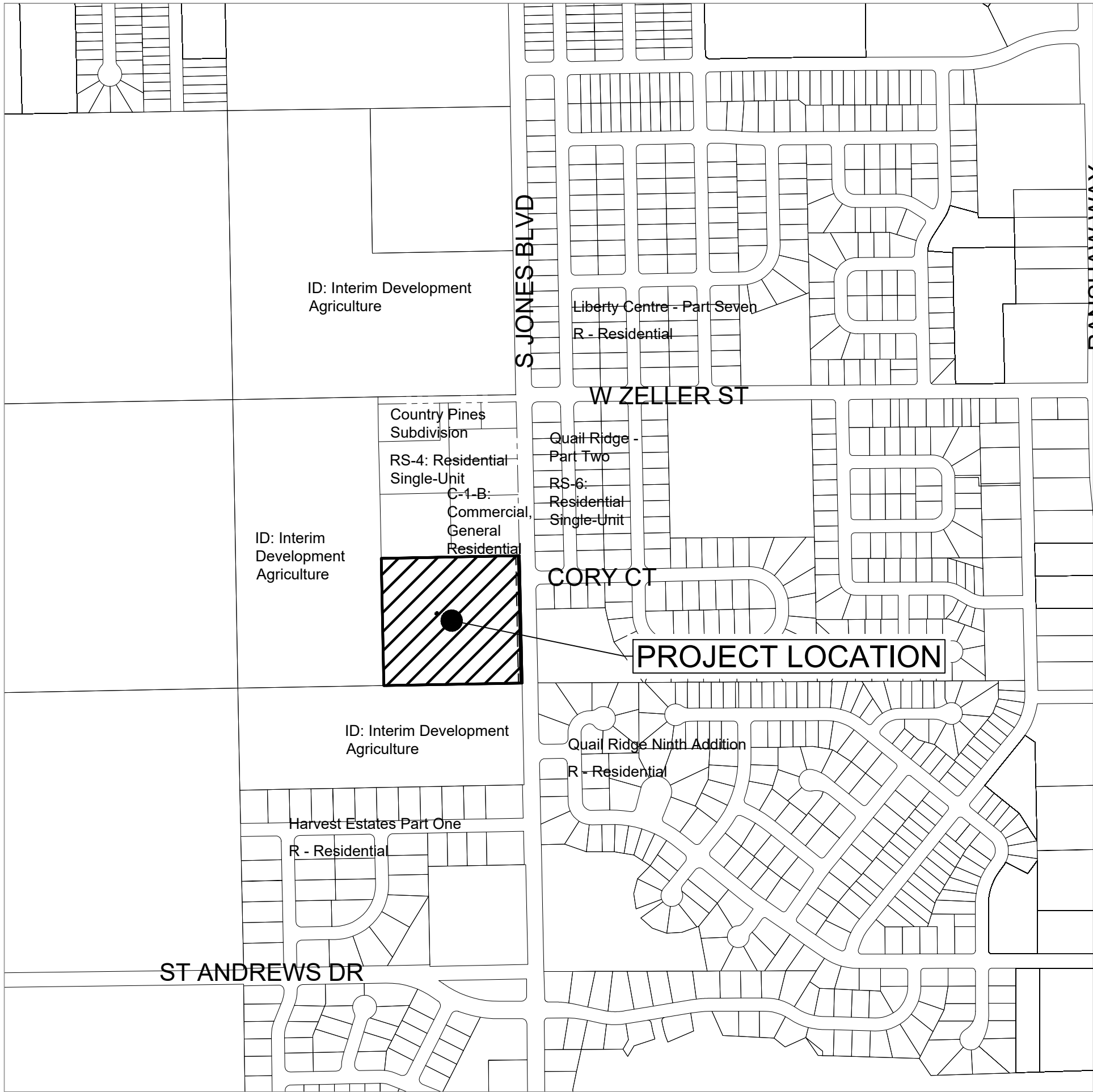
6. That a color rendering in elevation of the proposed landscaping prior to City Council's consideration of the zoning map amendment;
7. That applicant demonstrate the site plan's consistency with the City's post-construction storm water runoff control ordinance, as determined by the City Engineer, prior 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.
2521 WASHINGTON STREET
PELLA, IOWA 50219
CONTACT: RAY BISBEE
PHONE: (641) 780-3408



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 PLAN
C700	PLANTING PLAN
C800	INTERSECTION DETAILS



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. Strenig 06/15/2020
Nicholas H. Strenig, ASLA Date

License Number 553

SHEET C700

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 State of Iowa.

Jason A. Ledden 06/15/2020
Jason A. Ledden, P.E. Date

License Number P24117

My License Renewal Date is December 31, 2020

Pages or sheets covered by this seal:
SHEETS C100-C600
SHEET C800

VINTAGE ESTATES

TITLE SHEET

NORTH LIBERTY, IOWA

SNYDER & ASSOCIATES, INC. |

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com



Project No: 119.1037

Sheet C100

5	AS PER CITY COMMENTS	06/15/20	LMW
4	AS PER CITY COMMENTS	06/02/20	LMW
3	AS PER CITY COMMENTS	05/16/20	RMM
2	AS PER CITY COMMENTS	05/07/20	RMM
MARK	REVISION	DATE	BY
Engineer: LBW	Checked By: JAL	Scale: 1" = SCALE	
Technician: RMM	Date: 3-27-2020	T-R-S: TTN-RRW-SS	
Project No: 119.1037			Sheet C100

LEGEND

FEATURES

Spot Elevation
Contour Elevation
Fence (Barbed, Field, Hog)
Fence (Chain Link)
Fence (Wood)
Fence (Silt)
Tree Line
Tree Stump

Deciduous Tree \\\ Shrub

Coniferous Tree \\\ Shrub

Communication
Overhead Communication
Fiber Optic
Underground Electric
Overhead Electric
Gas Main with Size
High Pressure Gas Main with Size
Water Main with Size
Sanitary Sewer with Size
Duct Bank
Test Hole Location for SUE w/ID

(B) Denotes the survey quality service level for utilities

Sanitary Manhole

Storm Sewer with Size
Storm Manhole
Single Storm Sewer Intake
Double Storm Sewer Intake
Fire Hydrant
Fire Hydrant on Building
Water Main Valve
Water Service Valve
Well
Utility Pole
Guy Anchor
Utility Pole with Light
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
Above Ground Storage Tank
Sign
Satellite Dish
Mailbox
Sprinkler Head
Irrigation Control Valve

EXISTING

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 ACTIONS.
- E. NOTIFY OWNER, ENGINEER, AND CITY OF NORTH LIBERTY AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
- 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.
- H. CONTRACTOR SHALL PERFORM EXPLORATORY EXCAVATION FOR DRAINAGE TILE ALONG NORTH AND WEST PROPERTY LINES.
- 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 UNSUITABLE 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 CONSTRUCTION.
- 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 OF THE COOPERATIVE.
- T. THE BUILDING LINES SHOWN ARE FOR MAXIMUM BUILDING FOOTPRINT.
- 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.
- V. THE PCC PRIVATE ROAD PAVEMENT SHALL BE DESIGNED TO SUPPORT 75,000 LBS.

UTILITY CONTACT INFORMATION

UTILITY CONTACT FOR MAPPING INFORMATION
SHOWN AS RECEIVED FROM THE IOWA ONE
CALL DESIGN REQUEST SYSTEM, TICKET
NUMBER 552001248.

ALLIANT ENERGY
Contact Name : Alliant Energy Field Engineer
Contact Phone: 8002554268
Contact Email: locate_IPL@alliantenergy.com

LINN COUNTY REC
Contact Name : Johna Nunemaker
Contact Phone: 3193771587
Contact Email: nunemaker@linncountyrec.com

MIDAMERICAN-GAS
Contact Name : Carson Hemphill
Contact Phone: 3193414461
Contact Email: crhemphill@midamerican.com

NORTH LIBERTY, CITY OF
Contact Name : Tom Palmer
Contact Phone: 3196265736
Contact Email: tpalmer@northlibertyiowa.org

SOUTH SLOPE TELEPHONE
Contact Name : Brian Frese
Contact Phone: 3192277111
Contact Email: brian@southslope.com

MEDIACOM IOWA CITY
Contact Name : Carl Norton
Contact Phone: 3195946201
Contact Email: cnorton@mediacomcc.com

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 C1 / 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 UTILITIES.

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.



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

- 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.
- 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

- 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.
- 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 IOWA.
- 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

- 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.
- 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.
- THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
- 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:
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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

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

06/15/20	LMW	5	AS PER CITY COMMENTS
06/02/20	LMW	4	AS PER CITY COMMENTS
05/16/20	RMM	3	AS PER CITY COMMENTS
05/01/20	RMM	2	AS PER CITY COMMENTS
MARK	REVISION	DATE	BY
Engineer: LBW	Checked By: JAL	Scale: 1" = SCALE	
Technician: RMM	Date: 3-27-2020	T-R-S: TTN-RRW-SS	
Project No: 119 / 1037			Sheet C101

VINTAGE ESTATES

PROJECT INFORMATION

NORTH LIBERTY, IOWA

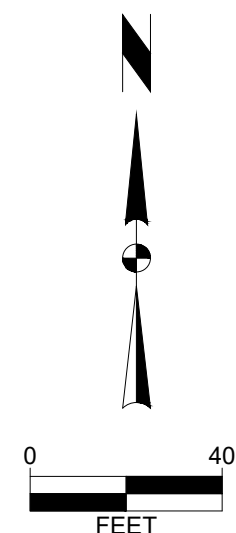
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ANKENY, IOWA 50023
515-364-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC. I



Project No: 119,1037

Sheet C101



1. EXISTING FEATURES, PROTECT THE FOLLOWING:
 - A. PAVEMENTS TO REMAIN, SAW CUT ALL PAVEMENTS TO FULL DEPTH AT REMOVAL LIMIT TO AVOID DAMAGE TO ADJACENT PAVEMENTS, ANY DAMAGE TO PAVEMENT SHALL BE REPAIRED AT CONTRACTORS EXPENSE.
 - B. PROTECT EXISTING UTILITIES, VERIFY LOCATION PRIOR TO CONSTRUCTION, ANY DAMAGE TO UTILITIES DUE TO CONSTRUCTION SHALL BE REPAIRED AT CONTRACTORS EXPENSE, ADJUST EXISTING UTILITIES WHEN REQUIRED TO MATCH PROPOSED GRADE.
 - C. EXISTING PLANT MATERIAL.
 - D. EXISTING FENCE.
 - E. EXISTING HAUL ROAD.
2. DEMOLITION, REMOVE THE FOLLOWING:
 - A. EXISTING PAVEMENT TO LIMITS SHOWN OR NEAREST JOINT LINE.
 - B. EXISTING TREES AND SHRUBS INCLUDING STUMPS AND ROOT BALL. ALL TREES MUST BE REMOVED DURING APPROPRIATE BAT REMOVAL TIMES OR A BAT SURVEY MUST BE COMPLETED TO IDENTIFY ANY POTENTIAL BAT HABITAT, AND PROTECTED UNTIL APPROPRIATE REMOVAL TIMES.
 - C. EXISTING UTILITIES. COORDINATE DISCONNECT AND REMOVAL LIMIT WITH UTILITY PROVIDER PRIOR TO REMOVAL.
 - D. EXISTING BUILDING, INCLUDING FOUNDATION. ABANDON SERVICE LINES PER CITY OF NORTH LIBERTY AND SERVICE PROVIDER REQUIREMENTS.
 - E. EXISTING SWING SET.
 - F. EXISTING FENCE.
 - G. ABANDON EXISTING WELL. WORK TO BE COMPLETED BY A CERTIFIED WELL DRILLER, PER THE JOHNSON COUNTY REQUIREMENTS.
 - H. EXISTING PROPANE TANK PER IOWA DNR REQUIREMENTS.
 - I. EXISTING MAILBOX. COORDINATE WITH USPS.
 - J. RELOCATE EXISTING COMMUNICATION PEDESTALS. COORDINATE WITH FRANCHISE UTILITY PROVIDER PRIOR TO CONSTRUCTION.
 - K. REMOVE AND REPLACE EXISTING 6" TILE TO LIMITS SHOWN.
 - L. REMOVE ALL EXISTING FIELD TILE WITHIN SUBJECT PROPERTY LIMITS. VERIFY THAT ALL TILE IS CONNECTED TO 6" TILE LINE ON THE NEIGHBORING PROPERTY OWNER.

VINTAGE ESTATES

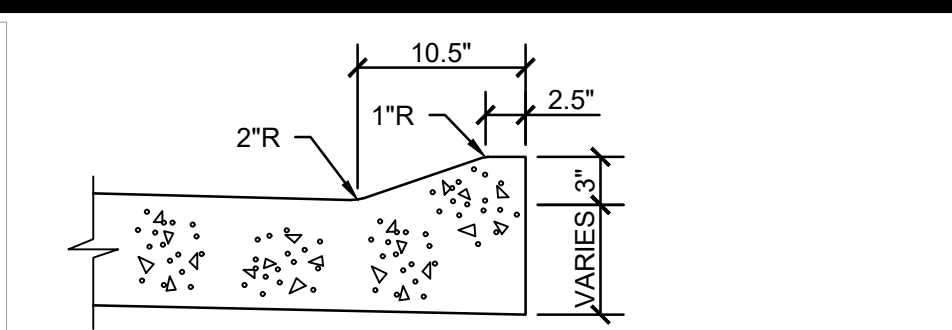
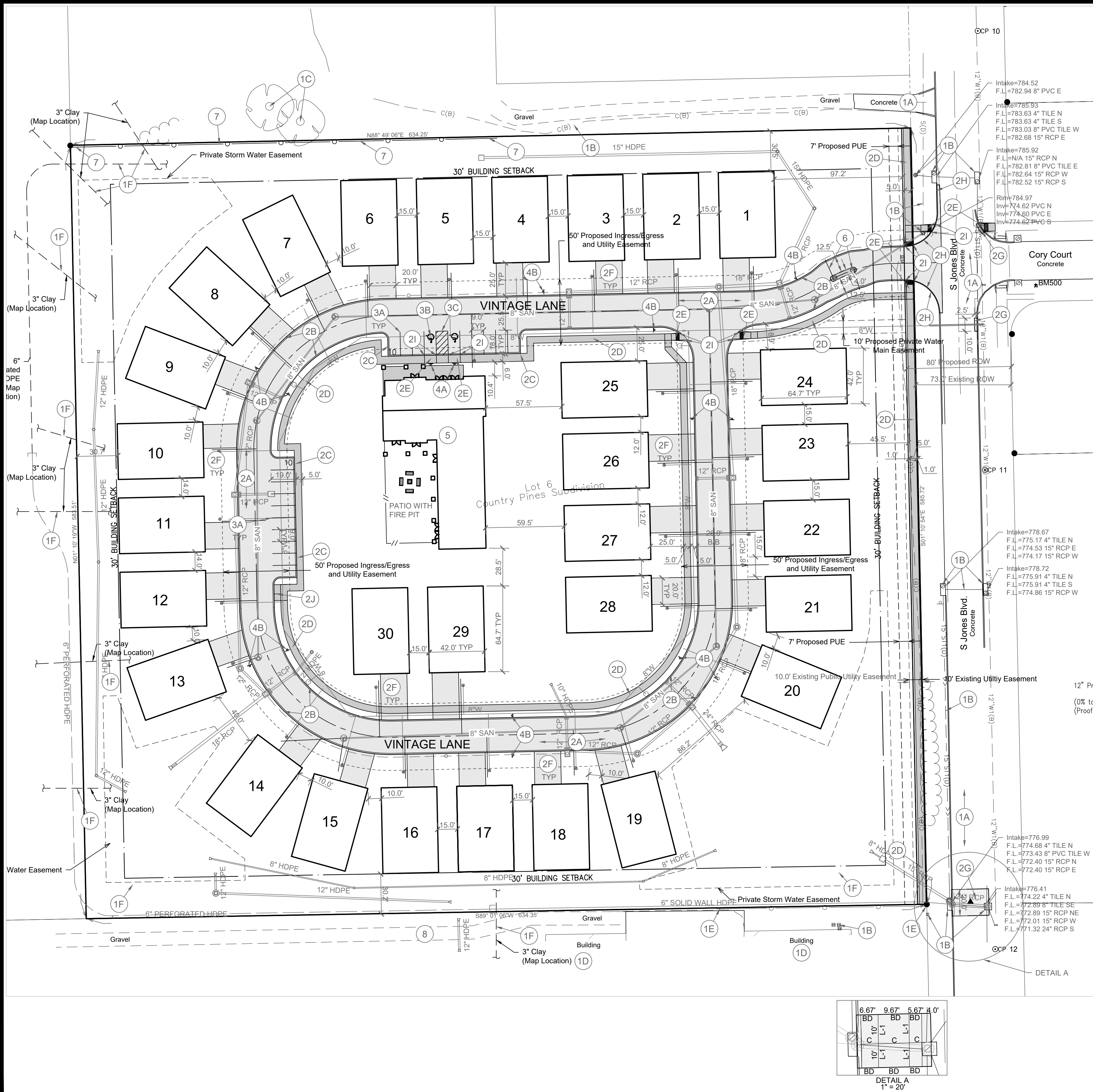
DEMOLITION PLAN

SNYDER & ASSOCIATES, INC. |

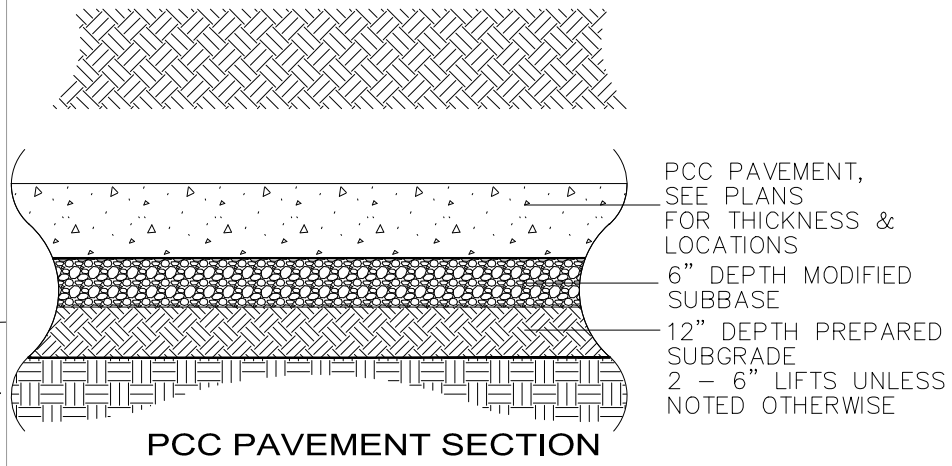
NORTH LIBERTY, IOWA

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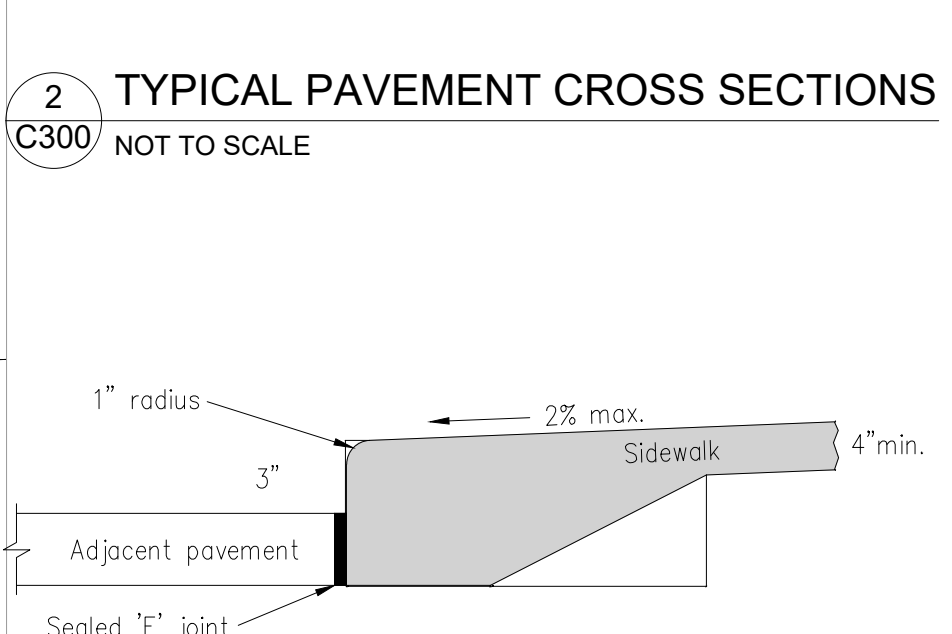




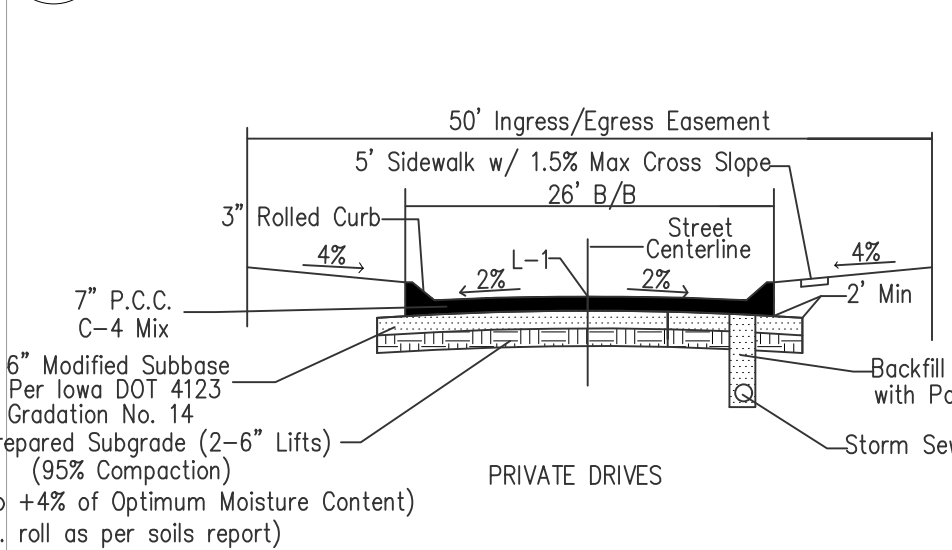
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2
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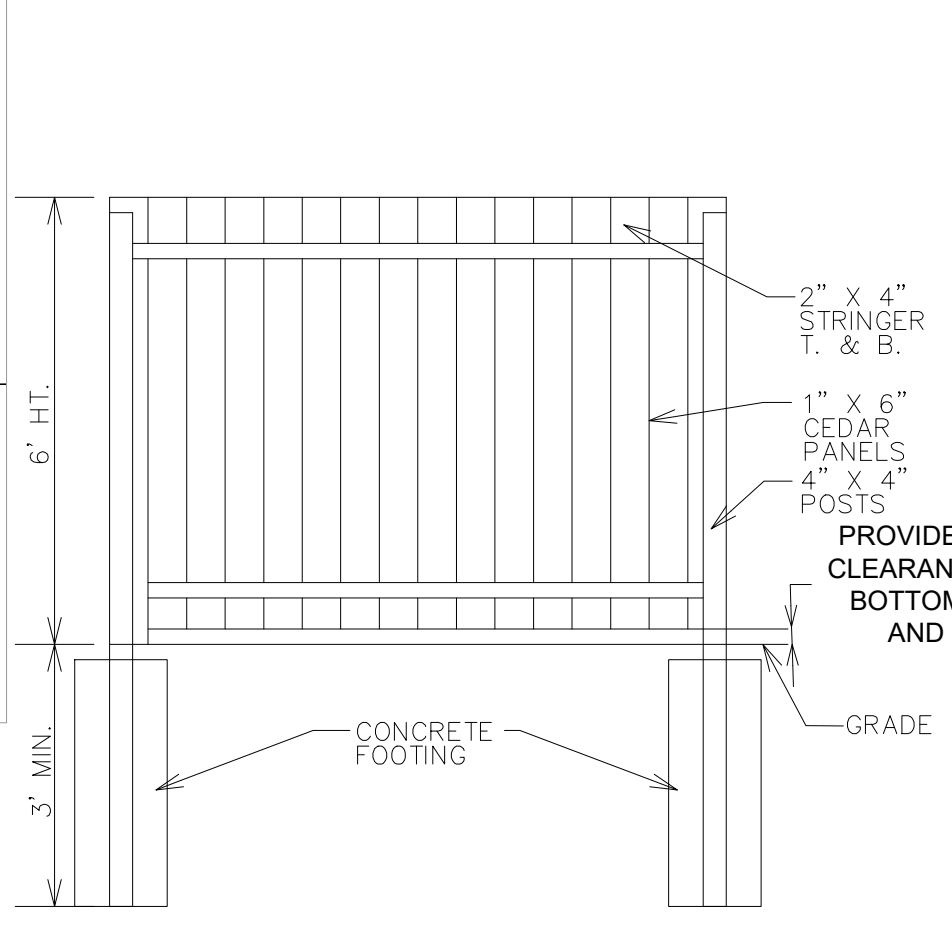


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NOT TO SCALE



NOTE:
A GEOTECHNICAL ENGINEER HIRED BY DEVELOPER SHALL INSPECT THE SUBGRADE PRIOR TO CONCRETE PLACEMENT TO VERIFY SUBGRADE COMPACTION, MOISTURE CONTENT, AND DEPTH.

