



**North Liberty City Council  
Regular Session  
September 22, 2020**



# **City Administrator Memo**



To **Mayor and City Council**  
 From **Ryan Heiar, City Administrator**  
 Date **September 18, 2020**  
 Re **City Council Agenda – September 22, 2020**

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### 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 (09/08/20)
- Claims
- August Revenues
- August Treasurer’s Report
- Pay Application #2, SW Growth Area Water & Sewer Extensions, Boomerang Corporation, \$40,169.54
- Pay Application #6, St. Andrews Drive Project, Metro Pavers Inc., \$296,312.98

### Meetings & Events

Tuesday, Sep 22 at 6:30p.m.  
City Council

Tuesday, Oct 6 at 6:30p.m.  
Planning Commission

Thursday, Oct 8 at 7:00p.m.  
Parks & Recreation Commission

Tuesday, Oct 13 at 6:30p.m.  
City Council

Wednesday, Oct 14 at 7:00p.m.  
Tree & Storm Water Board

### Doran Rezoning Request, Third & Final Reading

Tyler and Jennifer Doran are requesting a zoning map amendment at 1475 S. Jones Blvd. to allow the future subdivision of their one-acre parcel into two lots. Once a future subdivision plat is approved, a new home would be constructed on the western lot adjacent to Chipman Lane. A good neighbor meeting was held on June 9, 2020. No objections to the request have been received. The Planning Commission unanimously recommended approval of the request at its August 4, 2020 meeting. Staff recommends the City Council approve the request as well.

### LJP Rezoning Request, Third & Final Reading

LJP Management, LLC is requesting a zoning map amendment at 205 W. Penn St. to allow the residence to be occupied as a professional office (financial advisor). This does not qualify as a home occupation because the business owner would not reside at the property. The RS-O District is very restrictive and only allows a residence to be used as a professional office, prohibits business signage and limits a maximum of seven employees. This is designed to protect existing neighborhoods and not introduce new

commercial zoning to an area. Staff views the RS-O District as being compatible in this location due to the mentioned restrictions and the proximity to the intersection of two arterial streets. A good neighbor meeting was held on June 9, 2020. No objections to the request have been received. The Planning Commission unanimously recommended approval of the request at its August 4, 2020 meeting. Staff also recommends approval of this zoning change request.

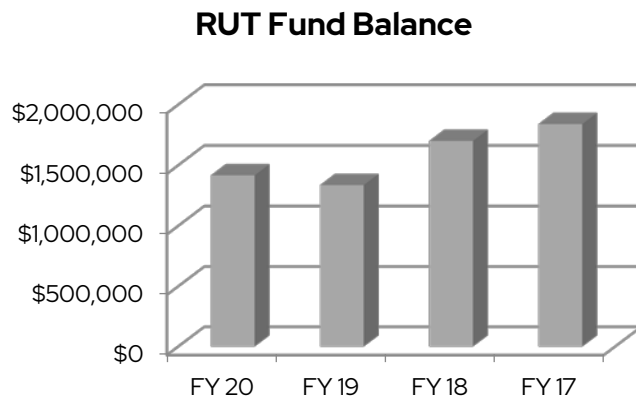
## Zoning Ordinance Revisions, First Reading

This is a staff initiated amendment to the Zoning Ordinance. Changes include amending definitions, which in part include diagrams, amending the regulations for accessory buildings, reorganizing yard and height regulations into table format, and updating certain design standards. One of the proposed changes, increasing the maximum garage size for larger lots, was a suggestion from a citizen who was recently denied a variance by the Board of Adjustment. Staff agrees that larger lots should have the option for a bigger garage.

Staff is taking a phased approach to modernizing and making the Zoning Ordinance more user friendly. Another amendment is anticipated in the near future.

## FY20 Street Finance Report

Included in the packet is the Street Finance Report for FY 20, which is required to be completed and filed with the Department of Transportation annually. In summary, the Road Use Tax revenues for the year totaled \$2,352,124 million and expenditures came in at \$2,213,008 million. The reserve fund now totals \$1,839,930 million, approximately 78% of revenues.



## Investment Policy Update

The City's investment policy is required to be reviewed by the City Council every three years, and if necessary, updated. There are no significant updates proposed; however a minor technical update includes replacing city treasurer with city clerk throughout the document, which reflects current practice. Staff recommends approval of the revisions.