4
C300
NOT TO SCALE



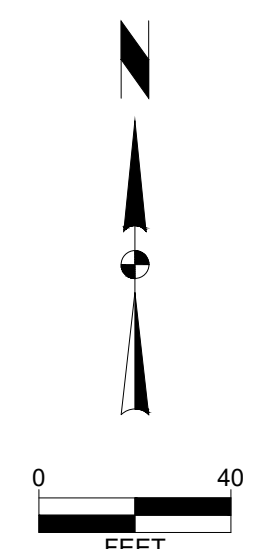
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NOT TO SCALE

DIMENSION PLAN CONSTRUCTION NOTES

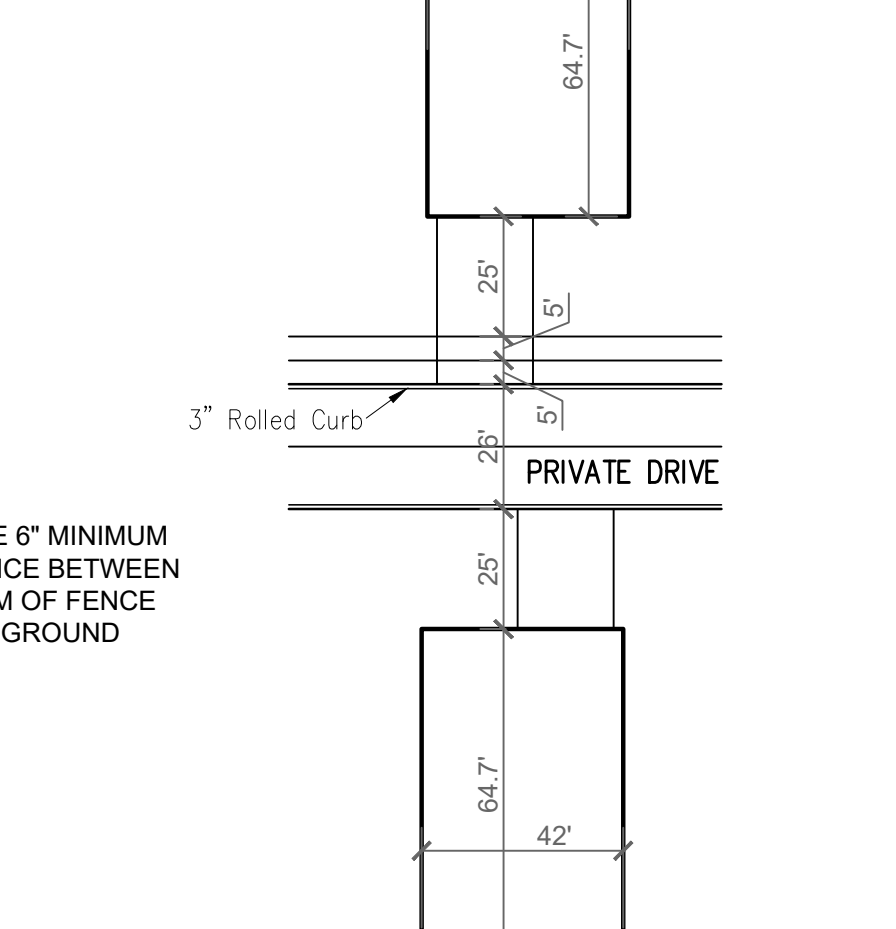
- EXISTING FEATURES, PROTECT THE FOLLOWING:
 - EXISTING PAVEMENTS TO REMAIN.
 - EXISTING UTILITIES. ANY DAMAGES TO EXISTING UTILITIES THAT ARE NOT SCHEDULED FOR MODIFICATION OR DEMOLITION SHALL BE REMEDIATED AT THE CONTRACTOR'S EXPENSE WITH THE WORK BEING PERFORMED TO THE UTILITY OWNER'S SPECIFICATIONS.
 - EXISTING TREES, NOT SCHEDULED FOR DEMOLITION OR AS NECESSARY FOR CONSTRUCTION.
 - EXISTING BUILDING.
 - EXISTING FENCE.
 - EXISTING FIELD TILE, IF ANY TILE IS IMPACTED BY IMPROVEMENTS NOT SCHEDULED FOR REMOVAL SHALL BE REPLACED WITH A NEW TILE OF SAME SIZE AND MATERIAL.
- PAVEMENTS, PROVIDE THE FOLLOWING:
 - 7" DEPTH PCC PAVEMENT ON 6" DEPTH GRANULAR SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - 3" ROLL CURB.
 - INTEGRAL CURB.
 - PCC SIDEWALKS, 4" DEPTH PAVEMENT, 7" THROUGH DRIVEWAYS.
 - PEDESTRIAN RAMP WITH A MAXIMUM SLOPE OF 8.33% AND DETECTABLE WARNING PANELS WHERE SHOWN.
 - 5" DEPTH PCC DRIVEWAY TO BE BUILT WITH CONSTRUCTION OF HOME.
 - 3" PCC PAVEMENT ON GRANULAR BACKFILL FROM TOP OF PIPE TO BOTTOM OF PAVEMENT OR 6" DEPTH GRANULAR SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY WHERE NO UTILITIES ARE PRESENT.
 - 6" CURB.
 - TAPER TO NO CURB.
 - CLUSTER MAILBOX AND PAD AS PER USPS STANDARDS.
- PAVEMENT MARKINGS, PROVIDE THE FOLLOWING:
 - PAINTED PARKING STALL LINES.
 - PAINTED STATE OF IOWA APPROVED ACCESSIBLE PARKING SYMBOL.
 - ACCESSIBLE AISLE, 45" STRIPING AT 3' ON CENTER WHERE SHOWN.
- SIGNAGE, PROVIDE THE FOLLOWING:
 - PROVIDE VAN ACCESSIBLE PARKING SIGNAGE AS PER ADAAG REQUIREMENTS.
 - NO PARKING SIGN.
- SEE ARCHITECTURAL PLANS FOR DETAILED PATIO AND CLUBHOUSE DESIGN INFORMATION AND ELEVATIONS.
- ENTRANCE GATE WITH KEY PAD TO BE SELECTED BY OWNER.
- 6' HEIGHT CEDAR FENCE. SEE DETAIL.
- RESTORE EXISTING HAUL ROAD AS DIRECTED BY NEIGHBORING PROPERTY OWNER

LEGEND

- 4" PCC SIDEWALK
- 7" PCC PAVEMENT



6
C300
NOT TO SCALE



6
C300
NOT TO SCALE

VINTAGE ESTATES

DIMENSION PLAN

SNYDER & ASSOCIATES

NORTH LIBERTY, IOWA

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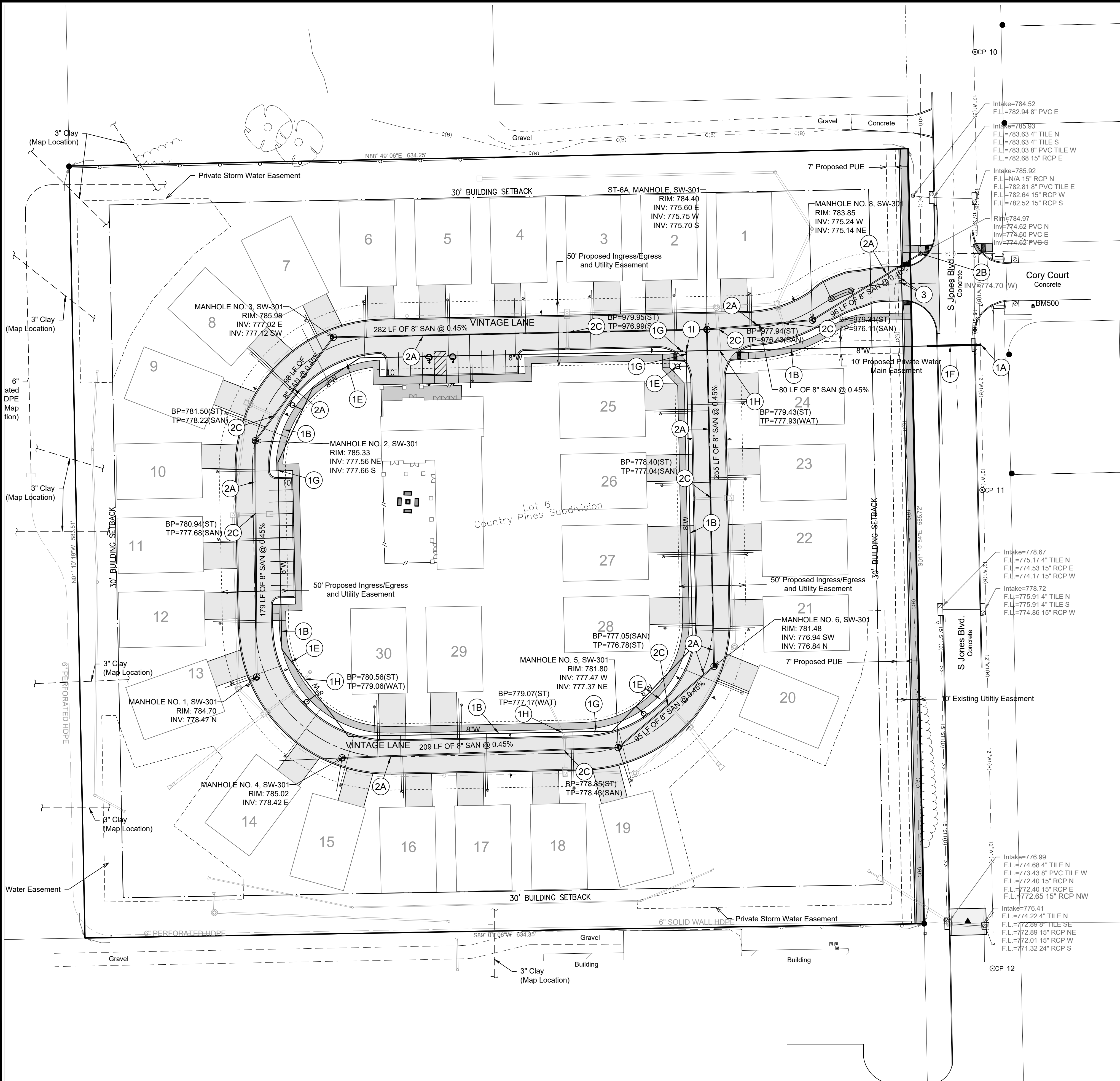
Project No: 119.1037

Sheet C300

BY	DATE	REVISION
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4	06/02/20	LMW
3	05/19/20	RMW
2	05/01/20	RMW

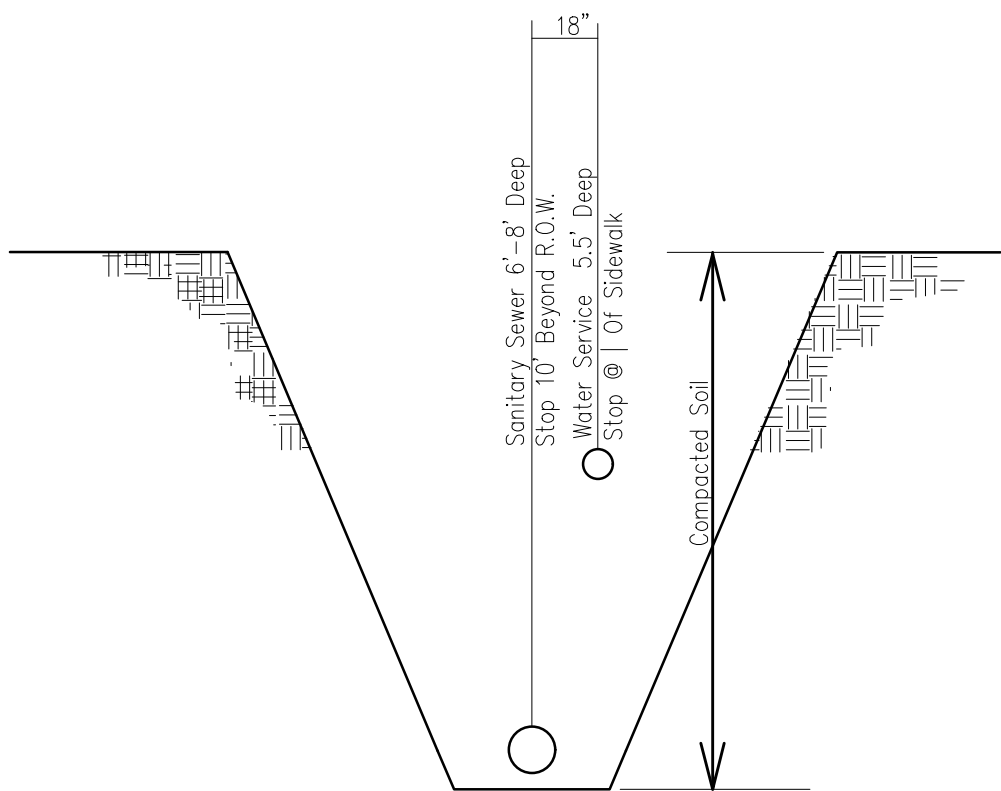
Engineer: LBW
Checked By: JAL
Technician: RMW
Date: 3-27-2020
Scale: 1" = 40'
T-R-S: TTN-RRW-SS

Sheet C300



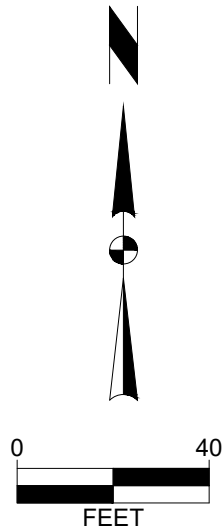
UTILITY PLAN CONSTRUCTION NOTES

- 1. PRIVATE WATER SERVICES, PROVIDE THE FOLLOWING PER NORTH LIBERTY SPECIFICATIONS:
 - A. CONNECT TO EXISTING 12" WATER MAIN WITH 12" X 8" TAPPING SLEEVE AND VALVE. CONTRACTOR TO VERIFY EXISTING WATER MAIN SIZE PRIOR TO CONSTRUCTION.
 - B. 8" PVC WATER MAIN WITH FITTINGS AND BENDS PER CITY OF NORTH LIBERTY STANDARDS AND SPECIFICATIONS.
 - C. 1" WATER SERVICE WITH CURB STOP.
 - D. CONNECT TO PROPOSED BUILDING SERVICE. COORDINATE WITH PLUMBING PLANS FOR EXACT SIZE, LOCATION AND ELEVATION.
 - E. HYDRANT ASSEMBLY. PROVIDE AND INSTALL AS PER CITY OF NORTH LIBERTY STANDARDS AND SPECIFICATIONS.
 - F. DIRECTIONAL DRILL WATER MAIN UNDER EXISTING PAVEMENT TO LIMITS SHOWN.
 - G. 8" VALVE.
 - H. CRITICAL CROSSING. CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN 18" VERTICAL CLEARANCE BETWEEN UTILITIES. IN LOCATIONS WHERE WATERMAIN IS TO BE PLACED BELOW STORM SEWER, STORM SEWER IS TO BE GASKETED JOINTS WITHIN 10' OF WATERMAIN CROSSING.
 - I. 8"X8" TEE.
- 2. PRIVATE SANITARY SEWER SERVICES; PROVIDE THE FOLLOWING AS PER CITY OF NORTH LIBERTY STANDARDS AND SPECIFICATIONS:
 - A. 8" SANITARY SEWER MAIN.
 - B. CORE DRILL AND CONNECT TO EXISTING SANITARY SEWER MANHOLE AS PER SUDAS SECTION 6010, SUBSECTION 3.05. REBUILD INVERTS AS NECESSARY.
 - C. CRITICAL CROSSING.
- 3. RELOCATE EXISTING COMMUNICATION PEDESTAL OUTSIDE OF PROPOSED PAVEMENT AND ADJUST TO GRADE AS NECESSARY.



PAINT CURB RED FOR SANITARY SERVICE AND BLUE FOR WATER SERVICE
PLACE ONE 6 FT. STEEL POST BURIED AT THE END OF ALL SERVICES
PLACE ONE 8 FT. 2X4 AT THE END OF THE SANITARY SEWER SERVICE

SERVICE LOCATION DETAIL



VINTAGE ESTATES

UTILITY PLAN

Project No: 119.1037

Sheet C400

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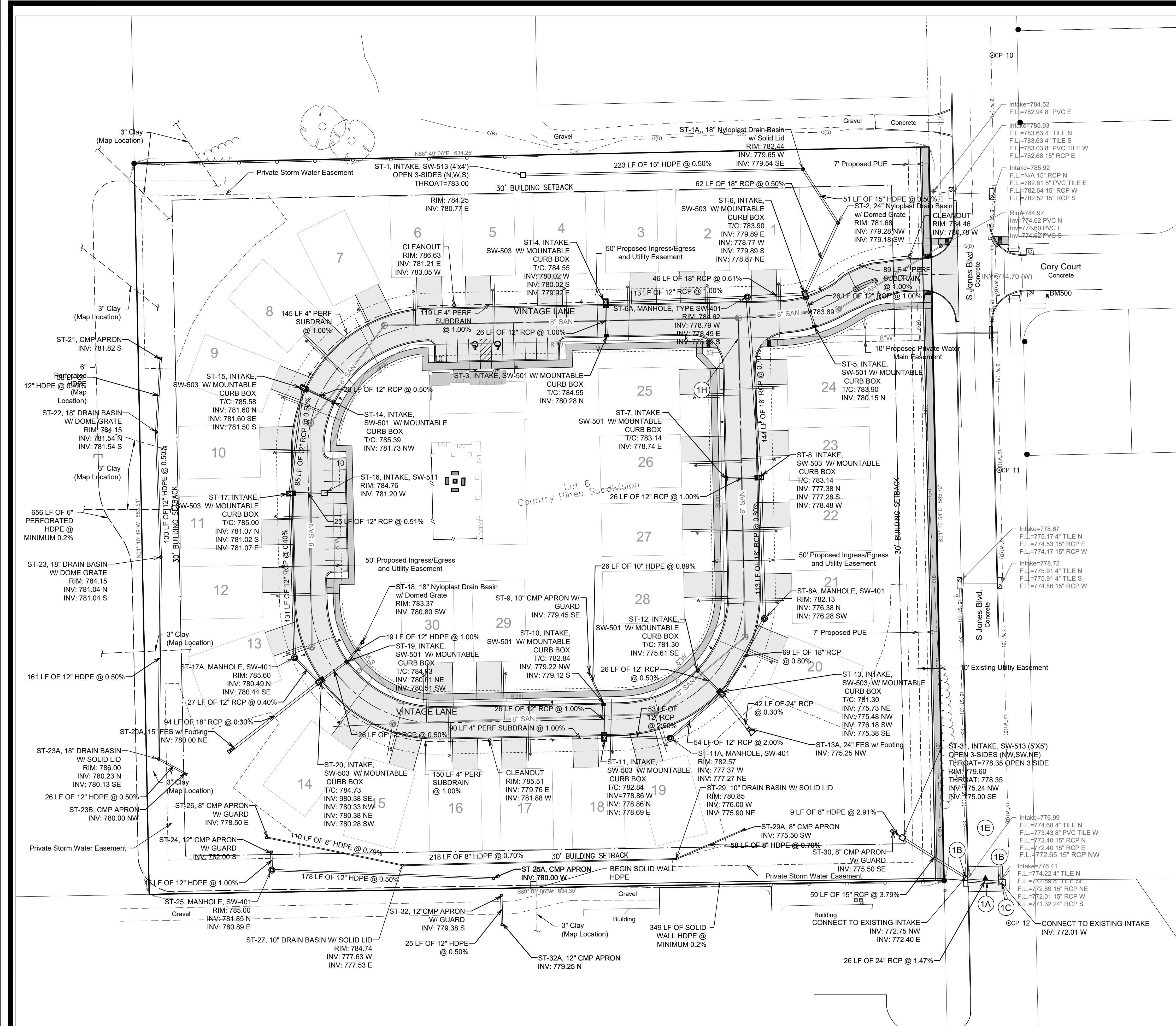
SNYDER & ASSOCIATES, INC. |

06/15/20	LMW	AS PER CITY COMMENTS	5
06/02/20	LMW	AS PER CITY COMMENTS	4
05/15/20	RMW	AS PER CITY COMMENTS	3
05/01/20	RMW	AS PER CITY COMMENTS	2

MARK	REVISION	DATE	BY
Engineer: LBW	Checked By: JAL	Scale: 1" = 40'	
Technician: RMW	Date: 3-27-2020	T-R-S: TTN-RRW-SS	