## Purchasing Policy Update

After consulting with the City's auditing firm, staff is recommending revisions to the purchasing policy, which was last updated in 2009. The most significant update is the addition of a section specific to spending federal grant money (pages 12-23). Other changes include adding two categories to the list of on-going expenses, and various other edits throughout the document to improve clarity within the process and delete redundant text. Staff recommends approval of the revised policy.

## The Preserve Part 4 Developer's Agreement

Part 4 of The Preserve subdivision includes the extension of Alexander Way and 24 single family lots directly adjacent to Centennial Park. The developer's agreement is on the agenda, which identifies various obligations of the City and the developer, including the fees required by the developer, totaling just over \$67,000. Staff recommends approval of the agreement.



# **Agenda**

**City Council**  
September 22, 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](mailto:tmulcahey@northlibertyiowa.org).

This meeting may be accessed live by the public on the internet at [northlibertyiowa.org/live](http://northlibertyiowa.org/live), on Facebook at [facebook.com/northliberty](https://facebook.com/northliberty) or on YouTube at [www.youtube.com/channel/UCrCw6ipAPjJnd-olpRgPJcg](https://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 840 8106 5977 and nine-digit meeting password 679800731. Meetings are rebroadcast on cable and available on-demand on [northlibertyiowa.org](http://northlibertyiowa.org).

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
  - A. City Council Minutes, Regular Session, September 8, 2020
  - B. Claims
  - C. August Revenues
  - D. August Treasurer Report
  - E. SW Growth Area Water & Sewer Extensions, Pay Application Number 2, Boomerang Corporation, \$40,169.54
  - F. St. Andrews Drive Project, Pay Application Number 6, Metro Pavers, Inc., \$291,312.98

5. City Engineer Report
6. City Administrator Report
7. Mayor Report
  - A. Domestic Violence Awareness Month Proclamation
  - B. Arbor Day Proclamation
  - C. Good Neighbor Day Proclamation
8. Doran Rezoning Request
  - A. Third consideration and adoption of Ordinance Number 2020-12, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located at 1475 South Jones Boulevard located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-4 Single-Unit Residence District
9. LJP Rezoning Request
  - A. Third consideration and adoption of Ordinance Number 2020-13, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located at 205 West Penn Street located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-O Single-Unit Residential Special Use District
10. Zoning Ordinance Update
  - A. Public Hearing regarding proposed Zoning Ordinance amendments
  - B. Planning Commission and Staff recommendation
  - C. First consideration of Ordinance Number 2020-14, An Ordinance amending Section 167.01 Code of Ordinances of North Liberty, Iowa, entitled "Definitions" by amending certain definitions, adding exhibits and deleting certain definitions, by amending various sections in Chapter 169 Code of Ordinances of North Liberty, Iowa, entitled "Development Regulations" by amending Section 169.06 entitled "Location of Access Building and Uses" by allowing an increased size for detached accessory buildings based on lot size, by allowing greenhouses, ground mounted solar systems and flagpoles, by reorganizing Section 169.06 and by deleting certain provisions in Section 169.06, by amending Section 169.08, entitled "Supplemental



Yard and Height Regulations” by reorganizing Section 169.08 in table format, by correcting conflicting provisions and by amending Section 169.12 , entitled “Design Standards” by removing ID, RD and R-FB Districts from earth tone color requirements, by better defining earth tone colors and by allowing flexibility in roof color as long as it is compatible with the design of the building

11. Street Finance Report – FY 20
  - A. Resolution Number 2020-75, A Resolution approving the City Street Financial Report for the Fiscal Year ending June 30, 2020
  
12. Investment Policy
  - A. Resolution Number 2020-76, A Resolution approving the Investment Policy for the City of North Liberty, Iowa
  
13. Purchasing Policy
  - A. Resolution Number 2020-77, A Resolution approving the Purchasing Policy for the City of North Liberty, Iowa
  
14. The Preserve - Part Four
  - A. Resolution Number 2020-78, A Resolution approving the Developer’s Agreement for The Preserve – Part Four
  
15. Old Business
  
16. New Business
  
17. Adjournment



# **Consent Agenda**

**CITY COUNCIL**  
**September 8, 2020**  
**Regular Session**

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

**Call to order**

At 6:30 p.m. Mayor Donahue called the September 8, 2020 Regular Session of the North Liberty City Council to order. Councilors present: RaQuishia Harrington, Chris Hoffman, Annie Pollock, Brent Smith and Brian Wayson.

Others Present: Ryan Heiar, Grant Lientz, Ryan Rusnak, Mary Byers, Brian Platz, Jon Marnar, Alan Wieskamp and Nick Halfhill.

**Approval of the Agenda**

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

**Consent Agenda**

Wayson, moved, seconded by Harrington, to approve the Consent Agenda including City Council Minutes, Regular Session, August 25, 2020; Claims; Aquatic Center HVAC Project, Apex Construction, Pay Application Number 1, \$400,067.80; Liquor License Renewal; Mirabito's Italian; Liquor License Renewal, Zio Johnno's. The vote was all ayes. Consent agenda was approved.

**City Engineer Report**

Ryan Heiar reported on the progress of the St. Andrews Drive Project and the new timeline for the sidewalk and street to be opened.

**City Administrator Report**

Ryan Heiar reported on the Fire Station improvements. Iowa League of Cities Conference is next week and Heiar encouraged councilors to participate in classes and workshops. Storm cleanup from derecho is over for pickup at the curb, but appointments can still be made for drop offs at the city shop until September 14<sup>th</sup>. The city has applied for \$250,000.00 of reimbursement for cost related to COVID-19 for the period of March-July 2020. The city is eligible to apply for additional funds later this year for the period of August –October 2020.

**Mayor Report**

Extreme Arena Invite is this Thursday and Mayor encouraged attendance. The Mayor thanked everyone who attended the virtual ribbon cutting for the Police Department.

### **Cliff Jumping Sheep Subdivision Preliminary and Final Plat**

John Marner, MMS Consultants, was there for questions from the Council.

Rusnak reported that the Planning Commission and Staff recommend approval with no conditions.

Harrington moved, seconded by Hoffman to approve Resolution Number 2020-68, A Resolution approving the Preliminary Plat and Final Plat for the Cliff Jumping Sheep Subdivision, North Liberty, Iowa. After discussion, the vote was: ayes—Smith, Pollock, Harrington, Hoffman, Wayson; nays—none. Motion carried.

### **Casey's Marketing Company Site Plan**

Nick Halfhill, Caseys Marketing Company, presented the Site Plan and took questions from the Council.

Staff and Planning Commission recommended approval with three conditions that are listed in the Resolution.

There was some discussion regarding the installation of a bike rack. Halfill said they typically rely on store managers to assess the need, but he would be happy to look further into this.

There was also a discussion regarding if there are any anticipated adverse traffic impacts. Rusnak stated that the store is on the smaller side and there is a turn lane being installed on Westwood Drive at Ranshaw Way.

Harrington moved, seconded by Wayson, to approve Resolution Number 2020-69, A Resolution approving the Development Site Plan for 600 Westwood Drive & 230 Sugar Creek Lane (Casey's General Stores), North Liberty, Iowa. The vote was: ayes—Harrington, Wayson, Pollock, Smith, Hoffman; nays—none. Motion carried.

### **Ranshaw House Project, Phase 2**

Discussion and possible action on removing from the table

Wayson moved, seconded by Smith to remove Ranshaw House Project, Phase Two from the table. The vote was: ayes—Harrington, Pollock, Wayson, Hoffman, Smith; nays—none. Motion carried.

Hoffman moved, seconded by Wayson to approve Resolution Number 2020-66, A Resolution accepting the bid and authorizing execution of the contract for the Ranshaw House Renovation Phase Two Project, North Liberty, Iowa to Wolfe Contracting, Inc with the cost reductions as noted in the letter submitted by Mr. Brian Wolfe. After discussion, the vote was: ayes—Hoffman, Wayson, Harrington, Smith, Pollock; nays—none. Motion carried.

### **Doran Rezoning Request**

Harrington moved, seconded by Hoffman, to approve the second consideration of Ordinance Number 2020-12, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located at 1475 South Jones Boulevard located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-4 Single-Unit Residence District. The vote was: ayes—Pollock, Hoffman, Smith, Harrington, Wayson; nays—none. Motion carried.