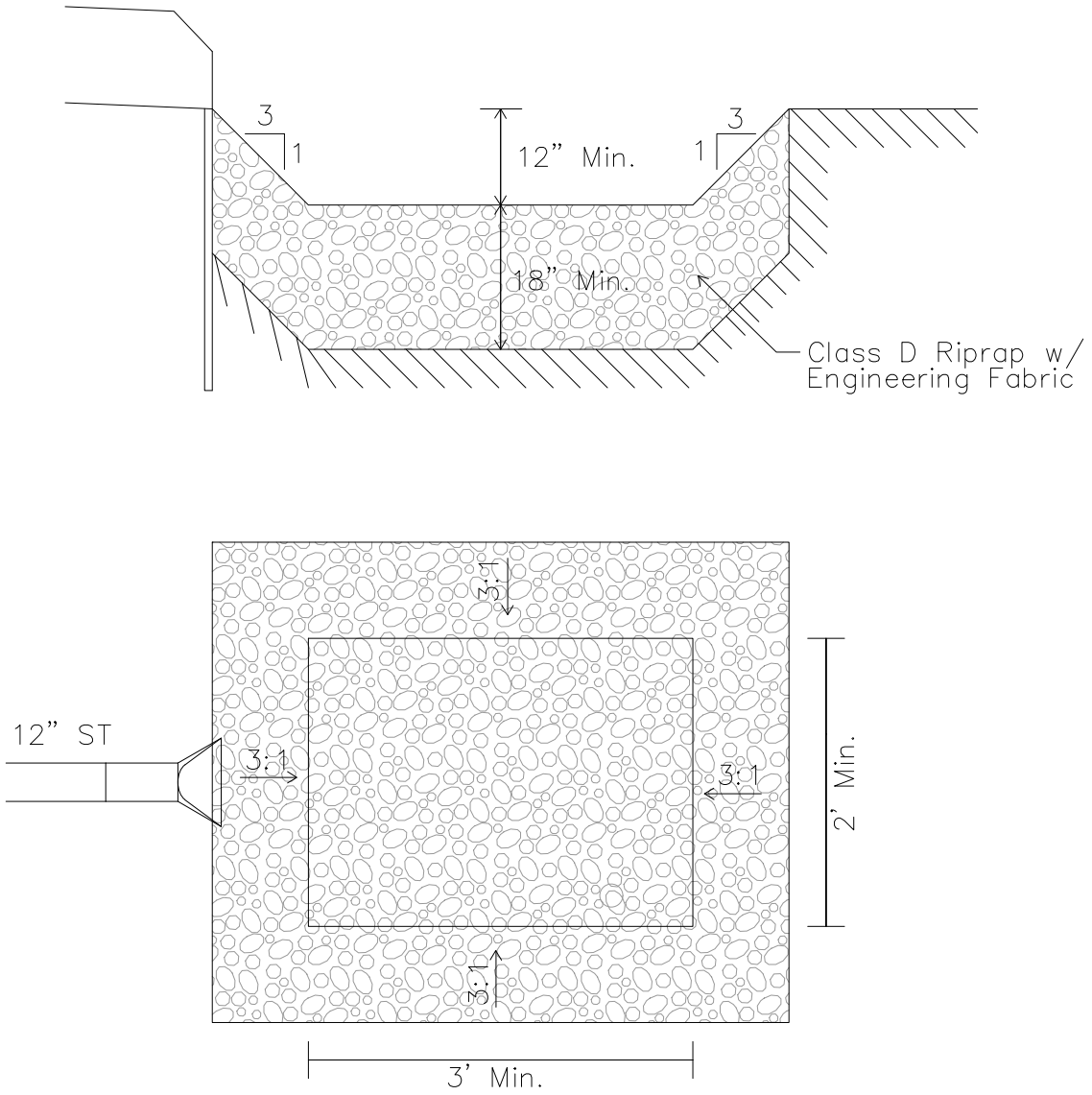
Project No: 119.1037

Sheet C400

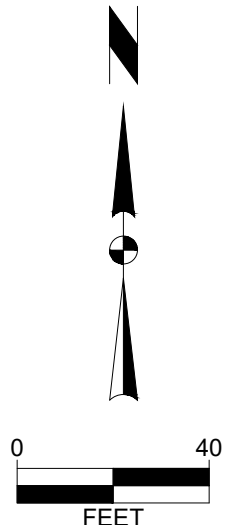


STORM SEWER PLAN CONSTRUCTION NOTES

- 1. STORM SEWER IMPROVEMENTS: PROVIDE THE FOLLOWING AS PER CITY OF NORTH LIBERTY STANDARDS AND SPECIFICATIONS:
 - A. REMOVE EXISTING 15" PIPE AND REPLACE WITH NEW PROPOSED 24" RCP.
 - B. CUT HOLE IN EXISTING STRUCTURE TO ALLOW FOR NEW LARGER PIPE TO BE INSTALLED. PLACE CONCRETE COLLAR AT ALL NEW PIPE CONNECTIONS.COORDINATE CONSTRUCTION OF NEW PIPE WITH CITY OF NORTH LIBERTY PRIOR TO CONSTRUCTION.
 - C. REPOUR INVERTS AS NEED TO ALLOW FOR POSITIVE DRAINAGE.
 - D. COORDINATE ALL STORM SEWER IMPROVEMENTS IN JONES BLVD WITH CITY INSPECTOR PRIOR TO CONSTRUCTION.
 - E. COORDINATE TRAFFIC CONTROL WITH CITY OF NORTH LIBERTY PRIOR TO CONSTRUCTION.
 - F. ALL FIELD TILE THAT IS TIED INTO THE 6" LINE THAT IS BEING REPLACED SHALL BE TIED INTO THE NEW PROPOSED TILE LINE.
 - G. USE DIAPER JOINTS WITH FILTER FABRIC ON ALL STORM SEWERS.



STILLING BASIN DETAIL



VINTAGE ESTATES

STORM SEWER PLAN

SNYDER & ASSOCIATES

NORTH LIBERTY, IOWA

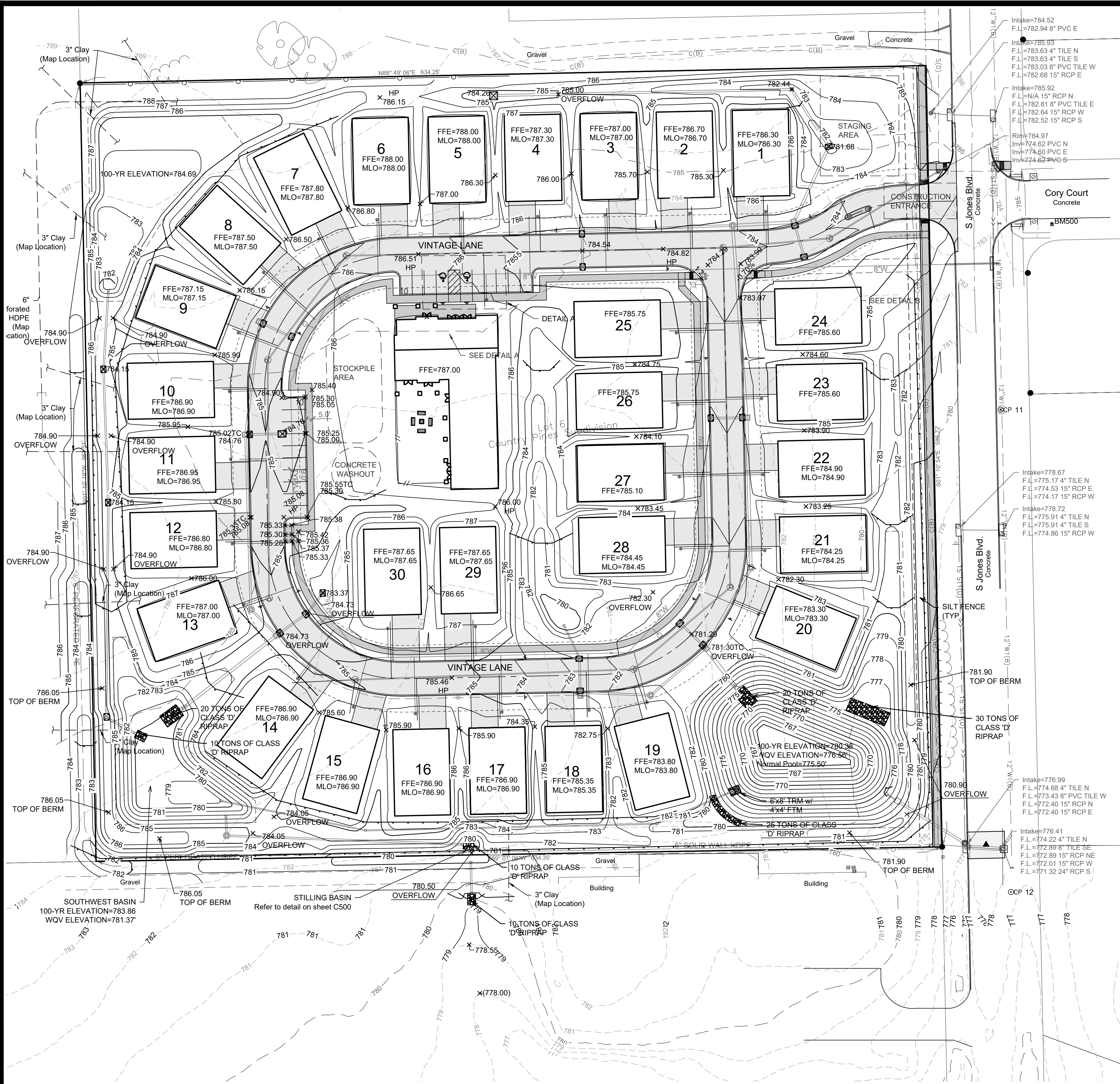
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Project No: 119, 1037

Sheet C500

MARK	DATE	BY	REVISION	Checked By	Date
5	06/15/20	LMW	AS PER CITY COMMENTS	JAL	3-27-2020
4	06/02/20	LMW	AS PER CITY COMMENTS		
3	05/19/20	RMW	AS PER CITY COMMENTS		
2	05/01/20	RMW	AS PER CITY COMMENTS		

Engineer: LBW
Technician: RMW
Scale: 1" = 40'
T-R-S: TTN-RRW-SS



GRADING NOTES

- 1. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES.
- 2. ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. PLACE TOPSOIL OVER ALL AREAS DISTURBED.
- 3. ALL DRAINAGE SWALES AND SLOPES 5 TO 1 OR GREATER TO BE SEEDED USING COMMERCIALY AVAILABLE EROSION CONTROL SEED. MIXTURE APPLIED AT RATE RECOMMENDED BY SUPPLIER.
- 4. EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.
- 5. PROVIDE BELOW GRADE INLET PROTECTION IN PAVED AREAS FOLLOWING PAVING OPERATIONS.
- 6. POST CONSTRUCTION VOLUME OF THE DETENTION BASINS WILL NEED TO BE VERIFIED AND PRVIDED TO THE CITY BEFORE FINAL CERTIFICATE OF OCCUPANCY (CO) CAN BE ISSUED.
- 7. ALL TEMPORARY SEEDING SHOULD INCLUDE MULCH.
- 8. ALL CLASS D RIPRAP TO HAVE 6" MACADAM STONE TOPDRESSING.
- 9. INDIVIDUAL GRADING PLANS FOR EACH HOME SHALL BE SUBMITTED AT TIME OF BUILDING PERMIT.

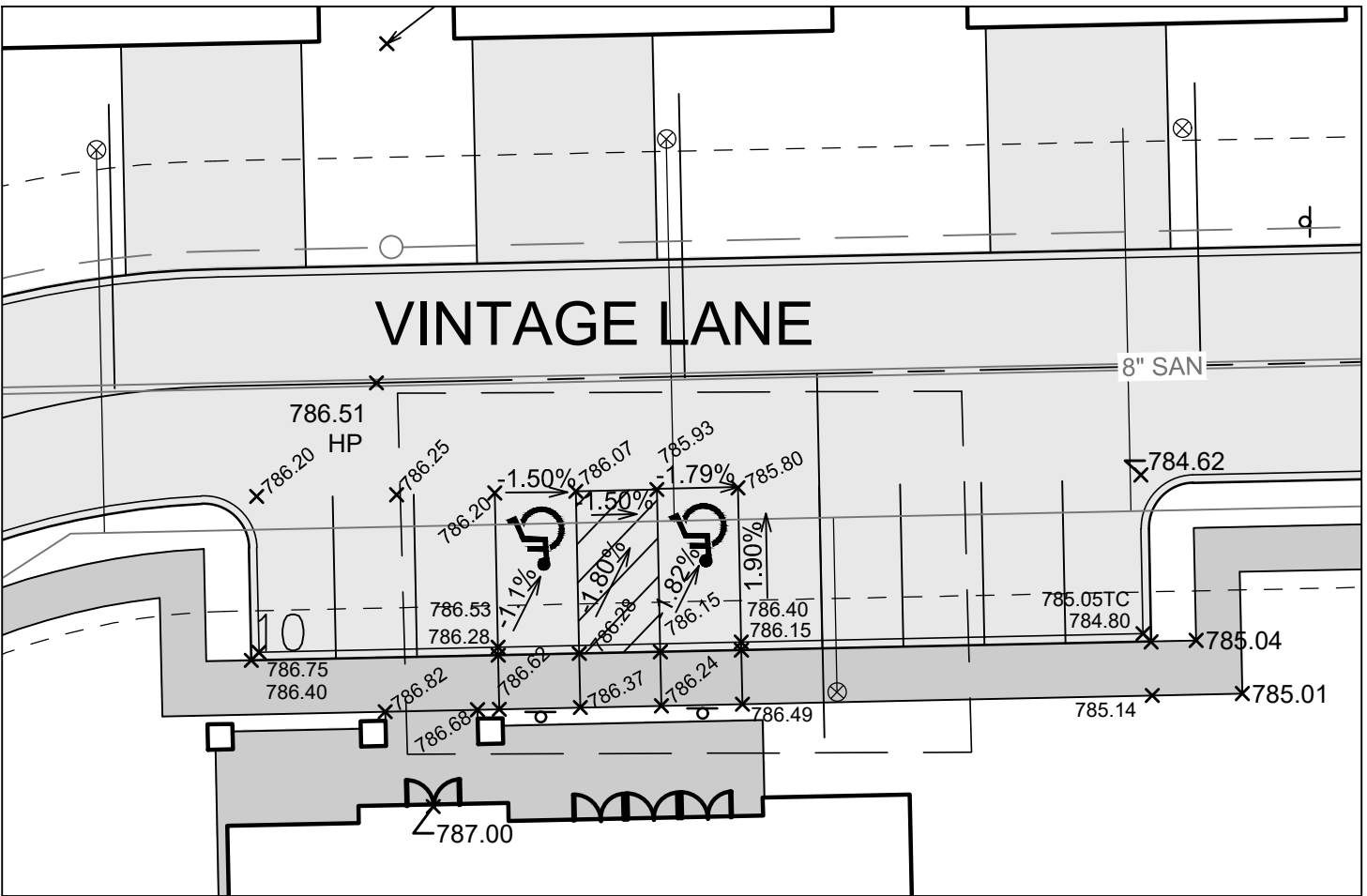
QUANTITIES

SILT FENCE
BELOW GRADE INLET PROTECTION
CLASS 'D' RIPRAP
TRM

2190 LF
19 EA
125 TON
48 SF

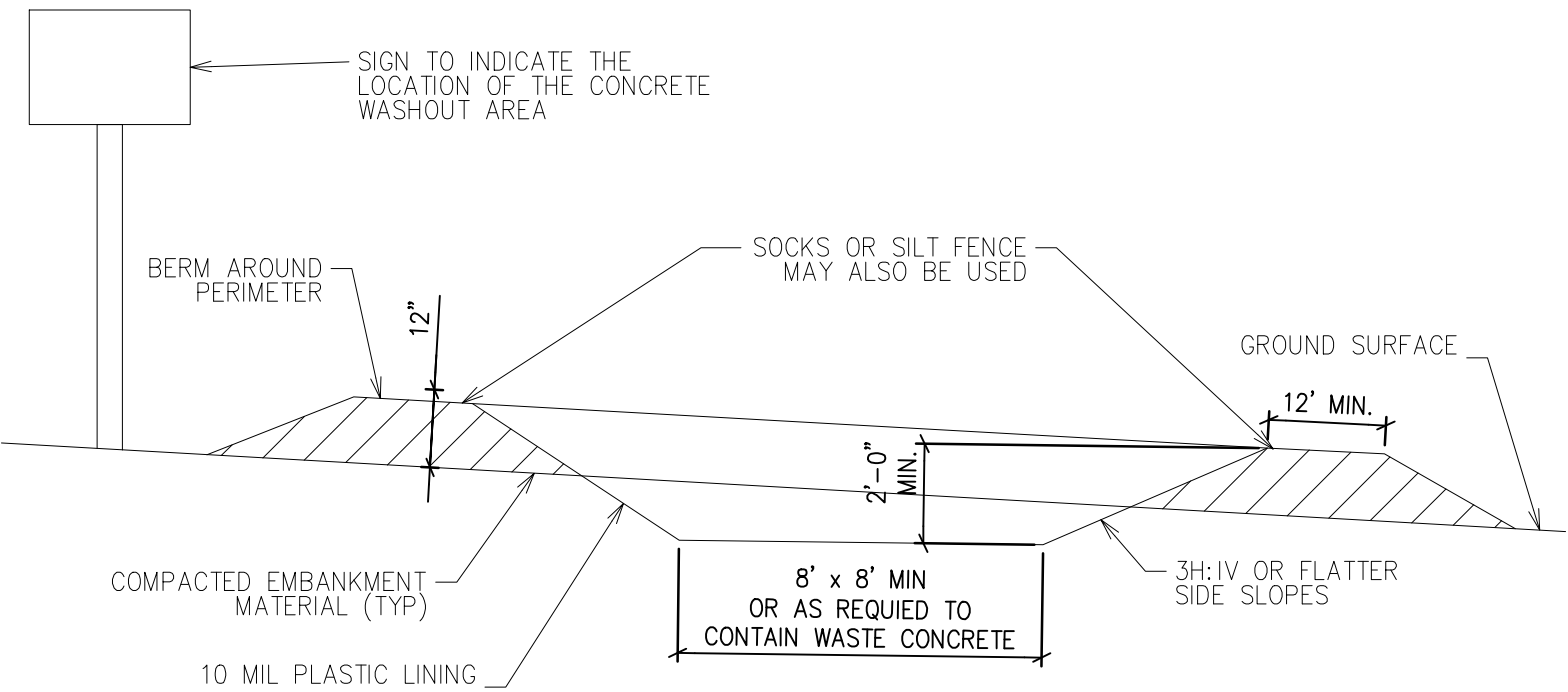
NOTE

FFE: FINISH FLOOR ELEVATION
MLO: MINIMUM LOW OPENING



DETAIL A

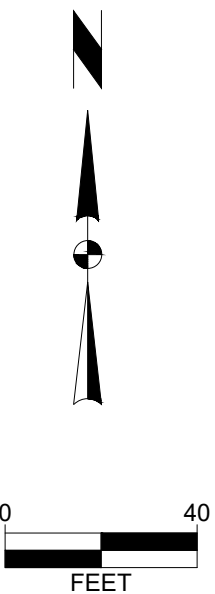
1"=20'



NOTES

- 1. CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
- 2. A SIGN SHALL BE PLACED AT THE WASHOUT AREA TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE AND PUMP RIGS.
- 3. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
- 4. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN ACCEPTED WASTE SITE.
- 5. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, THE DISTURBED AREA SHALL BE SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER ACCEPTED BY THE CITY.
- 6. A SILT FENCE OR OTHER DEVICE MAY BE USED IN PLACE OF DIRT BERM..

1 CONCRETE WASHOUT AREA DETAIL
C600 NO SCALE



VINTAGE ESTATES

GRADING AND EROSION CONTROL PLAN

NORTH LIBERTY, IOWA

SNYDER & ASSOCIATES, INC. |



Project No: 119.1037

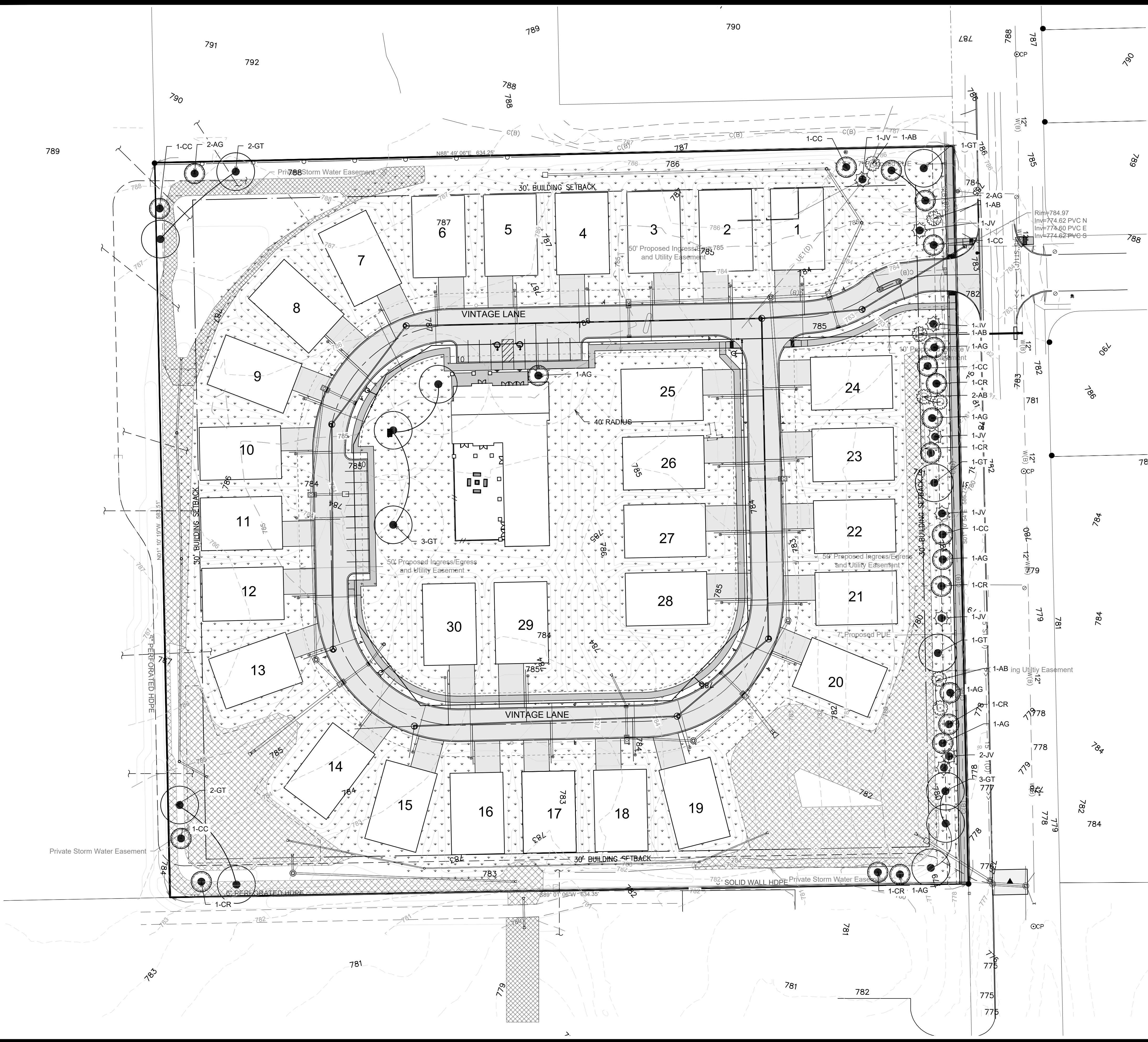
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4	06/02/20	LMW	AS PER CITY COMMENTS				
3	05/16/20	RMW	AS PER CITY COMMENTS				
2	05/07/20	RMW	AS PER CITY COMMENTS				

Sheet C600

Project No: 119.1037

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LEGEND	
	DECIDUOUS OVERSTORY TREES
	DECIDUOUS ORNAMENTAL TREES
	EVERGREEN OVERSTORY TREES
	SOD
	SEED
	EROSION CONTROL MATTING

PLANTING PLAN GENERAL NOTES

- A. UTILITY WARNING:
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.
- C. ALL PLANT MATERIAL SHALL AT LEAST MEET AND BE INSTALLED PER MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI Z60.1-LATEST EDITION).
- D. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
- E. PROVIDE A MIN 3-FOOT PERIMETER RING OF SHREDDED HARDWOOD MULCH, 3" DEPTH MAXIMUM AROUND ALL TREES. PROVIDE VERTICAL CUT NATURAL EDGE TO A DEPTH OF 4-INCHES.
- F. SEED ALL AREAS DISTURBED BY CONSTRUCTION WITH TYPE 1 SUDAS PERMANENT LAWN SEED MIX, UNLESS NOTED OTHERWISE. MULCH IS REQUIRED IN ALL SEEDED AREAS.
- G. PROVIDE TYPE 2 (PERMANENT COOL SEASON MIXTURE FOR SLOPES AND DITCHES) SUDAS SEED MIXTURE ON ALL 3:1 OR GREATER SLOPES.
- H. PROVIDE SUDAS WETLAND SEEDING MIXTURE WITHIN DETENTION BASIN AREAS. SEE STORMWATER EASEMENTS FOR LIMITS.
- I. PROVIDE TYPE 5 (RURAL TEMPORARY EROSION CONTROL) SUDAS SEED MIXTURE FOR ALL DISTURBED AREAS ON NEIGHBORING PROPERTY OWNER TO THE SOUTH AND WEST.