### **LJP Rezoning Request**

Smith moved, seconded by Pollock, to approve the Second consideration of Ordinance Number 2020-13, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located at 205 West Penn Street located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-O Single-Unit Residential Special Use District. After discussion, the vote was: ayes—Wayson, Smith, Harrington, Pollock, Hoffman; nays—none. Motion carried.

### **Assessment Resolution**

Wayson moved, seconded by Hoffman, to approve Resolution Number 2020-70, A Resolution assessing delinquent amounts owed to the City of North Liberty, Iowa to individual property taxes. The vote was: ayes—Hoffman, Harrington, Pollock, Wayson, Smith; nays—none. Motion carried.

### **Southwest Growth Area Utility Project**

Pollock moved, seconded by Hoffman, to approve Resolution Number 2020-71, A Resolution authorizing Crop Damage Settlement Agreement with Curtis Bowman. After discussion, the vote was: ayes—Smith, Harrington, Hoffman, Pollock, Wayson; nays—none. Motion carried.

### **Strategic Goals 2020**

Hoffman moved, seconded by Wayson, to approve Resolution Number 2020-72, A Resolution accepting the Goal Setting Session Summary Report prepared by Midwest Municipal Consulting, LLC for the City of North Liberty for 2020. The vote was: ayes—Harrington, Smith, Wayson, Pollock, Hoffman; nays—none. Motion carried.

### **Fire Department Agreements**

Fire Chief Brian Platz presented the resolutions and took questions from the Council.

Wayson moved, seconded by Harrington, to approve Resolution Number 2020-73, A Resolution approving the Automatic Aid Agreement between Tiffin Fire Association and the City of North Liberty

The vote was: ayes—Pollock, Smith, Wayson, Hoffman, Harrington; nays—none. Motion carried.

Harrington moved, seconded by Pollock, to approve Resolution Number 2020-74, A Resolution authorizing Agreement for Use of Fire Engine.

The vote was-ayes—Hoffman, Harrington, Pollock, Wayson; nays—none; absent—Smith. Motion carried.

**Board Appointment**

Hoffman moved, seconded by Wayson to approve the appointment of Jeremy Parrish to the Parks and Rec Board.

The vote was: ayes—Harrington, Wayson, Hoffman, Pollock; nays—none; absent—Smith. Motion carried.

**Old Business**

Wayson gave a Transit Committee update and reported how well it's going and have opportunity for additional changes in the future.

Hoffman thank the Mayor and Wayson on the work with the Transit Committee and Angela McConville's report on the progress.

**New Business**

Pollock encouraged people to continue their COVID19 safety practices and suggested reaching out to neighbors and friends who may be struggling. Pollock reported that on September 28<sup>th</sup> a virtual gathering for people to participate.

**Adjournment**

Mayor Donahue adjourned the meeting at 7:30 p.m.

By: \_\_\_\_\_  
Terry I. Donahue, Mayor

City Clerk

Attest:

\_\_\_\_\_

Mary Byers, Deputy

AUGUST 31ST, 2020

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	233,952.92	610,703.70
011-FIRE EQUIPMENT CAPITA	100.00	100.00
012-LIBRARY CAPITAL FUND	0.00	1,054.89
013-RECREATION CAPITAL FU	0.00	0.00
014-POLICE CAPITAL FUND	500.00	1,260.00
015-TRANSPORTATION IMPACT	0.00	0.00
016-STORMWATER CAPITAL	0.00	0.00
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	0.00	226,182.18
019-YOUTH SPORTS SCHOLARS	25.40	84.32
020-EQUIPMENT REVOLVING	0.00	0.00
021-TELECOMMUNICATIONS EQ	0.00	0.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	6.33	231.46
025-POLICE SEIZED FUNDS	0.00	0.00
026-HOTEL/MOTEL TAX	9,500.54	9,500.54
060-ROAD USE TAX FUND	193,632.78	501,291.16
061-STREET CAPITAL PROJEC	0.00	2,104,020.38
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	17,924.47	98,117.61
110-DEBT SERVICE FUND	3,158.15	35,155.44
210-TRUST AND AGENCY	5,504.31	18,490.44
280-CUSTOMER DEPOSITS	13,520.00	49,160.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	127.70	260.76
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	3,778,477.54
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	655,402.35
318-EC DEVELOPMENT PROJEC	0.00	0.00
319-PENN STREET IMPROVEME	0.00	0.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	2,893,028.02
322-LIBRARY BUILDING FUND	0.53	1.06
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	0.00
510-WATER FUND	375,548.16	738,867.55
511-WATER CAPITAL RESERVE	16,666.67	33,333.34
512-WATER SINKING FUND	170,675.42	341,350.84
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	0.00
520-SEWER FUND	432,580.19	856,593.59
521-SEWER CAPITAL RESERVE	53,868.58	107,737.16
522-SEWER SINKING FUND	118,862.08	302,724.16
523-WASTEWATER TREATMENT	0.00	0.00
524-SEWER TRUNK AND I&I	0.00	855,284.28
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	18,212.56	37,105.11
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	1,664,366.79	14,255,517.88