PLANT SCHEDULE

	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES	AB Abies balsamea	BALSAM FIR	7 HT.	B&B
	AG Amelanchier x grandiflora 'Autumn Brilliance'	AUTUMN BRILLIANCE SERVICEBERRY	1/2" CAL.	B&B
	CC Cersis canadensis	EASTERN REDBUD	1/2" CAL.	B&B
	CC Crataegus mollis	DOWNY HAWTHORN	1/2" CAL.	B&B
	GT Gleditsia triacanthos v. inermis 'Shademaster'	SHADEMASTER HONEYLOCUST	1/2" CAL.	B&B
	JV Juniperus virginiana	EASTERN REDCEDAR	7 HT.	B&B

NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY PLANT MATERIAL PRIOR TO BIDDING. IN THE CASE OF A DISCREPANCY, THE PLAN QUANTITY SHALL GOVERN.

VINTAGE ESTATES

PLANTING PLAN

SNYDER & ASSOCIATES

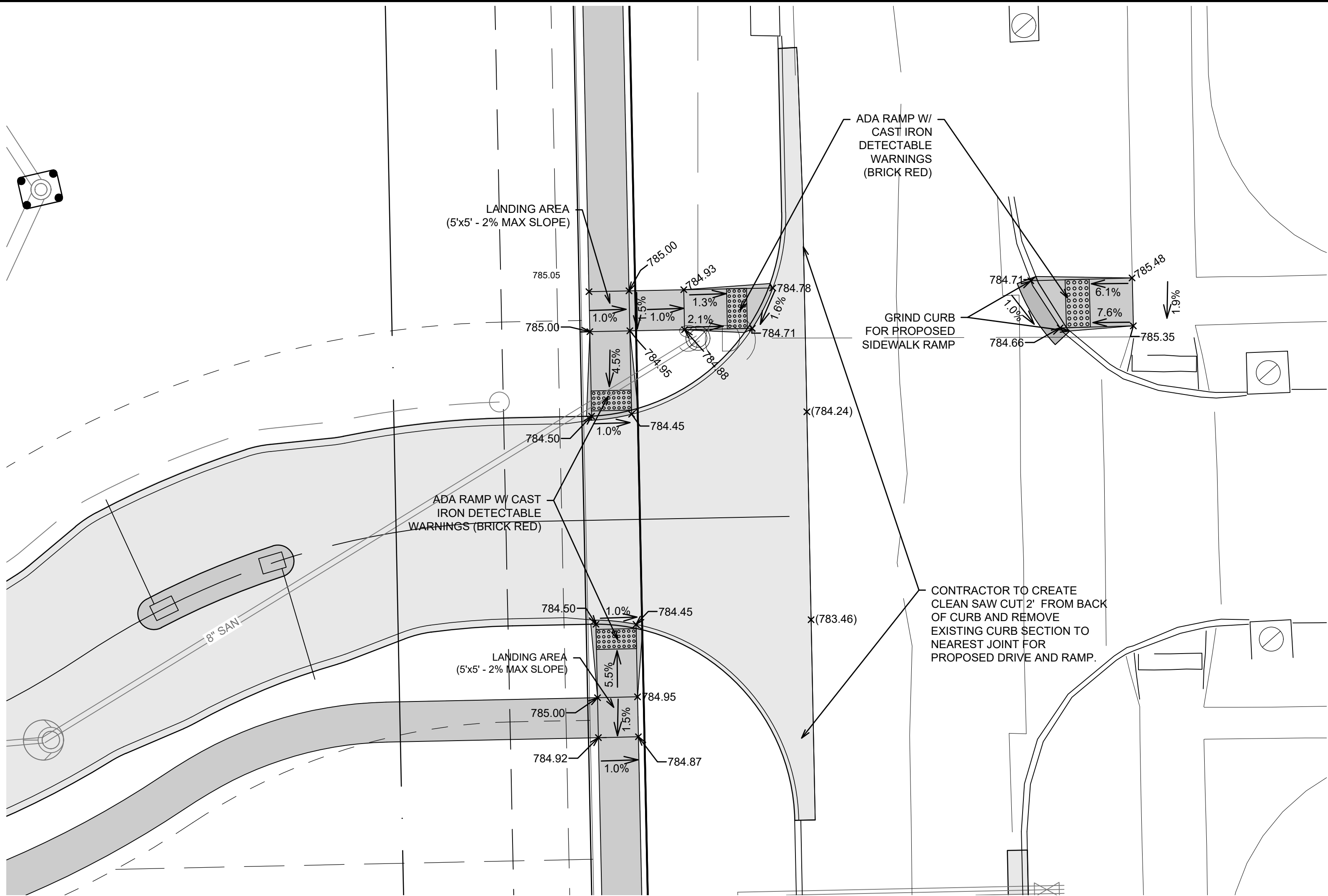
NORTH LIBERTY, IOWA

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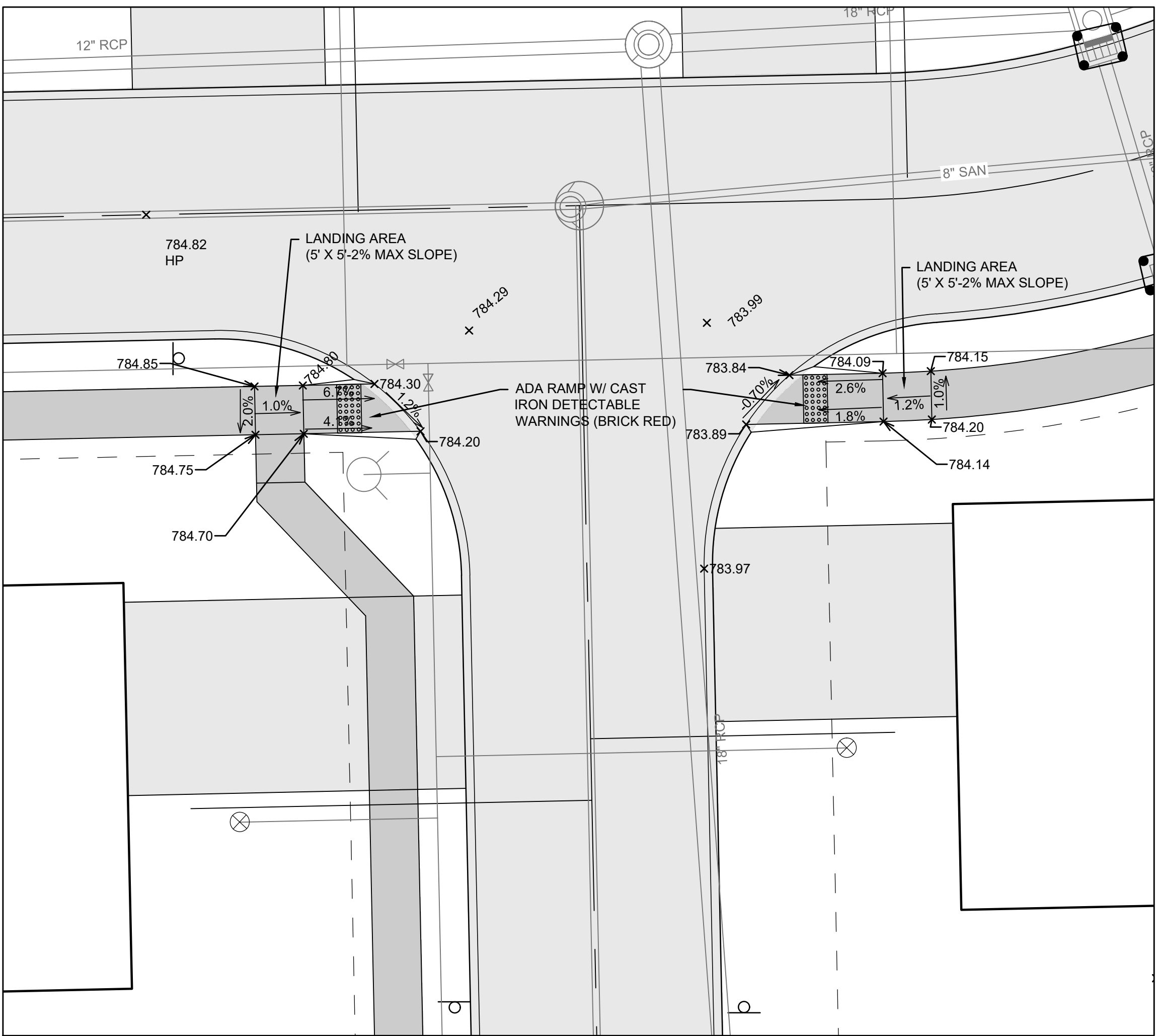
Project No: 119.1037

Sheet C700

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AS PER CITY COMMENTS	05/15/20	LMW
AS PER CITY COMMENTS	05/01/20	RMM
AS PER CITY COMMENTS	04/27/20	RMM
REVISION	DATE	BY
Engineer: LMW	Checked By: JAL	Scale: 1" = 40'
Technician: RMM	Date: 2/28/2020	T-R-S: TTN-RRW-SS
Project No: 119.1037		Sheet C700



DETAIL B
1" = 10'



DETAIL C
1" = 10'

VINTAGE ESTATES

INTERSECTION DETAILS

NORTH LIBERTY, IOWA

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Project No: 119.1037

Sheet C800

MARK	REVISION	DATE	BY
4	AS PER CITY COMMENTS	06/15/20	LMW
3	AS PER CITY COMMENTS	06/02/20	LMW
2	AS PER CITY COMMENTS	05/16/20	RMM
1	AS PER CITY COMMENTS	05/07/20	RMM

Engineer: LBW	Checked By: JAL	Scale: 1" = SCALE
Technician: RMM	Date: 3-27-2020	T-R-S: TTN-RRW-SS

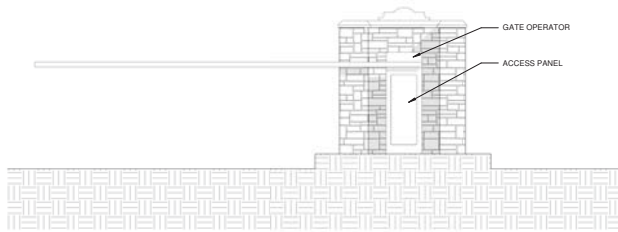
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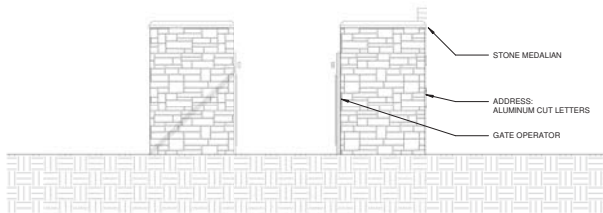
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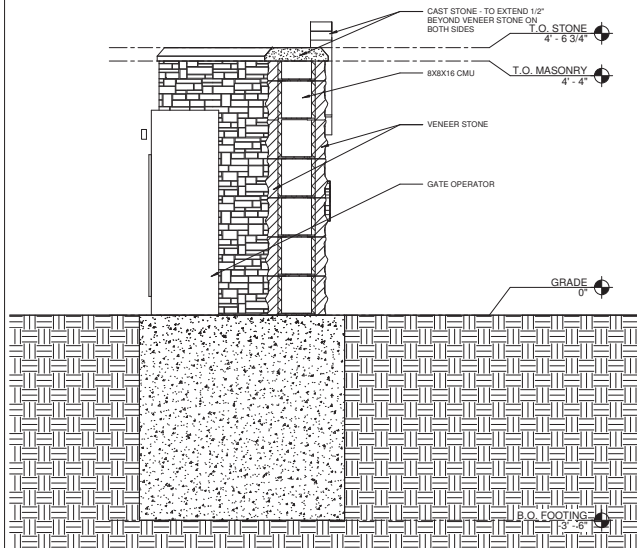
JONES BLVD.



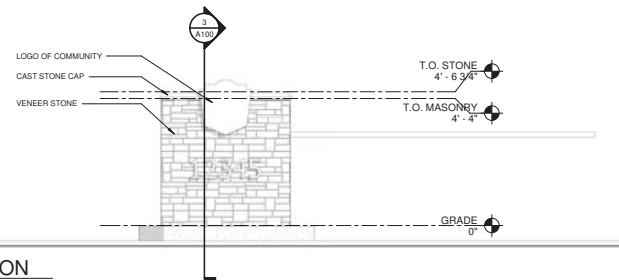
1 BACK ELEVATION
SCALE: 1/2" = 1'-0"



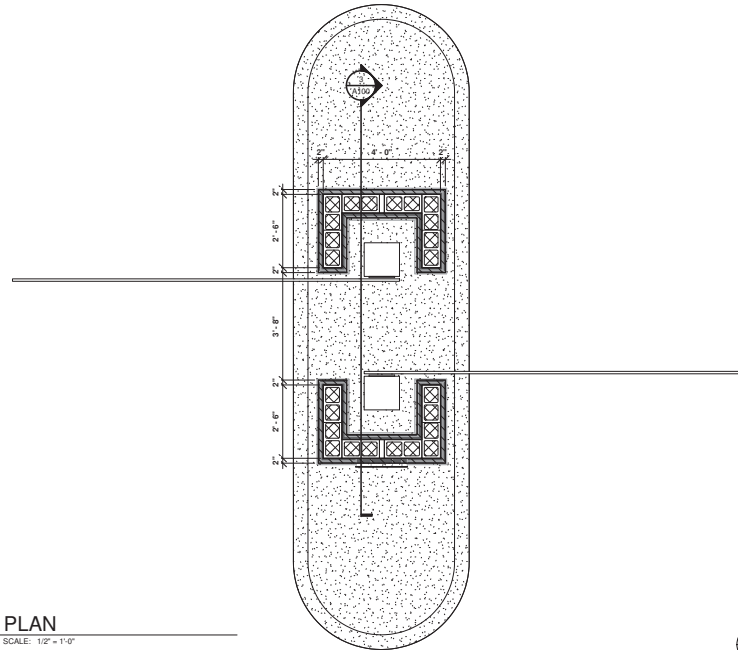
2 LEFT ELEVATION
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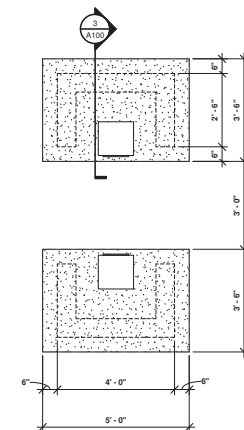
3 SECTION
SCALE: 1" = 1'-0"



4 FRONT ELEVATION
SCALE: 1/2" = 1'-0"



5 PLAN
SCALE: 1/2" = 1'-0"



6 FOUNDATION PLAN
SCALE: 1/2" = 1'-0"

FOR CONSTRUCTION

19-137

imprint
ARCHITECTS
leave your mark

DETAILS

PROJECT:
ENTRANCE GATE
PELLA COOP

DATE:	03/12/2020
DESIGN:	
DATE:	
REVISION:	
DATE:	

A100



HIGH-TRAFFIC DC BARRIER GATE OPERATOR

Reliable barrier operator for heavy-traffic applications.



BATTERY BACKUP
up to 900 Cycles

EXTENDED BARRIER ARM LENGTH
up to 17 ft. Long

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.

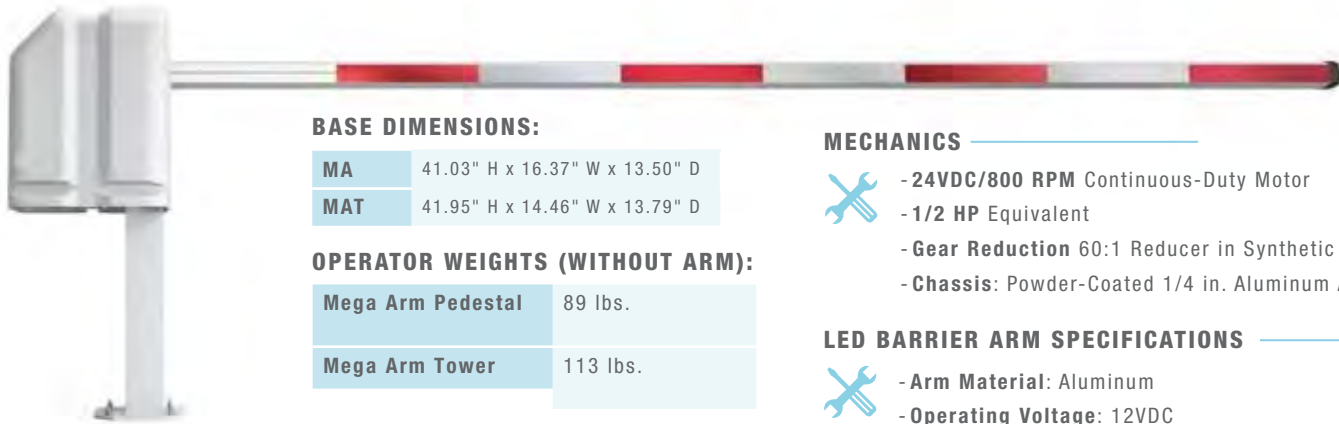


PRODUCT GUIDE

HIGH-TRAFFIC DC BARRIER GATE OPERATOR

MASTERFUL ENGINEERING.

BARRIER GATE OP



BASE DIMENSIONS:

MA	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

2.5
Seconds
to Open

SPEED

2.5
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.

ALUMINUM

- 10' Articulating—Red/White Stripe Articulating Arm (10-ft. Arm Length)
- 12' 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)

PVC

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

*Requires Counterweight MALEDCW
**Requires Counterweight MA117

FEATURES.

STANDARD

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

OPTIONAL

SLIP CLUTCH

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

RIGHT- OR LEFT-HANDED OPERATION

- Provides Flexibility to Fit your Application and Ease of Installation

850LM RADIO RECEIVER

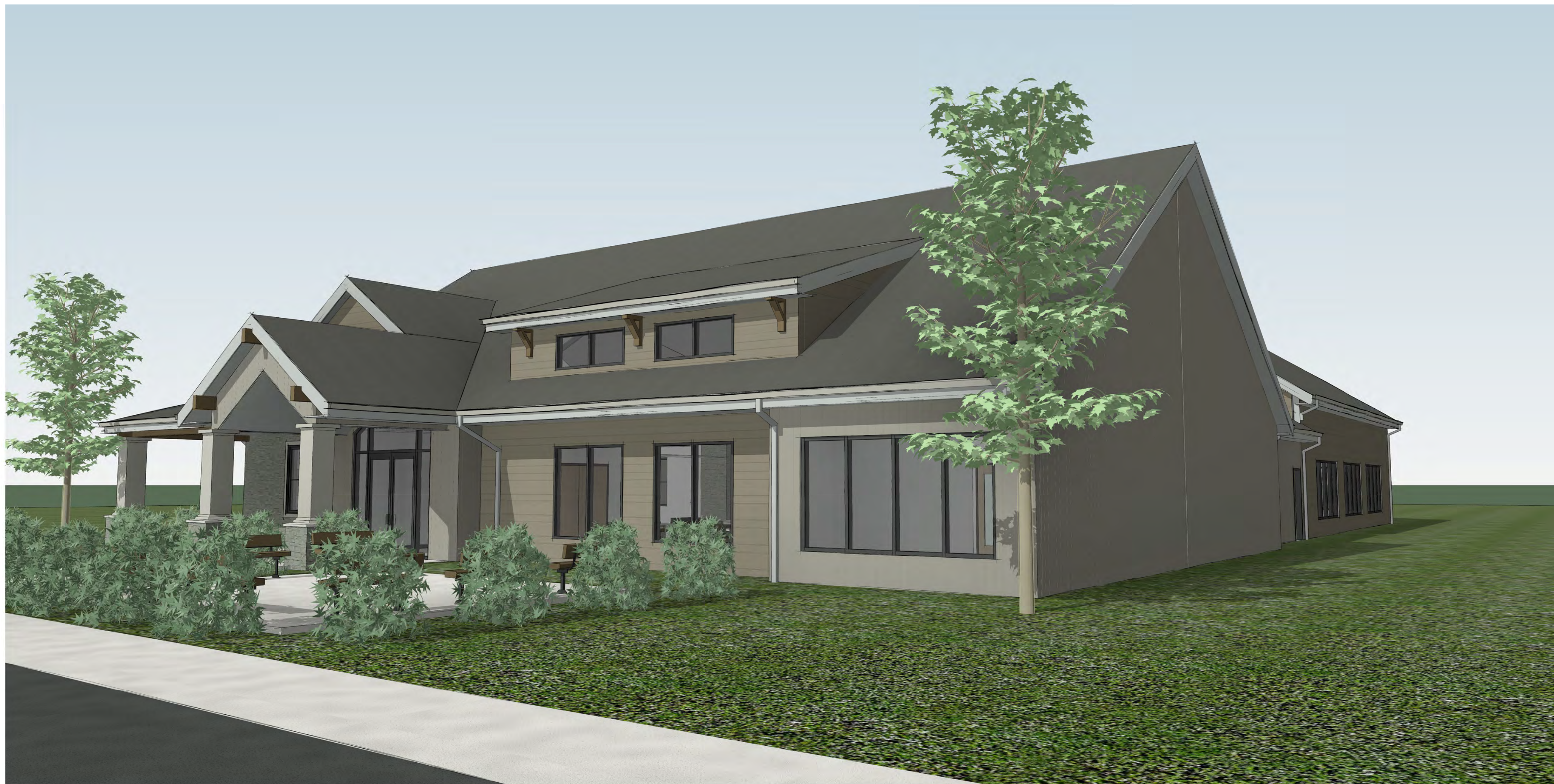
- Universal Receiver for Commercial Applications
- Virtually Eliminates Interference and Improves Range to Access Your Home or Facility

HEATER

- Maintains a Suitable Temperature Inside

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





1 FRONT RIGHT



2 FRONT LEFT



3 FRONT

PROJECT: PELLA COOP CLUBHOUSE

[illegible]

EXTERIOR VIEWS

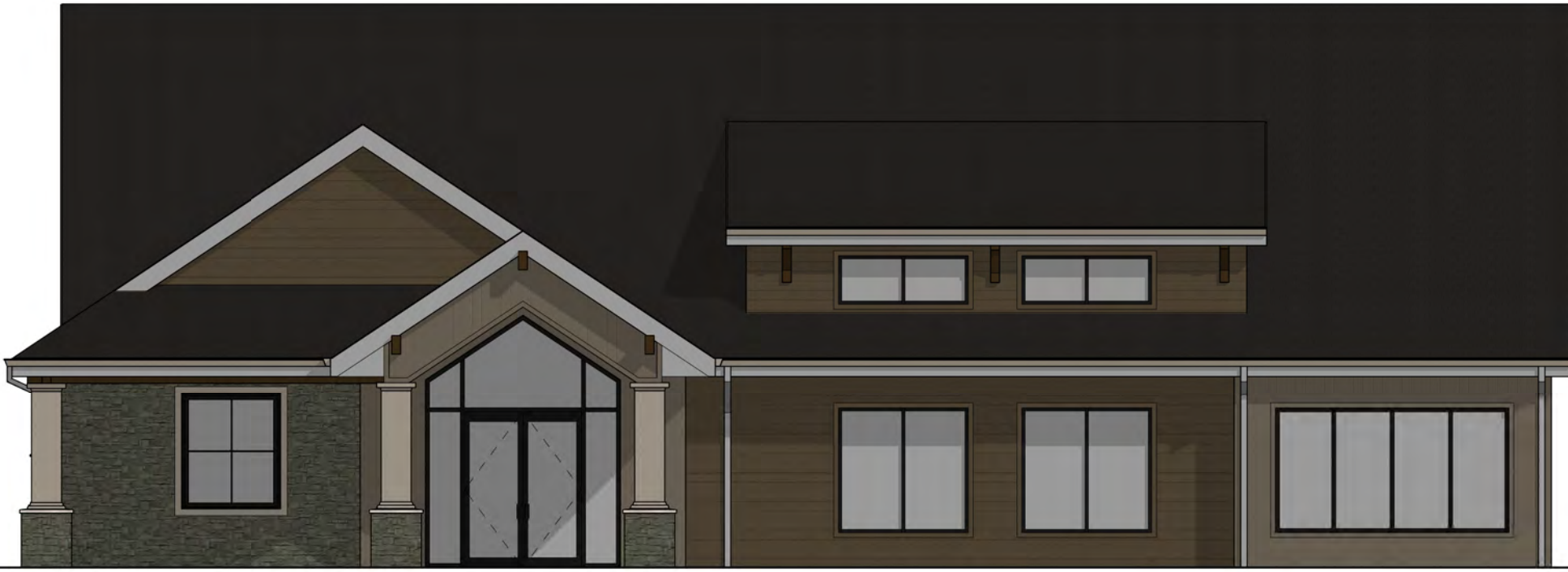
A901



1605 N. ANKENY BLVD #13
ANKENY, IOWA 50023
PHONE: (515) 965-5336
FAX: (515) 965-5335
info@imprintarchitects.com

PRELIMINARY - NOT FOR CONSTRUCTION

- ELEVATION GENERAL NOTES
1. ARCHITECTURAL 100' - 0" = SURVEY XXXX.XX'
 2. DO NOT SCALE DRAWINGS. DRAWN DIMENSIONS SHALL TAKE PRECEDENCE. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES IMMEDIATELY.
 3. REFER TO DOOR AND WINDOW SCHEDULES FOR MORE INFORMATION.
 4. SEE CIVIL DRAWINGS FOR DRAINAGE REQUIREMENTS.
 5. GRADE SOIL AWAY FROM BUILDING TO DRAIN. SEE CIVIL AND LANDSCAPE DRAWINGS FOR MORE INFORMATION.



PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT:
PELLA COOP CLUBHOUSE

DATE:	DRAWN BY:	CHKD BY:
04/01/2020 MT	MT	KC
REVISED:		

EXTERIOR
ELEVATIONS

A200



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



Keynote Legend	
Key Value	Keynote Text
B1	DECORATIVE BRACKET
C1	COLUMN WRAP - OR - TRIM OUT COLUMN
F1	6" OVER 8" PAINTED TRIM FASCIA
L1	EXTERIOR WALL LIGHT
M1	MASONRY - CULTURED STONE VENEER
R1	LAMINATED ASPHALT ROOF SHINGLES
S1	LAP SIDING (APPROX. 6" EXPOSURE)
S4	SHAKE SIDING
T1	6" PAINTED CORNER TRIM
T2	6" OVER 8" PAINTED TRIM BLOCKING BEHIND TO ALIGN WITH PORCH TRIM (SEE SECTION)



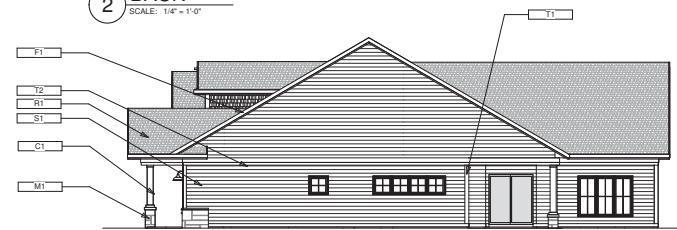
1 FRONT
SCALE: 1/4" = 1'-0"



2 BACK
SCALE: 1/4" = 1'-0"



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



4 RIGHT
SCALE: 1/8" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

19-137

leave your mark

ELEVATIONS

PROJECT: VENETO ESTATE - MS

MB PELLA CO-OP

DATE: 9/26/19

DATE	BY	LC	LC

A200



Keynote Legend	
Key Value	Keynote Text
C1	COLUMN WRAP - GR - TRIM OUT COLUMN
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L1	EXTERIOR WALL LIGHT
M1	MASONRY CULTURED STONE VENEER
M2	MASONRY - STONE CAP
R1	LAMINATED ASPHALT ROOF SHINGLES
S1	LAP SIDING (APPROX 8" EXPOSURE)
S3	VERTICAL PANEL SIDING AND HARDIE TRIM
S4	SHAKE SIDING
T1	6" PAINTED CORNER TRIM
T3	PAINTED WINDOW/DOOR TRIM
T4	6" OVER 8" PAINTED TRIM
WT	6" TRIM WATERTABLE



1 FRONT
SCALE: 1/4" = 1'-0"



2 BACK
SCALE: 1/4" = 1'-0"



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



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

PRELIMINARY NOT FOR CONSTRUCTION

19-137

imprint
ARCHITECTS
leave your mark

ELEVATIONS

PROJECT:
TUSCANY ESTATE - MS
PELLA COOP

DATE:	10-3-19
DESIGNER:	
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A200

imprint
ARCHITECTS



Keynote Legend	
Key Value	Keynote Text
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C1	COLUMN WRAP - OR - TRIM OUT COLUMN
F1	6" OVER 6" PAINTED TRIM FASCIA
L1	EXTERIOR WALL LIGHT
M1	MASONRY - CULTURED STONE VENEER
R1	LAMINATED ASPHALT ROOF SHINGLES
S1	LAP SIDING (APPROX. 6" EXPOSURE)
S2	STUCCO SIDING
S4	SHAKE SIDING
T1	6" PAINTED CORNER TRIM
T2	6" OVER 6" PAINTED TRIM BLOCKING BEHIND TO ALIGN WITH PORCH TRIM (SEE SECTION)
T4	6" OVER 6" PAINTED TRIM



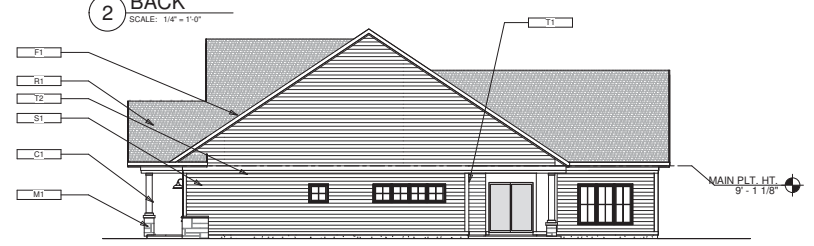
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SCALE: 1/4" = 1'-0"



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



4 RIGHT
SCALE: 1/8" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

19-137

imprint ARCHITECTS
leave your mark

ELEVATIONS

PROJECT: SONOMA ESTATE - MS
MS PELLA CO-OP

DATE: 10/04/19

REVISIONS

A200

imprint ARCHITECTS



Keynote Legend	
Key Value	Keynote Text
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C1	COLUMN WRAP - OR - TRIM OUT COLUMN
F1	6" OVER 8" PAINTED TRIM FASCIA
L1	EXTERIOR WALL LIGHT
M1	MASONRY - CULTURED STONE VENEER
M2	MASONRY - STONE CAP
R1	LAMINATED ASPHALT ROOF SHINGLES
S1	LAP SIDING (APPROX. 6" EXPOSURE)
S3	VERTICAL PANEL SIDING AND HARDIE TRIM
S4	SHAKE SIDING
T1	6" PAINTED CORNER TRIM
T3	PAINTED WINDOW DOOR TRIM
T4	6" OVER 8" PAINTED TRIM
WT	6" TRIM WATERTABLE



1 FRONT
SCALE: 1/4" = 1'-0"



2 BACK
SCALE: 1/4" = 1'-0"



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



4 RIGHT
SCALE: 1/8" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

17-148

imprint
ARCHITECTS
leave your mark

ELEVATIONS

PROJECT:
NAPA ESTATE PLAN - MS
PELLA COOP

DATE:	8/28/19
DESIGNER:	
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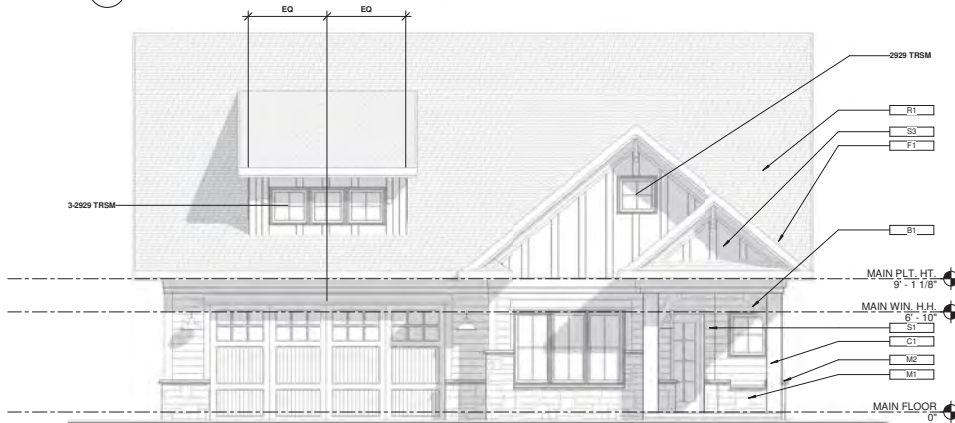
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imprint
ARCHITECTS



Keynote Legend	
Key Value	Keynote Text
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F1	6" OVER 6" PAINTED TRIM FASCIA
L1	EXTERIOR WALL LIGHT
M1	MASONRY - CULTURED STONE VENEER
M2	MASONRY - STONE CAP
R1	LAMINATED ASPHALT ROOF SHINGLES
S1	LAP SIDING (APPROX. 6" EXPOSURE)
S3	VERTICAL PANEL SIDING AND HARDIE TRIM
T1	6" PAINTED CORNER TRIM
T4	6" OVER 6" PAINTED TRIM
WT	6" TRIM WATERTABLE

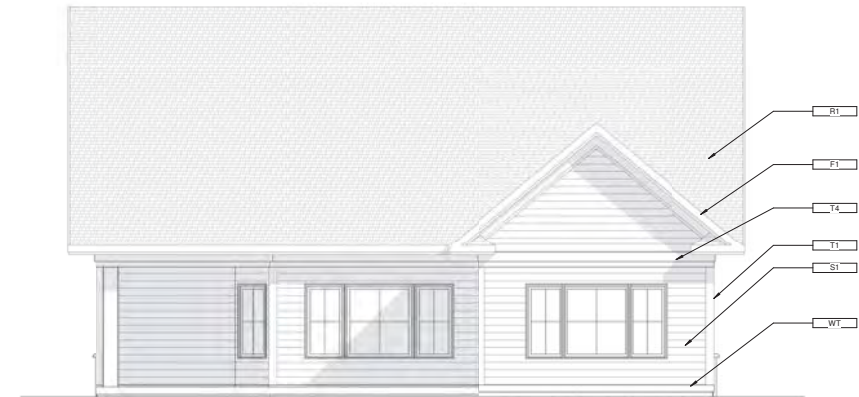
5 EXTERIOR OPTION 2 3D



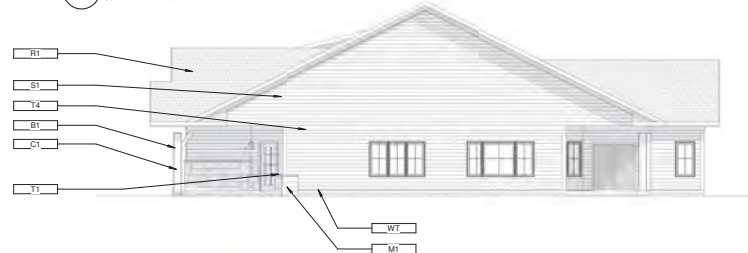
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19-137

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ARCHITECTS
leave your mark

ELEVATIONS

PROJECT:
MENDOCINO ESTATE - MS
PELLA COOP

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imprint
ARCHITECTS



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 as 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 include 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 responsibility 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.

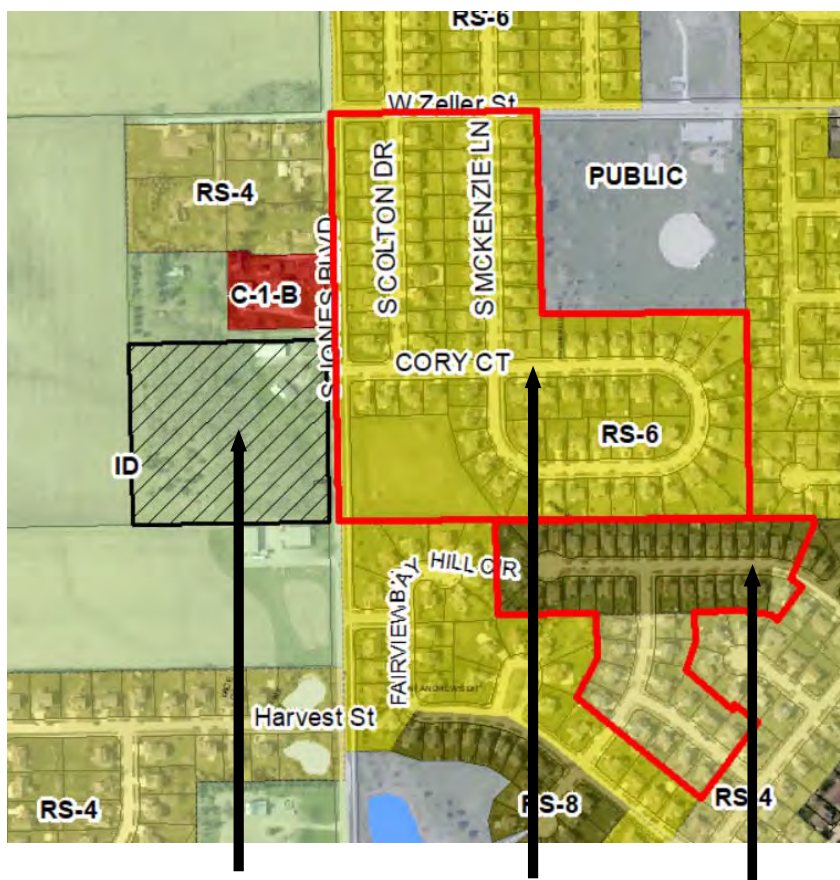
It is staff's opinion that zoning map amendment would be consistent with the North Liberty Comprehensive Plan Land Use Plan.

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 Iowa 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.

As 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 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:

3/2/20

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

PAD Information and Submittal Requirements (Planned Area Developments)



Submittal Deadline: 1st working day of each month at 12:00 Noon

Fees: Due at time of submittal: \$750.

Reviewing Bodies: City staff, Planning Commission, and City Council.

First 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.

Process: Staff will review the submittal and provide a draft report outlining any necessary changes around mid-month. Resubmission of final materials will be Acrobat "PDF" files only.

Minimum 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.

City Contact: Ryan Rusnak, AICP, Planning Director, 3 Quail Creek Circle, North Liberty, Iowa 52317
319-626-5747 rrusnak@northlibertyiowa.org
City Website: www.northlibertyiowa.org

Rev 2/2020

- ☐ Location of utilities, labeled with depth, size, type, existing or proposed and whether public or private. Show 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.).
- ☐ 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 NUMBER	NOTICE AREA	NOTICE %	PROTEST (YES/NO)	PROTEST %	PROPERTY ADDRESS	PROPERTY OWNER(S)	OWNER ADDRESS	OWNER CITY/STATE/ZIP
614103002	50058.77439	8.2%	No	0.0%		HASSMAN, JAMES L 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
614102001	147952.5897	24.1%	Yes	24.1%		CAMERON, WILLIAM T CAMERON, VLASTA M	2051 Melrose Ave	Iowa City IA 52246-1758
613233007	463.9536381	0.1%	No	0.0%		BRIDE, PHILLIP E BRIDE, JULIE A	135S S Colton Dr	North Liberty IA 52317
613233008	5812.017375	0.9%	No	0.0%		NICHOLSON, JESSE NICHOLSON, BRIANNE	155 S Colton Dr	North Liberty IA 52317
613233009	8807.431458	1.4%	No	0.0%		HAYES, CHARLES T 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
613227029	5010.432483	0.8%	No	0.0%		OEHLER, KEVIN R OEHLER, TRACY J	1175 Cory CT	North Liberty IA 52317
613260006	1070.112277	0.2%	No	0.0%		SWEENEY, QUENTIN F SWEENEY, SANDRA M	1095 Bay Hill Cir	North Liberty IA 52317
613260005	14562.73703	2.4%	No	0.0%		VITTI, MICHAEL VITTI, NATALIE	1085 Bay Hill Cir	North Liberty IA 52317
613227031	43453.99921	7.1%	No	0.0%		QUAIL RIDGE MAINTENANCE ASSOC	75 S Colton Dr	North Liberty IA 52317-1907
613227030	9573.329649	1.6%	No	0.0%		THOMPSON, STEPHEN M 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
614176001	158316.8153	25.8%	Yes	25.8%		CAMERON, VLASTA M CAMERON, HAROLD W	2051 Melrose Ave	Iowa City IA 52246-1758

PARCELS 534,748.1 87.2%
R.-O.-W. 78,373.8 12.8%

Protests:

Properties:

TOTAL

NOTICE AREA 613,121.9 100%

50.0% PROTEST RATE

2

14

Alderman:

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 then north to NW property pin of Subject Property where grade 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 partially 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 contentious 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 status 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

From: Al Morgan <spenlertire@icloud.com>
Sent: 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. CONDITIONS IMPOSED. The following conditions are hereby imposed upon said rezoning as listed in the May 6, 2020 North Liberty Planning Commission report:

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.

SECTION 3. ZONING MAP. It is hereby authorized and directed that the Zoning Map of the City of North Liberty, Iowa, 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.

First reading on June 23, 2020.

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



Water Rate Ordinance

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
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	10,781	10,996	11,216
Gallons Sold	361,780,000	373,000,000	380,460,000	388,069,200	395,830,584	403,747,196	411,822,140	420,058,582	428,459,754	437,028,949	445,769,528	454,684,919	463,778,617
Proposed Rate Increase	3.5%	3.0%	3.0%	3.0%	3.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.0%
Base Rate	\$ 16.12	\$ 16.60	\$ 17.10	\$ 17.61	\$ 18.14	\$ 18.68	\$ 18.68	\$ 18.68	\$ 18.68	\$ 18.68	\$ 18.68	\$ 18.68	\$ 19.06
Rate/1000 Gallons	\$ 6.51	\$ 6.67	\$ 6.87	\$ 7.08	\$ 7.29	\$ 7.51	\$ 7.51	\$ 7.51	\$ 7.51	\$ 7.51	\$ 7.51	\$ 7.51	\$ 7.66
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	\$ 4,686,236	\$ 4,778,361	\$ 4,872,328	\$ 4,968,174	\$ 5,165,657
Sales Tax	\$ 222,745	\$ 224,410	\$ 229,387	\$ 240,751	\$ 252,690	\$ 265,234	\$ 270,442	\$ 275,755	\$ 281,174	\$ 286,702	\$ 292,340	\$ 298,090	\$ 309,939
Connection Fees/Permits	\$ 156,632	\$ 85,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000
Use of Money	\$ 34,838	\$ 30,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ 7,130	\$ 10,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ (12,885)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 3,841,811	\$ 3,992,248	\$ 4,181,005	\$ 4,361,771	\$ 4,572,695	\$ 4,794,293	\$ 4,886,312	\$ 4,980,173	\$ 5,075,910	\$ 5,173,562	\$ 5,273,168	\$ 5,374,765	\$ 5,584,096
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%
Personnel Services	\$ 566,723	\$ 669,961	\$ 688,958	\$ 723,406	\$ 759,576	\$ 797,555	\$ 837,433	\$ 879,304	\$ 923,270	\$ 969,433	\$ 1,017,905	\$ 1,068,800	\$ 1,122,240
Services & Commodities	\$ 1,401,385	\$ 1,315,832	\$ 1,134,295	\$ 1,191,010	\$ 1,250,560	\$ 1,313,088	\$ 1,378,743	\$ 1,447,680	\$ 1,520,064	\$ 1,596,067	\$ 1,675,870	\$ 1,759,664	\$ 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	\$ 50,000	\$ 50,000
Transfers													
Equipment Revolving	\$ 237,000	\$ 130,000	\$ 35,000	\$ 81,000	\$ 8,000	\$ 85,000	\$ 100,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Capital Reserve	\$ 80,000	\$ 165,000	\$ 200,000	\$ 180,000	\$ 80,000	\$ 220,000	\$ 210,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Revenue Debt	\$ 969,285	\$ 1,034,275	\$ 1,727,505	\$ 1,524,255	\$ 1,501,168	\$ 1,272,818	\$ 1,601,848	\$ 1,603,588	\$ 1,484,660	\$ 1,484,780	\$ 1,486,420	\$ 1,484,560	\$ 1,485,220
GO Debt	\$ 390,900	\$ 393,350	\$ 320,750	\$ 319,800	\$ 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	\$ 296,181	\$ 310,990
Upcoming Projects													
SW Growth Utilities	\$ -	\$ -	\$ -	\$ 143,603	\$ 143,103	\$ 144,542	\$ 143,792	\$ 144,943	\$ 143,863	\$ 144,653	\$ 143,165	\$ 143,561	\$ 144,000
Maintenance Facility Addition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,683	\$ 137,341	\$ 137,864	\$ 138,262	\$ 138,485	\$ 135,304
Control Bldgs & Generators (4&5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,671	\$ 159,114	\$ 160,715	\$ 159,880
Plant Expansion & Well(s)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 308,296	\$ 307,221	\$ 310,311
Total Expenditures	\$ 3,965,990	\$ 4,061,467	\$ 4,455,763	\$ 4,483,089	\$ 4,271,797	\$ 4,378,418	\$ 4,828,581	\$ 5,055,767	\$ 4,815,049	\$ 5,111,113	\$ 5,536,109	\$ 5,684,186	\$ 5,840,592
Net Change in Fund Balance	\$ (124,179)	\$ (69,219)	\$ (274,758)	\$ (121,318)	\$ 300,898	\$ 415,875	\$ 57,732	\$ (75,594)	\$ 260,861	\$ 62,450	\$ (262,941)	\$ (309,421)	\$ (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	\$ 1,609,427	\$ 1,870,288	\$ 1,932,738	\$ 1,669,797	\$ 1,360,375
Ending Fund Balance	\$ 1,375,812	\$ 1,306,593	\$ 1,031,835	\$ 910,517	\$ 1,211,414	\$ 1,627,289	\$ 1,685,021	\$ 1,609,427	\$ 1,870,288	\$ 1,932,738	\$ 1,669,797	\$ 1,360,375	\$ 1,103,880
% Reserved	34.69%	32.17%	23.16%	20.31%	28.36%	37.17%	34.90%	31.83%	38.84%	37.81%	30.16%	23.93%	18.90%
Total Personnel Costs	\$ 566,723	\$ 669,961	\$ 688,958	\$ 723,406	\$ 759,576	\$ 797,555	\$ 837,433	\$ 879,304	\$ 923,270	\$ 969,433	\$ 1,017,905	\$ 1,068,800	\$ 1,122,240
% of Water Utility Expenditures	14.29%	16.50%	15.46%	16.14%	17.78%	18.22%	17.34%	17.39%	19.17%	18.97%	18.39%	18.80%	19.21%
Debt Service Coverage													
Net Revenue/All Revenue Debt	1.93	1.89	1.32	1.56	1.66	2.05	1.62	1.61	1.72	1.71	1.70	1.68	1.73
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)	0.73	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	ACCOUNT FOR new debt coming online			ADD GIS utility database (\$45K), spare valves & flow meters (\$75K) REPLACE membranes (\$80K)					ADD vacuum trailer (\$35K w/ sewer, waste & streets)				

Water Utility Budget & Forecast

Water Rate Increase Analysis																						
Consumption in Gallons	Monthly Water Costs Based on Usage																					
		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								
	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								
	3,000		\$ 0.80	\$ 0.90	\$ 0.93	\$ 0.95	\$ 0.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.67								
	5,000		\$ 1.12	\$ 1.30	\$ 1.34	\$ 1.38	\$ 1.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.97								
	8,000		\$ 1.60	\$ 1.90	\$ 1.96	\$ 2.01	\$ 2.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.42								
	11,000		\$ 2.08	\$ 2.50	\$ 2.57	\$ 2.65	\$ 2.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.88								
	15,000		\$ 2.72	\$ 3.30	\$ 3.40	\$ 3.50	\$ 3.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.48								
	3,000		\$ 9.60	\$ 10.78	\$ 11.10	\$ 11.43	\$ 11.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.09								
	5,000		\$ 13.44	\$ 15.58	\$ 16.05	\$ 16.53	\$ 17.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11.69								
	8,000		\$ 19.20	\$ 22.78	\$ 23.47	\$ 24.17	\$ 24.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17.10								
	11,000		\$ 24.96	\$ 29.99	\$ 30.89	\$ 31.81	\$ 32.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22.50								
	15,000		\$ 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
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	8,596	8,768	8,943	9,122	9,305	9,491	9,680	9,874	10,072	10,273	10,478	10,688	10,902
Gallons Sold	361,131,000	371,000,000	378,420,000	385,988,400	393,708,168	401,582,331	409,613,978	417,806,258	426,162,383	434,685,630	443,379,343	452,246,930	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	\$ 31.24	\$ 31.24	\$ 31.55	\$ 31.87	\$ 31.87	\$ 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	\$ 5.74
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	\$ 6,002,883
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ 25,000
Use of Money	\$ 50,564	\$ 40,000	\$ 20,000	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 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	\$ 6,000
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable/Payable	\$ (16,801)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ 871,497	\$ 915,072	\$ 960,826	\$ 1,008,867	\$ 1,059,310	\$ 1,112,276	\$ 1,167,890	\$ 1,226,284	\$ 1,287,598
Services & Commodities	\$ 735,279	\$ 1,025,975	\$ 1,055,975	\$ 1,161,573	\$ 1,219,651	\$ 1,280,634	\$ 1,344,665	\$ 1,411,899	\$ 1,482,494	\$ 1,556,618	\$ 1,634,449	\$ 1,716,172	\$ 1,801,980
Capital	\$ -	\$ 50,000	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers													
Equipment Revolving	\$ 87,000	\$ 65,000	\$ 125,000	\$ 84,750	\$ 90,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Capital Reserve	\$ 485,000	\$ 530,388	\$ 570,083	\$ 370,000	\$ 370,000	\$ 370,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 565,000	\$ 290,000	\$ 565,000	\$ 290,000
Revenue Debt	\$ 1,828,789	\$ 1,725,139	\$ 1,778,283	\$ 1,779,164	\$ 1,780,726	\$ 1,782,472	\$ 1,785,516	\$ 1,786,354	\$ 1,789,735	\$ 1,557,153	\$ 1,575,477	\$ 1,576,119	\$ 1,576,457
GO Debt	\$ 476,400	\$ 472,350	\$ 473,200	\$ 468,800	\$ 469,300	\$ 469,600	\$ 469,650	\$ 469,450	\$ 139,050	\$ -	\$ -	\$ -	\$ -
Billing & Accounting	\$ 320,546	\$ 303,049	\$ 274,255	\$ 245,015	\$ 210,490	\$ 221,015	\$ 232,065	\$ 243,668	\$ 255,852	\$ 268,645	\$ 282,077	\$ 296,181	\$ 310,990
Upcoming Projects													
Sewer Lines & Generator	\$ -	\$ -	\$ 71,540	\$ 71,885	\$ 72,159	\$ 72,367	\$ 72,484	\$ 70,819	\$ 70,787	\$ 72,339	\$ 72,044	\$ 71,651	
SW Growth Utilities	\$ -	\$ -	\$ -	\$ 281,879	\$ 280,851	\$ 283,131	\$ 281,670	\$ 283,449	\$ 281,415	\$ 282,567	\$ 283,308	\$ 283,670	\$ 285,000
Mid/Long Term Projects	\$ -	\$ -	\$ -	\$ 206,675	\$ 206,638	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,438	\$ 206,550
Total Expenditures	\$ 4,514,745	\$ 4,884,084	\$ 5,112,479	\$ 5,499,738	\$ 5,571,312	\$ 5,675,728	\$ 5,828,314	\$ 5,955,944	\$ 5,760,081	\$ 5,696,036	\$ 5,586,682	\$ 6,016,514	\$ 5,833,575
Net Change in Fund Balance	\$ 193,514	\$ (58,882)	\$ (224,056)	\$ (544,466)	\$ (517,561)	\$ (521,528)	\$ (571,656)	\$ (541,480)	\$ (183,045)	\$ (8,085)	\$ 214,401	\$ (100,035)	\$ 200,608
Beginning Fund Balance	\$ 4,213,817	\$ 4,407,331	\$ 4,348,449	\$ 4,124,394	\$ 3,579,928	\$ 3,062,367	\$ 2,540,839	\$ 1,969,183	\$ 1,427,703	\$ 1,244,658	\$ 1,236,573	\$ 1,450,973	\$ 1,350,938
Ending Fund Balance	\$ 4,407,331	\$ 4,348,449	\$ 4,124,394	\$ 3,579,928	\$ 3,062,367	\$ 2,540,839	\$ 1,969,183	\$ 1,427,703	\$ 1,244,658	\$ 1,236,573	\$ 1,450,973	\$ 1,350,938	\$ 1,551,546
% 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	\$ 581,731	\$ 712,183	\$ 754,543	\$ 829,997	\$ 871,497	\$ 915,072	\$ 960,826	\$ 1,008,867	\$ 1,059,310	\$ 1,112,276	\$ 1,167,890	\$ 1,226,284	\$ 1,287,598
% of Waste Water Utility Expenditures	12.89%	14.58%	14.76%	15.09%	15.64%	16.12%	16.49%	16.94%	18.39%	19.53%	20.90%	20.38%	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/ sewer, water & streets) REPLACE pickup truck (\$65K) , lawn mower (\$25K) ADD GIS utility database (\$105,083) REHAB manholes (\$70K), sewer main (\$175K) REPLACE membranes													

Waste Water Utility Budget & Forecast

Waste Water Rate Increase Analysis																						
Consumption in Gallons	Monthly Waste Water Costs Based on Usage																					
		FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31								
	3,000	\$ 42.07	\$ 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	\$ 53.21	\$ 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	\$ 69.92	\$ 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	\$ 86.63	\$ 87.50	\$ 87.50	\$ 87.50	\$ 87.50	\$ 87.50	\$ 87.50	\$ 88.37	\$ 89.25	\$ 89.25	\$ 89.25	\$ 89.25	\$ 89.25								
	15,000	\$ 108.91	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 111.10	\$ 112.21	\$ 112.21	\$ 112.21	\$ 112.21	\$ 112.21								
	3,000		\$ 0.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.42	\$ 0.43	\$ -	\$ -	\$ -	\$ -								
	5,000		\$ 0.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.54	\$ 0.54	\$ -	\$ -	\$ -	\$ -								
	8,000		\$ 0.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.71	\$ 0.71	\$ -	\$ -	\$ -	\$ -								
Additional Waste Water Cost/Month	11,000		\$ 0.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.87	\$ 0.88	\$ -	\$ -	\$ -	\$ -								
	15,000		\$ 1.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.10	\$ 1.11	\$ -	\$ -	\$ -	\$ -								
Additional Waste Water Cost/Year	3,000		\$ 5.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.10	\$ 5.15	\$ -	\$ -	\$ -	\$ -								
	5,000		\$ 6.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.45	\$ 6.51	\$ -	\$ -	\$ -	\$ -								
	8,000		\$ 8.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.47	\$ 8.56	\$ -	\$ -	\$ -	\$ -								
	11,000		\$ 10.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.50	\$ 10.60	\$ -	\$ -	\$ -	\$ -								
	15,000		\$ 13.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.20	\$ 13.33	\$ -	\$ -	\$ -	\$ -								

Storm Water Utility #1

	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	\$	-	\$	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)
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 Utility														
Total Personnel Costs	\$	89,702	\$	99,526	\$	103,395	\$	108,565	\$	113,993	\$	119,693	\$	125,677
% of Storm Water Utility Expenditures		35.53%		46.24%		35.94%		48.42%		42.02%		36.32%		37.33%

Storm Water Utility #2

	FY19 Actual		FY20 Budget		FY21 Budget		FY22 Estimated		FY23 Estimated		FY24 Estimated		FY25 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 Utility														
Total Personnel Costs	\$	89,702	\$	99,526	\$	103,395	\$	108,565	\$	113,993	\$	119,693	\$	125,677
% of Storm Water Utility Expenditures		35.53%		46.24%		22.15%		21.16%		32.94%		32.39%		27.22%

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

Waste Water Rate Increase Analysis					
		FY20	FY21	Difference	
Base Rate	\$	31.24	\$ 31.24	\$	(0.00)
Rate/1000 gallons	\$	5.63	\$ 5.63	\$	(0.00)
		Cost per Month		FY21 Increase	
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)

Water Rate Increase Analysis					
		FY20	FY21	Difference	
Base Rate	\$	16.60	\$ 17.10	\$	0.50
Rate/1000 gallons	\$	6.71	\$ 6.87	\$	0.16
		Cost per Month		FY21 Increase	
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

Storm Water Rate Increase Analysis					
		FY20	FY21	Difference	
Base Rate	\$	2.00	\$ 2.00	\$	-
Rate/1000 gallons	\$	-	\$ -	\$	-
		Cost per Month		FY21 Increase	
Consumption (in gallons)		FY20	FY21	%	\$
3,000	\$	2.00	\$ 2.00	0%	\$ -
5,000	\$	2.00	\$ 2.00	0%	\$ -
8,000	\$	2.00	\$ 2.00	0%	\$ -
11,000	\$	2.00	\$ 2.00	0%	\$ -

Utility Rates Increase Analysis					
		Cost per Month		FY21 Increase	
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 June 23, 2020.

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. 2020-04 in *The Leader* on the ____ day of _____, 2020.

TRACEY MULCAHEY, CITY CLERK



Minimum Low Opening Ordinance

ORDINANCE NO. _____

**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.

Section 1.1. 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 ~~E~~elevations ~~noted on a plat~~ for ~~certain each~~ lots 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.

Section 1.2. 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.)~~

(156) Certification of the accuracy of the plat by a registered land surveyor of the State;

(167) Location and width of easements for utilities, and clear identification of intended use;

(178) 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 _____, 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 *Leader* 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.

Section 1.1. 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.

Section 1.2. 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.

First reading on June 23, 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 *Leader* on the ____ day of _____, 2020.

TRACEY MULCAHEY, CITY CLERK



Rental Permit Guest Ordinance

ORDINANCE NO. _____

**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 *Leader* 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 June 23, 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 *Leader* on the ____ day of _____, 2020.

TRACEY MULCAHEY, CITY CLERK



Backflow Ordinance

ORDINANCE NO. _____

**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. "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 ~~contractor/builder~~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. ~~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 Iowa Department of Public Health:
 - A. Improper testing or repair of backflow prevention assemblies.
 - B. Improper reporting of the results of testing or of repairs made to backflow prevention assemblies.
 - C. Failure to meet registration requirements.
 - D. Unethical practices.
13. Installation of backflow prevention assemblies. Backflow prevention assemblies shall be installed in compliance with the following and the State Plumbing Code:
 - A. The required backflow prevention assemblies for containment shall be installed in horizontal plumbing immediately following the meter or as close to that location as deemed practical by Building Official. In any case, such assemblies shall be located upstream from any branch piping. Installation at this point does not eliminate the responsibility of the customer to protect the water supply system from contamination or pollution between the backflow prevention assembly and the water main.
 - B. Reduced pressure principle backflow prevention assemblies shall be installed so as to be protected from flooding.
 - C. Reduced pressure principle backflow prevention assemblies shall not be installed in underground vaults or pits.
 - D. All backflow prevention assemblies shall be protected from freezing. Those devices used for seasonal water services may be removed in lieu of being protected from freezing; however, the devices must be reinstalled and tested by a registered backflow prevention technician prior to service being reactivated. If hot water is used within the water system, thermal expansion shall be provided for when installing a backflow prevention assembly for containment.

- E. Provisions shall be made to convey the discharge of water from reduced pressure principle backflow prevention assemblies to a suitable drain.
 - F. No backflow prevention assemblies shall be installed in a place where it would create a safety hazard, such as but not limited to over an electrical panel or above ceiling level.
 - G. If interruption of water service during testing and repair of backflow prevention assemblies for containment is unacceptable, ~~another one or more additional~~ backflow prevention assemblies, 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:
- A. 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

remitting any ~~uploading~~-filing fees which may be required by the backflow prevention reporting agency.

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

E.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.

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

G.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 *Leader* 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.

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. "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 Iowa Department of Public Health:
 - A. Improper testing or repair of backflow prevention assemblies.
 - B. Improper reporting of the results of testing or of repairs made to backflow prevention assemblies.
 - C. Failure to meet registration requirements.
 - D. Unethical practices.
13. Installation of backflow prevention assemblies. Backflow prevention assemblies shall be installed in compliance with the following and the State Plumbing Code:
 - A. The required backflow prevention assemblies for containment shall be installed in horizontal plumbing immediately following the meter or as close to that location as deemed practical by Building Official. In any case, such assemblies shall be located upstream from any branch piping. Installation at this point does not eliminate the responsibility of the customer to protect the water supply system from contamination or pollution between the backflow prevention assembly and the water main.
 - B. Reduced pressure principle backflow prevention assemblies shall be installed so as to be protected from flooding.
 - C. Reduced pressure principle backflow prevention assemblies shall not be installed in underground vaults or pits.
 - D. All backflow prevention assemblies shall be protected from freezing. Those devices used for seasonal water services may be removed in lieu of being protected from freezing; however, the devices must be reinstalled and tested by a registered backflow prevention technician prior to service being reactivated. If hot water is used within the water system, thermal expansion shall be provided for when installing a backflow prevention assembly for containment.

- E. Provisions shall be made to convey the discharge of water from reduced pressure principle backflow prevention assemblies to a suitable drain.
 - F. No backflow prevention assemblies shall be installed in a place where it would create a safety hazard, such as but not limited to over an electrical panel or above ceiling level.
 - G. If interruption of water service during testing and repair of backflow prevention assemblies for containment is unacceptable, 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 June 23, 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 *Leader* on the ____ day of _____, 2020.

TRACEY MULCAHEY, CITY CLERK



Nuisance Ordinance

ORDINANCE 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 ~~4~~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.

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 *Leader* 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.

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

First reading on June 23, 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 Leader* on the ____ day of _____, 2020.

TRACEY MULCAHEY, CITY CLERK



Toy Guns Ordinance

ORDINANCE 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 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.

~~—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.

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 *Leader* 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:

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 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.

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 June 23, 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 *Leader* on the ____ day of _____, 2020.

TRACEY MULCAHEY, CITY CLERK



Disorderly Conduct Ordinance

ORDINANCE NO. _____

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 ~~loud and raucous~~ unreasonable noise in the vicinity of any residence or public building with an intentional or reckless disregard for causing which causes unreasonable 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. ~~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 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. 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.

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 *Leader* on the ____ day of _____, 2020.

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.

SECTION 4. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on June 23, 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 *Leader* on the ____ day of _____, 2020.

TRACEY MULCAHEY, CITY CLERK



Additional Information



To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **6/8/2020**
Re **Monthly Report**

June Permit Report:

83 permits were issued in June with estimated construction value of 1.8 million dollars. Four new housing permits were issued with construction value of \$929,140.00. Staff completed 244 inspections during the month of June.

Rental/Code Compliance Cases:

15 new rental permit applications received in June. A total of 97 code compliance cases were processed in June.

ABRA Body Shop:

The foundation installation has been completed. Structural steel crew is onsite erecting the building shell and applying exterior coverings.



June 2020 Monthly Permit Report

Code	Permit Purpose	Permits	Construction Value	Permit Fees	Bldgs.	Units	Notes
1	New Single Family Dwelling	4	\$929,149.00	\$10,430.11	4	4	
2	New Single Family Dwelling Attached	0	\$0.00	\$0.00	0	0	
3	New Townhouse	0	\$0.00	\$0.00	0	0	
4	New Multi-Family Housing	0	\$0.00	\$0.00	0	0	
5	New Commercial	1	\$140,000.00	\$250.00	0	0	foundation
6	New Industrial	0	\$0.00	\$0.00	0	0	
7	School	0	\$0.00	\$0.00			
8	Residential Alteration	26	\$179,976.10	\$3,304.81			
9	Residential Addition	3	\$65,000.00	\$1,072.75			
10	Commercial Alteration	3	\$42,295.68	\$666.47			
11	Commercial Addition	0	\$0.00	\$0.00			
12	Industrial Alteration	0	\$0.00	\$0.00			
13	Industrial Addition	0	\$0.00	\$0.00			
14	Other	40	\$74,369.00	\$1,343.95			
15	Public project	0	\$0.00	\$0.00			
16	Manufactured Home	6	\$395,900.00	\$1,937.82	6	6	
	Totals	83	\$1,826,689.78	\$19,005.91	10	10	

SFD Attached are zero lot line units

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



Permit Summary Report Inspection Type

Inspection Date 01/01/2020 TO 06/30/2020

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row	Total
Inspection request	7	10	15	21	16	16	0	0	0	0	0	0	85	
Re-inspection	35	46	29	31	22	46	0	0	0	0	0	0	209	
1st SWPPP	1	3	13	10	3	4	0	0	0	0	0	0	34	
Above Suspended Ceiling	0	1	1	0	0	1	0	0	0	0	0	0	3	
Aboveground Storage Tank for Motor Vehicle Fuel Dispensing	0	1	0	0	0	0	0	0	0	0	0	0	1	
Alternative Automatic Fire Extinguishing System	1	0	0	0	0	0	0	0	0	0	0	0	1	
Automatic Sprinkler System	2	2	1	0	5	2	0	0	0	0	0	0	12	
Automatic Sprinkler System - Preconcealment	0	6	0	0	0	0	0	0	0	0	0	0	6	
Backflow Preventer	1	1	1	0	0	0	0	0	0	0	0	0	3	
Building Sewer	0	0	3	0	0	0	0	0	0	0	0	0	3	
Commercial Final	0	0	0	1	1	0	0	0	0	0	0	0	2	
Commercial Rough-In	1	0	0	1	3	0	0	0	0	0	0	0	5	
Curb Removal	0	0	0	0	0	1	0	0	0	0	0	0	1	
Deck, Porch, Sunroom Footings	0	5	9	20	13	13	0	0	0	0	0	0	60	
Final	5	1	10	3	4	9	0	0	0	0	0	0	32	
Final (Alterations and additions)	5	5	1	15	18	22	0	0	0	0	0	0	66	
Fire Alarm Installation	5	1	1	0	1	4	0	0	0	0	0	0	12	
Fire Dept. Acceptance	4	1	1	2	6	3	0	0	0	0	0	0	17	
Footings/Slabs	1	4	12	12	4	10	0	0	0	0	0	0	43	
Foundation Dampproofing	1	3	9	9	3	4	0	0	0	0	0	0	29	
Foundation Wall	1	3	9	11	5	5	0	0	0	0	0	0	34	
Framing	0	1	0	0	0	0	0	0	0	0	0	0	1	
Gas service release	5	10	10	14	6	5	0	0	0	0	0	0	50	
Grading	1	4	9	12	3	4	0	0	0	0	0	0	33	
Kitchen Hood Suppression System Installation	0	0	0	1	1	1	0	0	0	0	0	0	3	
Manufactured Home	1	0	3	0	0	6	0	0	0	0	0	0	10	
Meeting	1	1	1	1	0	1	0	0	0	0	0	0	5	
Notice of Termination CSR	1	3	9	9	4	4	0	0	0	0	0	0	30	
NPDES Quarterly Erosion Control Inspection	0	4	18	0	0	19	0	0	0	0	0	0	41	
Other	86	9	0	4	1	0	0	0	0	0	0	0	100	
Permanent Electric Service Release	4	8	12	15	5	6	0	0	0	0	0	0	50	
Plumbing below slab	5	4	11	10	6	5	0	0	0	0	0	0	41	
Pool (residential)	0	0	0	0	0	1	0	0	0	0	0	0	1	
Rental	0	0	1	0	1	1	0	0	0	0	0	0	3	
Residential final (New Construction)	0	9	9	15	3	5	0	0	0	0	0	0	41	
Residential Photovoltaic (PV) Solar System	0	0	2	2	5	8	0	0	0	0	0	0	17	
Residential Rough-in (New Construction)	1	10	10	14	4	5	0	0	0	0	0	0	44	
Retail Sales of Fireworks	0	0	0	0	0	2	0	0	0	0	0	0	2	
Rough In (Alterations and additions)	2	3	3	9	3	5	0	0	0	0	0	0	25	
Rough-in	1	0	4	0	1	0	0	0	0	0	0	0	6	
Sewer & Water Service	1	6	10	14	4	5	0	0	0	0	0	0	40	
Sidewalk Release	1	3	10	9	3	4	0	0	0	0	0	0	30	
Sign location & footings	0	1	0	0	0	0	0	0	0	0	0	0	1	
Stormwater Management Facilities-Private Routine	1	0	0	0	0	0	0	0	0	0	0	0	1	
Stormwater Quality-Grant Funding Inspection	0	0	0	2	3	0	0	0	0	0	0	0	5	
Sump Pump Discharge Line	0	5	9	14	4	5	0	0	0	0	0	0	37	
Temporary Electric Service	0	4	10	9	3	5	0	0	0	0	0	0	31	
Water Distribution System	0	0	1	0	0	0	0	0	0	0	0	0	1	
Water Heater	5	2	0	1	0	0	0	0	0	0	0	0	8	
Water Main and Appurtenance	0	0	2	0	0	0	0	0	0	0	0	0	2	
Witness air pressure test and piping inspection	5	7	1	2	1	5	0	0	0	0	0	0	21	
Zoning Department Acceptance	1	0	4	0	0	2	0	0	0	0	0	0	7	
Totals:	192	187	264	293	165	244	0	0	0	0	0	0	1345	

Code Compliance Report

06/01/2020 - 06/30/2020

Case Date	Case #	Status	Complaint	Reporting Code
6/1/2020	4076	Open	have allowed the unit to be occupied by someone other than the owner without obtaining the required rental permit	Housing Code
6/3/2020	4080	Closed	have allowed the unit to be occupied by someone other than the owner without obtaining the required rental permit	Housing Code
6/3/2020	4081	Open	have allowed the unit to be occupied by someone other than the owner without obtaining the required rental permit	Housing Code
6/3/2020	4082	Open	have allowed the unit to be occupied by someone other than the owner without obtaining the required rental permit	Housing Code
6/3/2020	4083	Open	have allowed the unit to be occupied by someone other than the owner without obtaining the required rental permit	Housing Code
6/3/2020	4084	Closed	have allowed the unit to be occupied by someone other than the owner without obtaining the required rental permit	Housing Code
6/3/2020	4085	Closed	grass exceeding 6" height limit	City Code
6/4/2020	4086	Open	Weeds & grass on both lots #1 & #2 exceeding 12" in height in area beyond 20' from curb and exceeding 6' in height on all other areas of property.	City Code
6/5/2020	4087	Open	fence installed outside lot's property lines	Zoning Code
6/8/2020	4088	Closed	have allowed the unit to be occupied by someone other than the owner without obtaining the required rental permit	
6/8/2020	4089	Closed	grass exceeding 6" height limit	Zoning Code
6/8/2020	4090	Open	parking vehicles on landscaped yard area and storing junk/junk vehicles on property	City Code
6/8/2020	4091	Closed	grass exceeding 6" height limit	Zoning Code
6/8/2020	4092	Open	storing junk and junk vehicles on property and parking on grass landscaped area	Zoning Code
6/9/2020	4093	Closed	Construction activity without obtaining a permit	Building Code
6/9/2020	4094	Void		

6/9/2020	4095	Open	Section 169.12.A and 169.12.D. A. Building design shall be visually harmonious and compatible with the neighborhood character. D. Except for the RS districts, color schemes shall be based on earth tones or other compatible colors	Zoning Code
6/9/2020	4096	Closed	have allowed the unit to be occupied by someone other than the owner without obtaining the required rental permit	Housing Code
6/10/2020	4097	Closed	Above ground pool installed without permit and has one or more safety issue.	Building Code
6/10/2020	4105	Closed	grass exceeding 6" height limit	City Code
6/10/2020	4108	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 1' on interior area of lots	City Code
6/10/2020	4109	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4110	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4111	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4112	Closed	grass exceeding 6" height limit	City Code
6/10/2020	4113	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 6" on interior area of lots	City Code
6/10/2020	4114	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4115	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4117	Open	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4118	Open	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4120	Closed	grass exceeding 6" height limit	City Code
6/10/2020	4121	Open	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4122	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4123	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code

6/10/2020	4144	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4145	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4146	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4147	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/10/2020	4150	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/15/2020	4098	Open	grass exceeding 6" height limit	City Code
6/17/2020	4099	Open	Tenant said the property owner/management is failing to fix a broken window in her unit, that leaks water when it rains.	Housing Code
6/17/2020	4149	Open	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/22/2020	4100	Closed	failure of abutting property owner to mow and maintain lot	City Code
6/22/2020	4101	Closed	failure of abutting property owner to mow and maintain lot	City Code
6/22/2020	4103	Closed	grass exceeding 6" height limit	City Code
6/22/2020	4104	Open	grass exceeding 6" height limit	
6/23/2020	4102	Open	grass exceeding 6" height limit	City Code
6/25/2020	4106	Open	grass exceeding 6" height limit	City Code
6/25/2020	4107	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 1' on interior area of lots	City Code
6/25/2020	4148	Open	grass exceeding 6" height limit	City Code
6/26/2020	4116	Open	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code
6/26/2020	4119	Open	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code

6/26/2020	4154	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance
6/26/2020	4156	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance

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6/26/2020	4162	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance

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6/26/2020	4167	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance

6/26/2020	4168	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance
6/26/2020	4171	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance

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6/26/2020	4174	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance
6/26/2020	4175	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance

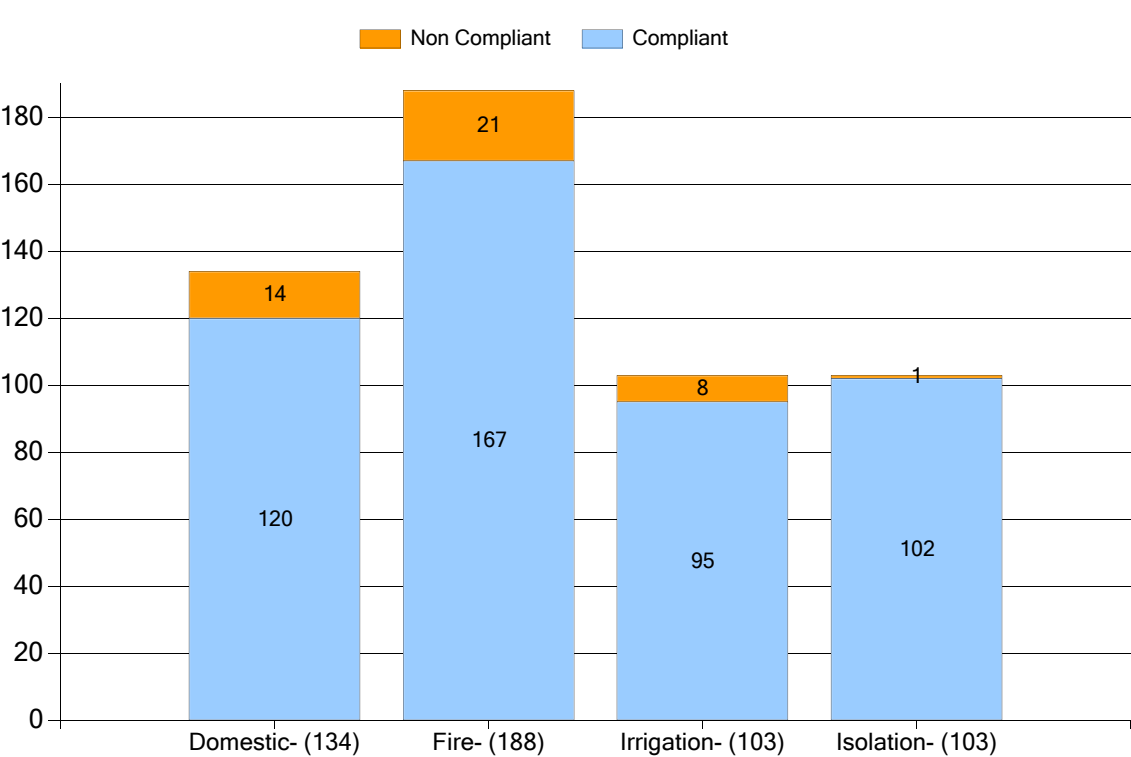
6/26/2020	4176	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance
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6/26/2020	4178	Open		Nuisance
6/26/2020	4141	Closed	grass exceeding 6" in height in area up to 20' from street and in excess of 12" on interior area of lots	City Code

6/29/2020	4155	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance
6/29/2020	4158	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance
6/29/2020	4169	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property	Nuisance

6/29/2020	4170	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance
6/30/2020	4151	Open	have allowed the unit to be occupied by someone other than the owner without obtaining the required rental permit	Housing Code
6/30/2020	4152	Open	have allowed the unit to be occupied by someone other than the owner without obtaining the required rental permit	Housing Code
6/30/2020	4153	Open	failure to mow	Nuisance
6/30/2020	4159	Open	1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.	Nuisance

6/30/2020	4160	Open	<p>1. Failure to trim trees, shrubs, and bushes in accordance with Chapter 150 North Liberty Code of Ordinance, entitled Trees. Section 150.05(2) of the North Liberty Code of Ordinances reads: All trees, shrubs, and bushes, whether in the parking or on private property that overhang onto any sidewalk or trail of the City shall be trimmed to a minimum height of eight (8) feet immediately above such sidewalk or trail. Any trees, shrubs, and bushes, whether in the parking or on private property, lower than eight (8) feet shall be trimmed so as to be at least two (2) feet clear of any sidewalk or trail. All trees on private property shall be trimmed to a minimum height of sixteen (16) feet immediately above and at least two (2) feet clear of any public street, alley or roadway. The trimming under this subsection shall be the responsibility of the property owners, agents, or occupants of property adjoining any sidewalk or trail.</p>	Nuisance

Breakdown of Backflow Preventer Compliance



- Fire = Fire Protection / Fire Detector Bypass
- Domestic = Domestic / Domestic Bypass
- Irrigation = Lawn Irrigation
- Isolation = All Others



To **Mayor, City Council, Communications Advisory Commission**
CC **City Administrator Ryan Heiar**
From **Communications Director Nick Bergus**
Date **July 2, 2020**
Re **Communications Staff Report for June**

COVID-19

After weeks of low new-case numbers, the end of June saw a spike of new positive cases. We've ratcheted back up our reminders to the public about mask wearing, hand washing, spacing and lower-risk activities. Meanwhile, we've continued to communicate recreation and library programming adaptations, including the by-appointment services such as swimming and computer use.

Social Justice and Racial Equity

Staff worked with police and administration to help increase transparency around current policing policies and disproportionate contacts, and had conversations about further action needed. We published resources from the See Me! Hear Me! event, are working with the library to put together a larger collection. We've recognized the need for us to build a platform specifically to amplify more diverse voices and share experiences, and revisited a project based on Denver's I Am Denver project to help tell people tell their own stories in their own words.

Blues & BBQ

We will hold the 14th year, socially distance, on July 11. Jillian and Derek have organized 12 hours of music and interviews that will be live-streamed through the day, set up T-shirt orders, worked with local restaurants to provide family style meals and mixed craft beer options and free kids' activities. We're partnering with the North Liberty Community Pantry to provide meals and activities to families they serve. Details at northlibertyblues.org.

Project Open House

We hosted our first Virtual Project Open House to talk about the future realignment of Front and Dubuque streets as a Zoom webinar, including a Q&A. The format was successful and easily repeatable (we'll plan to do another around Ranshaw Way yet this summer).

Other Items

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

We worked to replace some signage bearing the city's old logo with the new mark at the City Hall campus.

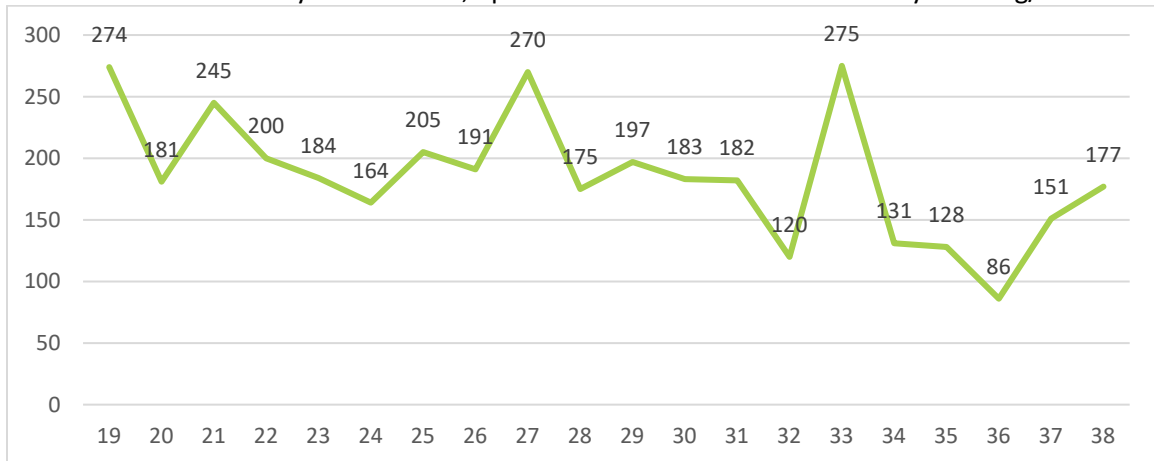
We sent news releases about city programming and service changes, COVID-19 issues, police policy and data, holiday hours, fireworks and more.

Completed Videos

Title	Requested By	Completed	Duration
City Council	City Administration	June 9	0:58
Project Open House	Communications	June	0:26
Library Board of Trustees	City Administration	June 15	0:36
City Council	City Administration	June 23	1:22
SRP: Dragon Eggs	Library	June 16	0:10
SRP: T-shirt Cape	Library	June 16	0:17
SRP: Fairy Wand	Library	June 16	0:09
SRP: Greek Pottery	Library	June 26	0:09
SRP: Pan Flute	Library	June 26	0:11
SRP: Bicycle	Library	June 30	0:05
Eye on: Community Center	Communications	June 30	0:06
Total completed productions: 11	Duration of new video: 4.5 hours		

52317 Podcast

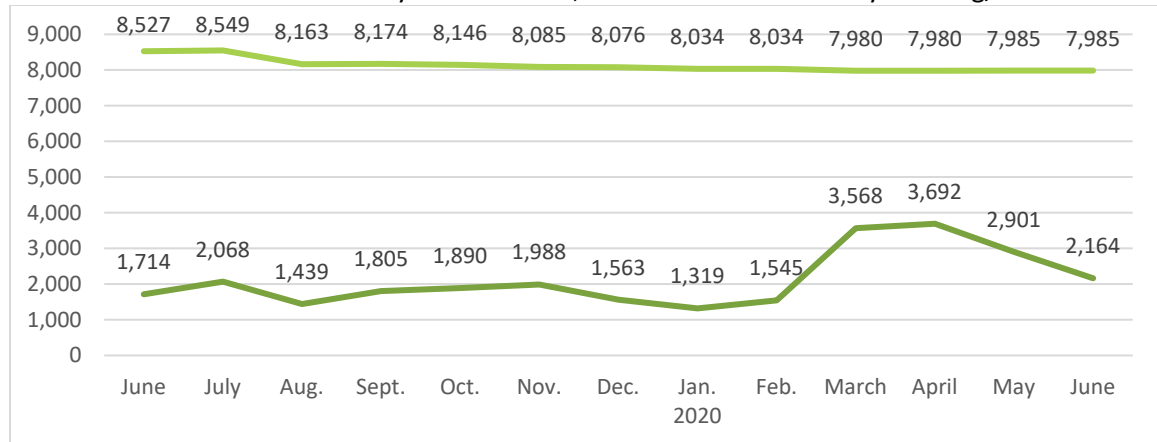
Release schedule is every three weeks; episodes can be found at northlibertyiowa.org/52317.



Downloads is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device since its publication. Numbers are as reported by service provider LibSyn as of the date of this report. **Episodes** 38: Vanilla Beans & Daydreams; 37: North Liberty Fire Department; 36: ; 35: Realtor Ashley Bermel; 34: We Run; 33: South Slope (archive); 32: Heat Yoga Studio & Spa; 31: New Pioneer Co-op; 30: Learning Begins; 29: Bluebird Café; 28: GEICO; 27: Smash Juice Bar; 26: All the Way Up Studio; 25: Stoakes & Fell; 24: The Leaderboard; 23: Frontier Co-op; 22: Café Muse; 21: Heyn's Ice Cream; 20: North Liberty Aquatics; 19: Citywide Garage Sales

North Liberty Bulletin Email Newsletters

Release schedule is first Thursday of the month; subscribe at northlibertyiowa.org/subscribe.



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp.

Subject lines June: Stop and listen; May: How's everyone doing?; April: This is something else; March: Smell that smell; Feb: Mythbuster; Jan: New decade, new us.; Dec: Dreaming of a non-polar vortex winter; Nov: Pretty sure you didn't listen/Let's try this again; Oct: Between a rock and a soft place; Sept: Live your best lawn; Aug: 🍷🍷 Let's show 'em what we've got; July: Decade-long forecast; June: What about jetpacks?

Social Media

Month	Facebook		Twitter		Instagram	Nextdoor
	New likes	Reach	New follows	Impressions	Followers	Members
June 2020	95	37,016	53	81,200	2,080	4,522
May 2020	98	14,541	8	51,800	2,044	4,487
April 2020	43	15,703	25	73,500	1,996	4,455
March 2020	84	25,857	26	47,500	1,961	4,404
Feb. 2020	31	16,868	17	23,800	1,911	4,340
Jan. 2020	72	25,797	34	42,100	1,901	4,321
Dec 2019	34	11,762	12	34,100	1,868	4,280
Nov 2019	73	42,067	24	46,400	1,840	4,240
Oct 2019	104	36,908	23	49,700	1,820	4,219
Sept 2019	81	42,951	7	36,800	1,780	4,143
Aug 2019	72	18,317	8	40,000	1,760	3,993
July 2019	59	32,810	21	47,100	1,732	3,946
June 2019	97	36,203	27	31,500	1,691	3,845

Facebook new likes is the net number of new users liking the city's Facebook page; it does not include new *followers*.

Facebook reach is the number of unique users who saw any of the city's Facebook content, reported on a 28-day period. **Twitter new follows** is the net number of new users following the city on Twitter. **Twitter impressions** is the total number of times a tweet from the city was shown to a user. **Instagram new follows** is the net number of new users liking the city's Instagram account. **Nextdoor members** is the number of verified North Liberty residents who are users and able to receive our agency messages.

Website Statistics

Month	Sessions	Users	Pageviews	Pgs/Session	Avg Session
June 2020	22,535	15,909	44,379	1.97	1:22
May 2020	14,669	11,451	39,087	1.90	1:10
April 2020	18,727	13,796	34,990	1.36	1:10
March 2020	26,268	18,454	46,350	1.76	1:01
Feb 2020	14,211	10,558	29,875	2.10	1:18
Jan 2020	21,993	15,082	47,300	2.15	1:46
Dec 2019	17,879	12,571	38,918	2.18	1:23
Nov 2019	17,947	12,622	35,334	2.14	1:25
Oct 2019	20,233	14,122	43,473	2.15	1:24
Sept 2019	17,656	12,738	37,830	2.14	1:23
Aug 2019	20,191	13,891	44,800	2.22	1:30
July 2019	27,821	18,649	58,879	2.12	1:27
June 2019	30,713	20,378	65,434	2.13	1:19

Sessions is the number of time-bound user interactions with the website. **Users** is the number of unique devices loading the site in that month. **Pageviews** is the total number of pages loaded or reloaded. **Pgs/Session** is the number of pages loaded per session. **Avg. Session** is the average length, in minutes and seconds, of user interactions. All stats are monthly.



TO: City Administrator and City Council
FROM: Jennie Garner, Library Director
DATE: July 7, 2020
SUBJECT: Monthly Library Report

At a glance

Curbside services

	Library Hop pick ups	Print Jobs	Laptops	Masks	Seeds	Library Cards	Summer Reading Program Kits	Total
March	118	0	n/a	n/a	n/a	0	n/a	118
April	314	5	2	n/a	n/a	1	n/a	322
May	381	24	14	41	2	2	n/a	464
June	451	41	12	41	2	22	60	629

The following are numbers for items circulating each month, not including renewals.

	Total Items Checked Out
Mar	772
Apr	2204
May	1938
Jun	2014

Library News

The library began opening by appointment for very limited access on June 24, allowing just one patron in the building at a time for computer use, notary services, and the DMV kiosk. The kiosk has definitely been in high demand. Starting on July 6, we began taking appointments for shelf browsing and check out in addition to the other in-library services.

While we are still encouraging curbside services as the first option, we know some patrons really just want to be in the library and browse for materials. As a [Mask of Wellness](#) organization, the library asks all patrons to wear masks in the building. We have cloth masks for building use if patrons forget their masks at home and we also continue to offer free masks through the distribution program for patrons who may not have a mask but would like to take one to keep. For those patrons who prefer to opt out, we are still able to provide most services

via curbside but so far, patrons have been happy to wear masks so we can stay safe to stay open.

Patrons continue to find the library's electronic resources as well. June database use, which includes e-books and e-audios, was 6137, which is an increase of nearly 2000 uses compared to May. In addition, the New York Times use was over 1700 for the month. Wireless use was 271, which is obviously much lower than when the library is operating regular hours and capacity but still shows that people are able to take advantage of the free wi-fi available curbside.

Summer reading program looks very different but staff has been happy with pick up of the summer reading craft kits. Each week, staff has put together hundreds of kits for patrons to pick up at four summer lunch distribution locations in North Liberty.

	06/01	06/08	06/15	06/22	06/29	07/06
Craft (Family thru 3rd/All Ages)	Time Capsule	Magic Wands	T-shirt cape	Pan Flutes	Bike Decorating	Sidewalk Chalk Trolls
Made	390	400	470	350	372	500
Given	333	348	348	265	321	404
	06/01	06/08	06/15	06/22	06/29	07/06
Craft (T(w)een)	n/a	Dragon Egg	Wizard Hat	Greek Pottery	n/a	Yarn wrapped Unicorns
Made		150	100	150		140
Given	n/a	150	72	121	n/a	133
	06/01	06/08	06/15	06/22	06/29	07/06
Craft (Adult)	T-shirt tote	Seed Kit	Stress Ball	Macrame Key Chain	Journal	Beaded Bookmark
Made	50	50	50	50	50	50
Given	43	50	50	39	38	50

Adults seem particularly delighted that there are craft options each week for them as well as the kits for kids.

Rather than virtual pictures this month, I wanted to share some of the handouts and flyers we've developed to assist with services and information during the pandemic closure and with reopening. You'll see that we try to fit multiple handouts on a single page so there are duplicates in what you're seeing but it gives the idea. Scroll down to view.

The North Liberty
Community Center is a
Mask of Wellness
organization



By promoting mask use in the community,
we reduce the chance of spreading the virus in
the workplace and to others in the community.

Home-made cloth masks are worn to protect
the health of our community and neighbors.
The masks protects those around you, it is
not meant to protect you from contracting
COVID-19.

#themaskofwellness

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#themaskofwellness

This mask is provided for you by a kind community member & distributed through the North Liberty Library

This mask is provided for you by a kind community member & distributed through the North Liberty Library

Effective use of your mask:

- 🧐 Wash your mask before you wear it
- 🧐 Wear the mask snugly covering both mouth and nose
- 🧐 Avoid touching the fabric while wearing or you risk contaminating your hands
- 🧐 It is recommended that you wash daily with warm water after use
- 🧐 Store your mask in an unsealed plastic zipper baggie or a paper bag

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FOR YOUR HEALTH



PATRON NAME :

Library staff are sanitizing all library materials before checkout and upon return to the library. We also encourage you to use common sense when it comes to your health and well-being while handling library materials :

 Wash your hands before and after

 Avoid touching your mouth or face

 Wait to eat or snack

To set up another Library Hop appointment :

 : 319-626-5701

 : northlibertylibraryservices@gmail.com

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LAPTOP HOP

PATRON NAME :

Laptop was fully charged and sanitized before being brought to your vehicle

Usage is limited to one hour to conserve battery life

- an additional 15 minutes may be added upon request
- to do this call the library at 319-626-5701 before your time has ended

For printing, email documents to :
northlibertylibraryservices@gmail.com

- Staff will print them for you and bring them out when you are finished the with laptop
- Up to 10 pages free of charge
- Additional pages are \$.10/page - cash or coin only

The laptop must be powered down and returned by 4:50 pm to receive your deposit item back

Please call 319-626-5701 when you are finished

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{ WE'RE STILL HERE TO HELP YOU! }

Though our building is closed to the public, we are still offering these no contact services to support our community.



Free Wi-Fi



Laptop Hop

- Contact us to use a library laptop in your car



Library Hop

- Call or email us to check out up to 6 items per account



Primary Hop

- A special Library Hop with a "Librarian's Dozen" of randomly selected books for younger readers



Printing

- Email us your documents to be printed. First 10 pages free!

For more information & instruction visit :
northlibertylibrary.org



Monday-Friday : 8am - 5pm



319.626.5701



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**STAY
SAFE to
STAY
OPEN**

Welcome to the
North Liberty Library



Mask On.



Sanitize Up.



Spread Out.

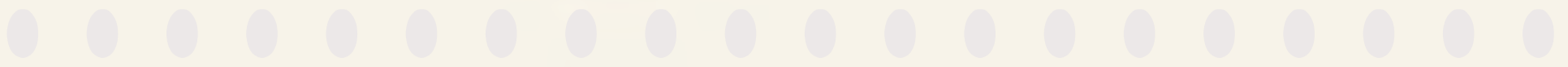
If you're sick, please stay home! **#StopTheSpread**

Questions? Please call : 319.626.5701



For more information visit:
northlibertyiowa.org/coronavirus

If you
check
it out



Please
check
it out



(Please take if you touch)



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

From **Guy Goldsmith, Director of Parks, Building and Grounds**
Date **July 7, 2020**
Re **Monthly Report**

The Parks Department continues to make sure that our trails and outdoor spaces are safe for our residents that use our trails and parks. Our trails continue to be heavily used while playgrounds and organized sports have recently re-opened. The splash pad will remain closed to the public.

We continue to pick up park/trail trash receptacles and pet waste stations this past month.

We maintained equipment as needed this month.

We performed various building maintenance tasks as needed this month. We oversaw the Rec Center parking lot repair/sealing and the Rec Center outside masonry tuckpoint repairs.

We continue to maintain ball fields and facilities. We have increased our maintenance due to the recent startup of baseball/softball practice and games.

Mowing and trimming continues to be a majority of our responsibilities. Up until now the abundance of rain and cooler temperatures has made for an idea growing season. We continue to mow approximately 275 acres weekly and some areas require a second weekly mowing.

We performed ground and landscape maintenance. This is the time of the year when weed pressure in our landscape areas require additional time and effort. With the continued additions of streetscapes; extra staff time has been required to maintain these areas.

We continue with the development of Red Fern Dog Park. We are currently finishing up the construction of the two new shelters and will be installing new benches in the near future. The turf grass is growing and thickening. We anticipate a soft opening of the dog park later this fall to allow for turf grass establishment prior to opening.

Parks staff installed additional playground equipment at the Rec Center and graded the area for drainage. A new concrete border has been installed around the playground for added accessibility.

We continue to repair various concrete trail areas. With the recent heat wave, we have been busy with concrete trail lifting and buckling problems.

We attended St Andrews Drive Progress meetings and Ranshaw House Improvement project meetings with Shive Hattery.



North Liberty Police Monthly Report June 2020

Training:

- Members completed Implicit Bias online training for 1 hour through the US DOJ COPS office. (24 hours)
- New Employees completed 6 hours of taser training and both volunteered to be tased. (12 hours)
- Systemic Racism in Law Enforcement presented by Retired Chief Harry Dolan 2 hours online with 6 officers. (12 hours)

Public Relations:

- Several community members and businesses dropped off snacks, donuts, notes/cards, care packages, and food for the officers to show their support. Thank you to Jimmy Johns, HyVee, Mosely's, Richardson Family, and to all the others that did not leave their name. We really appreciated it.
- Chief spoke at the peaceful protest in Penn Meadows Park.
- Officers provided sidewalk chalk and water for folks during a Chalk the Walk demonstration at our police department.

Equipment:

- Fireballs were ordered and placed in every police vehicle. We will have a couple also placed in the server and mechanical room at the new PD.
- We went in with the Street Department to purchase two speed radar signs that can be deployed in residential neighborhoods to get true speed readings. One is concealed and one is unconcealed.

Enforcement:

- At the request of area law enforcement during the protest and rioting at the mall, officers were called to assist or handle other calls for service in Iowa City, Johnson County, and the Coralville area.
- We also assisted with the protection of the jail and courthouse with our NL members of the Johnson County Tactical team.
- For the first 6 months of 2020, we have seen a 30% decrease in calls for service for the same time frame in 2019. The majority of this is during the COVID shutdown.

Traffic Contacts	110
Parking Contacts	22
Vehicle Inspections	11
Vehicle Unlocks	21
Crash Investigations	26
Public Assists	236
Assist other Agency	108
Crimes Against Persons Report	13
Crimes Against Property Report	31
Other Reports	21
Arrests	19
Warrants	4
Alcohol/Narcotics Charges	8
Crimes Against Persons Charges	5
Crimes Against Property Charges	0
Other Charges	14
Animal Calls	40
Total Calls for Service	1633
*Total Calls for Service for the year	10098

Department Admin:

- Liz Monroe started with the police department and will be badge number 24. She will attend the August police academy.
- We currently have two members deployed with the Iowa National Guard. One is helping with COVID testing and the other one is overseas for a 10-month deployment.
- Cade Burma started his online training with the Iowa Law Enforcement Academy. He will travel to the police academy in July for in-person training.
- The chief attended the ILEA Council Meeting, several local police chiefs' meetings during the protests, and the executive board meeting with the Iowa Police Chief's Association.
- The Chief also attended a meeting with local law enforcement representatives and members of the NAACP to come up with a game plan for moving forward for any reform measures locally and across Iowa.
- The department reviewed at the request of members of the public several police reform issues to make sure our current policies are the best practices and meeting the expectations of the reform groups. So far, the policy has spelled out the expectations to meet the 8 Can't-Wait, Campaign Zero, and the PERF 30 guiding principles for law Enforcement on Use of Force.
- We signed a MOU with all local law enforcement agencies for a duty to intercede for an excessive use of force and did not depend on agency, rank or tenure.
- All policies were also updated with the most current legal bias language to include all protected classes. We also made several of the policies public on the police department's website.
- Records, the Lt, and I have been compiling and updating the stats for race-related traffic stop and arrest for the past three years. We are also looking at searches, use of force, and complaints that we will make public information about what we are legally allowed.
- We opened the front lobby of the police department back up after the COVID shut down on June 8th.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 7/6/2020



To **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **June 29, 2020**
Re **Monthly Report – June 2020**

Operations continue to involve “patience” as we roll with COVID19 pandemic and take a dial, phased approach to re-opening.

COVID19 Update - June:

We continue as split staff teams, alternating working from office and home. Recreation staff on remote days began assisting with the Summer Lunch Program. On recreation side, we are operating with FT Staff only, no part-time building monitors covering weekends or filling in on extra shifts. The facility remains closed to public, but it has been busy trying to communicate the changes in operations, program specific information and having scheduled appointments and membership purchases completed on-line.

Programs:

Most summer programming has been canceled. Some fitness classes are being offered virtually. Registration has been postponed, indefinitely. Staff continues to research new ways to provide recreation programs.

This is the time of year that we work on the Fall Activity Guide. We have decided not to publish an activity guide as many unknowns still exist. We will utilize the City website as well as our Recdesk software to promote programs as they are offered.

Summer Camp:

Matt Fielder and his part-time staff have made a great transition to offer our Summer Camp program. Summer fun has been altered in no field trips, no swimming, and requirement in wearing masks. We continue to average around 35-40 participants. We have refunded close to \$8,000 in summer camp fees this month. Our BASP program may be impacted as school districts try to find alternate ways of teaching in preparation for the Fall. Staffing may be impacted as well.

Swim Lessons:

The hard decision was made to not offer any swim lessons over the summer. Luckily, we postponed registration so we did not have to process refunds.

Outdoor Pool:

We made another hard decision in not opening the Outdoor Pool for the summer.

Indoor Pool:

Ashley Bjork and her part-time staff members have worked hard in preparations to re-open. On June 15, the Indoor Pool opened up on limited hours for lap swim for members only, by appointment only. As soon as the word got out we have been maxed at 48 swimmers per day. As of July 6, we are expanding time slots in accordance to our regular Monday-Friday hours of operation. Members have been very grateful in having this opportunity to swim.

Weight & Exercise Area:

Preparing for weight & cardio area to re-open for members only, by appointment only beginning Monday, July 6, 2020. Setting limit at (20) exercisers per time slot; max of 220 users per day. Opening to members only, gives us contact information/communication avenues if things change and if we need to alter operations.

Memberships:

We have seen both; requests for refunds and now with re-opening may see spurt in revenue as new memberships are purchased. This month we have seen a loss (-) \$1,600 in weight & exercise fees and spurt (+) \$1,828 in pool pass revenue.

Rentals:

Facility remains closed for rentals.

Daily Fees:

No daily fees to report due to closure.

Additional Reports:

Recdesk Monthly Revenue

Recdesk Dashboard Summary

Recdesk Membership Summary

Revenue By Period - GL Account Summary

Start Date: **6/1/2020 12:00 AM** End Date: **6/28/2020 11:59 PM**

Payment Methods: **CA, CK, CC, IC, EC, CR**

User(s)/Cashier(s): **- All -**

Regular Revenue

[illegible]

Revenue By Period - GL Account Summary

Start Date: 6/1/2020 12:00 AM End Date: 6/28/2020 11:59 PM

Payment Methods: CA, CK, CC, IC, EC, CR

User(s)/Cashier(s): - All -

010-4-1-4592 - Field Rentals/Tennis Courts												
-725.00	-725.00	0.00	175.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	-1,300.00	0.00
Split - Membership - Black & Gold												
-900.00	-900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-900.00	0.00
-8,367.50	-8,611.16	0.00	280.00	8,122.00	7,878.34	0.00	0.00	\$0.00	1,260.00	2,250.00	-18,174.50	-2,105.00

** Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

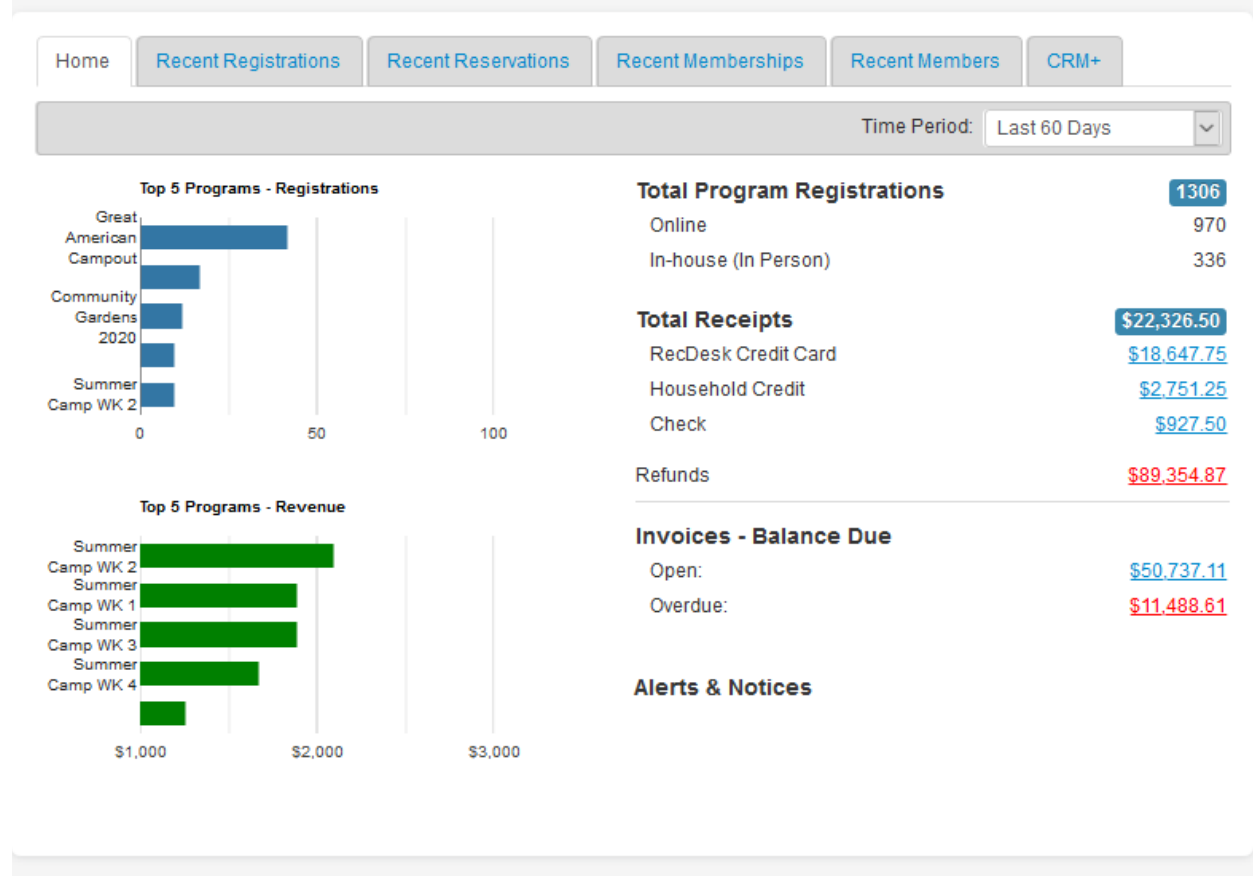
Sales Tax

DEBITS											CREDITS	
**Gross	**Net	Cash	Check	CC (Gross)	CC (Net)	ACH (Gross)	ACH (Net)	Internal CC	Acct Credit	Other	Refunds	Other
		0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00		0.00

** Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

RecDesk Dashboard Summary; last 60 days:

Today is Monday, June 29, 2020



Membership Summary by Month

Today is Monday, June 29, 2020

Memberships By Period

Membership Counts (By Period)

Time Range

From Date

To Date

Apply Filters

This Month

6/1/2020

6/30/2020

Clear All

List Actions

Summary By Month

Jun, 2020	
New Primaries	52
All New	55
Primary Renewals	1
All Renewals	1
Active Primaries	2447
All Active	2854



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Street Superintendent Michael Pentecost**
Date **July 1, 2020**
Re **Street Department Staff Monthly Report for June**

The following items took place in the month of **June** that involved the Streets Department.

- Locating of City Utilities (397 job tickets) ongoing
 - a. This is equal from June 2019
- Continued animal control services (7 responses to animal issues)
- Cemetery plot locates (3 in total)
- Projects/Meetings
 - a. St. Andrews Drive Reconstruction project is about 50% complete
 - i. Progress meetings held every other week
 - ii. Contractor is about 3.5 weeks behind schedule
 - iii. The city has remained in contact with the affected home owner and CCA School District
 - b. Ranshaw Way Phase 5
 - i. More utility identifications
 - ii. Working with various property owners that the project could or will affect
 - c. Southwest Growth Project
 - i. Some mobilizing of equipment and supplies
 - ii. Contractor is significantly behind schedule
- Street sweeping material hauled to Iowa City Landfill totally 148 tons costing \$6838
- Salt conveyed/stacked in salt shed
 - a. Continue to thin sand mix to minimize sweeping costs
 - b. Storage building filled for next season
- Traffic signal detection repairs at Ranshaw Way and Westwood Dr
- Storm Sewer
 - a. Finished grading along S Jones Blvd agricultural ground in attempts to prevent silt on trail and roadway
 - b. Storm sewer structure repairs in various locations
 - c. Working with contractor for police station on storm pipe drainage issue
 - d. Monitored and cleaned debris from drainage areas in problematic locations
- Sanitary Sewer
 - a. Scheduled contractor for July to open up 3 main crossings under Ranshaw Way that have reduced capacity because of tuberculation
- Concrete repairs

- a. 11 locations repaired in the West Lake area
 - b. All repairs completed in West Lake subdivision
- Street Painting
 - a. Symbols and lines on Ranshaw Way at 240th/Scales intersection Street
 - b. All of Scales Bend Rd
 - c. Penn St at I380 ramps
- Loaded and trucked large black dirt pile off police station site to be used in other city projects
- Protests in Iowa City, Coralville, and North Liberty
 - a. At the request of Johnson County Emergency Management, NL staff transported and installed large concrete barricades in various locations in Coralville and Iowa City over the course of multiple days
 - b. Staff removed vandalism on street signs, electric cabinets, streets, sidewalks and bridges on multiple days and locations
- Covid-19 preparations
 - a. Continued cleaning and disinfection of all street dept. buildings and equipment
 - b. Regular meetings with management team and staff on updates and procedures
 - c. Daily health reports and visitor information data collected
 - d. Staff is still operating as 2 teams based out of the old shop and new shop



West Lake concrete repair



Concrete barricades being hauled to the Johnson Co. Sherriff Office



Salt and sand mix stacked with conveyer filling building



To **City Council, Mayor and City Administrator**
From **Drew Lammers**
Date **July 1, 2020**
Re **June 2020 Water Pollution Control Plant (WPCP) Report**

1. All scheduled preventative maintenance at the plant and lift stations was completed. Staff stayed very busy with numerous operational jobs throughout the month.
2. This month's staff safety meeting was on Confined Space Entry. Employees completed the target solutions tasks and also reviewed safety training topics as a group. WPCP dept. is currently updating our confined space entry program.
3. Staff continued working with the split staffing action plan due to COVID. All employees are onsite as regularly scheduled but remain working individually or in separated groups as much as possible. Daily health reporting, cleaning, and disinfecting is continuing as we proceed.
4. 799.5 wet tons of Bio-solids were hauled to a local farm field and stockpiled until weather permits and application equipment becomes available from another job. Immediate application is preferred over stockpiling of bio-solids but was not an option due to our continued solids production, storage space, and equipment availability of the hauling contractors. Our Class B bio-solids meets all regulation criteria acceptable for stockpiling.
5. All submersible mixers were pulled from the basins and inspected for proper operation, wear, and oil contamination. Staff also tested seal fail and over-temperature alarms for each submersible pump and mixer in our tanks. All equipment remains 100% operational.
6. Laboratory completed all DMR-QA testing and submitted results. This is annually quality assurance testing where we test unknown samples and report values to a separate accredited testing agency for acceptable limits. This testing is for federal EPA compliance and also is used for the state of Iowa proficiency testing compliance. Final testing results should be available to us sometime in August.
7. Several pallet shipments have been received containing membrane LEAP air retrofit parts. We are scheduled for 1 complete membrane train cassette replacement and all existing cassettes retrofitted to LEAP air in September. Suez will be sending a technician to assist our staff in all of the upgrades.

8. Delen Tusing (WPCP Operator 1 / Lab tech.) has been on active duty due to COVID-19 since April. He has been relieved of that duty but is currently starting a 1 year deployment for a local position with a joint taskforce between the military and local law enforcement officials. We are wishing Delen the best of luck and safety during his deployment and will be looking forward to his return next year.

Drew Lammers

WPCP Superintendent



To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **July 7, 2020**
Re **Monthly Report – May 2020**

In the month of June, we treated a total of 41,243,000 gallons of water, our average daily flow was 1,375,000 gallons, and our maximum daily flow was 1,660,000 gallons. The total amount of water used in the distribution system was 8.42% higher than last June.

We had a busy month with 8,690 accounts read, 31 re-reads, 270 finals, 0 shut-off, 3 re-connects for water service, 0 shut-off notices delivered, as we have suspended water disconnects during the COVID-19 crisis, 18 new meter set inspections, 12 meter change outs, 114 MIU change outs, assisted 2 customers with data logging information, and 48 calls for service. Our monthly total service work averaged 22 calls per day.

We spent several days last month installing 6 new sample stations. The IDNR requires as part of our monthly operating permit to collect 20 bacteria samples per month from the distribution system, we also use these stations for our daily distribution system samples, in order to meet the permit requirements the samples have to be collected from locations that give a good representation of the entire distribution system. Prior to COVID-19 we had 9 sample stations and would collect the remaining 11 samples from local businesses and other City buildings, IDNR has allowed us to alter our sampling plan and collect five samples per week using only the sample stations. We will be installing an additional 7 stations in the next few weeks and then re-write our sampling plan to reflect the new locations.

Northway Well and Pump and Lynch Excavating finished installing the new pitiless adapter and water main piping for Well 5. Northway has received the new pump and motor, the pump impellers are being trimmed, and then the pump will need to be tested before installation.

The meter department has been able to change out 114 of the 1st generation radio units (MIU's), we have around 2,000 that are nearing the 20-year mark. The new MIU's are needed for the latest Neptune software update and will allow us data recording capabilities, having that data is very helpful when trying to locate the source of a high bill.

Water Superintendent
Greg Metternich



Planning Commission
July 7, 2020

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.

Roll Call

At 6:32 p.m., Keogh called the July 7, 2020 Regular Session of the North Liberty Planning Commission to order. Commission members present: Josey Bathke, Jason Heisler, Becky Keogh, Jessica Marks, Kylie Pentecost and Patrick Staber; absent: Barry A'Hearn.

Others present: Ryan Rusnak, Ryan Heiar, Tracey Mulcahey, Grant Lientz, Kevin Trom, Doug Brain, and other interested parties.

Approval of the Agenda

Staber moved, Heisler seconded to approve the agenda. The vote was all ayes. Agenda approved.

Election of Chairperson

A'Hearn arrived at 6:33 p.m.

Bathke moved, Staber seconded to elect Becky Keogh as Chair. The vote was all ayes. Election approved.

Election of Vice-Chairperson

Bathke moved, Pentecost seconded to elect Patrick Staber as Vice-Chair. The vote was all ayes. Election approved.

Linn County REC Site Plan

Staff Presentation

Ryan Rusnak presented the request of Linn County Rural Electric Cooperative Association to approve a site plan at the south 280 feet of Lot 104 of Inter-City Industrial Park, Part Two, located at 835 240th Street. Staff recommends approval with the following conditions:

1. That additional landscaping be placed along the south property line to mitigate a potentially use intense future use; and
2. That the site plan/architectural rendering be amended to incorporate the review comments from the Fire Marshal prior to City Council's consideration of the site plan.

Applicants Presentation

Doug Brain, Brain Engineering, was present on behalf of the applicant and offered to answer questions that the Commission might have.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including Jones Boulevard connection, traffic concerns on 240th, and the landscaping request.

Recommendation to the City Council

Marks moved, Staber seconded move that the Planning Commission accept the two listed conditions and forward the site plan to the City Council with a recommendation for approval subject to the two conditions recommended by City staff. The vote was: ayes – Pentecost, Marks, Heisler, Staber, Bathke, Keogh, A'Hearn; nays – none. Motion carried.

Approval of Previous Minutes

Staber moved, Heisler seconded to approve the minutes of the May 5, 2020 Planning Commission. The vote was all ayes. Minutes approved.

Old Business

No old business was presented.

New Business

Rusnak reported that two rezoning applications will be on the agenda next month. Staff and the Commission discussed future meetings in person.

Adjournment

At 6:52 p.m., Marks moved, Staber seconded to adjourn. The vote was all ayes. Meeting adjourned.

City Council
July 14, 2020
Regular Session
6:30 p.m.

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 tmulcahey@northlibertyiowa.org.

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 www.youtube.com/channel/UCrCw6ipAPjJnd-olpRgPJcg. You can also attend by phone; call 1 (312) 626 6799 with a touch-tone phone and to enter the meeting ID 891 4917 9135 and nine-digit meeting password 868273865. 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 23, 2020
 - B. Claims
 - C. Liquor License Renewal, Casey's #2788
 - D. Liquor License Renewal, Tin Roost
 - E. Liquor License Renewal, Smokin' Joes
5. City Engineer Report
6. City Administrator Report
7. Mayor Report
8. Board/Commission appointments

- A. Discussion and possible action on Mayoral Board and Commission Appointments
- 9. Social Service Application
 - A. Discussion and possible action on application from Families, Inc.
- 10. Kahler Settlement Agreement
 - A. Resolution Number 2020-57, A Resolution authorizing Settlement Agreement with Michael J. Kahler and Tamara S. Kahler
- 11. Harvest Estates II, Part Six
 - A. Resolution Number 2020-58, A Resolution approving the Developer's Agreement for Harvest Estates II, Part Six
- 12. Ranshaw Way, Phase 5
 - A. Resolution Number 2020-59, A Resolution issuing approval to proceed with a public improvement, the Ranshaw Way, Phase 5 Improvement Project
- 13. Vintage Estates
 - A. Second 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
- 14. Water Rate Update
 - A. Third and adoption 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
- 15. Chapter 180 Ordinance regarding Minimum Low Openings on Plat Requirement
 - A. Second 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. Second 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. Second 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. Second 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. Second 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. Second 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