**CITY OF NORTH LIBERTY  
TREASURER'S REPORT  
August 31, 2020**

<b>FUNDS</b>	<b>BALANCE FORWARD 08/01/2020</b>	<b>REVENUE</b>	<b>EXPENSE</b>	<b>BALANCE ENDING 08/31/2020</b>
GENERAL	7,710,299.87	241,297.80	427,310.18	7,524,287.49
SPECIAL REVENUE	3,727,740.06	217,061.56	37,344.96	3,907,456.66
DEBT SERVICE	1,187,360.75	3,158.15	0.00	1,190,518.90
CAPITAL PROJECTS	-3,933,627.45	128.23	670,642.29	-4,604,141.51
WATER ENTERPRISE	4,086,848.31	544,485.93	515,408.92	4,115,925.32
WASTEWATER ENTERPRISE	6,498,728.69	583,175.86	507,337.57	6,574,566.98
STORM WATER ENTERPRISE	173,417.92	18,230.72	3,963.36	187,685.28
<b>TOTAL</b>	<b>19,450,768.15</b>	<b>1,607,538.25</b>	<b>2,162,007.28</b>	<b>18,896,299.12</b>



**Contractor's Application for Payment No. 2**

Application Period: August 1, 2020- September 4, 2020	Application Date: 9/8/2020
To (Owner): City of North Liberty	From (Contractor): Boomerang Corporation
Project: SW Growth Area Water and Sewer Extensions	Via (Engineer): FOX Engineering
Owner's Contract No.:	Contractor's Project No.: Engineer's Project No.: 2489-18A

**Application For Payment  
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions			
				1. ORIGINAL CONTRACT PRICE.....	\$	\$3,163,963.00
				2. Net change by Change Orders.....	\$	
				3. Current Contract Price (Line 1 ± 2).....	\$	\$3,163,963.00
				4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$248,570.00
				5. RETAINAGE:		
				a. 5.00% X \$248,570.00 Work Completed.....	\$	\$12,428.50
				b. X Stored Material.....	\$	
				c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$12,428.50
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$236,141.50
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$195,971.96
				8. AMOUNT DUE THIS APPLICATION.....	\$	\$40,169.54
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$2,927,821.50
<b>TOTALS</b>						
<b>NET CHANGE BY CHANGE ORDERS</b>						

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:


(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

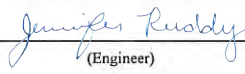
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

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**Contractor Signature**

By:  Date: 9/8/2020

Payment of: \$ 40,169.54  
(Line 8 or other - attach explanation of the other amount)

is recommended by:  9/16/2020  
(Engineer) (Date)

Payment of: \$ 40,169.54  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)

# ST. ANDREWS DRIVE

APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: City of North Liberty  
 Contractor: Metro Pavers INC.

Project: St. Andrews Drive Improvements

Contract #: 1184140

Pay App# 6  
 Date 9/14/2020

Contract Item	Description	Unit of Measure	Unit Price	Awarded		Current		To Date	
				Units Contracted	Original Contract Total	Unit	Cost	Unit	Cost
1.00	EXCAVATION CLASS 10	CY	\$ 8.60	30,810.0000	\$ 264,966.00	1690	\$ 14,534.00	30500	\$ 262,300.00
2.00	TOPSOIL, ON-SITE	CY	\$ 5.45	6,430.0000	\$ 35,043.50	1430	\$ 7,793.50	5860	\$ 31,937.00
3.00	CEMENT STABILIZATION-GEO	SY	\$ 8.25	13,695.0000	\$ 112,983.75		\$ -	13695	\$ 112,983.75
4.00	SUBASE, MODIFIED	CY	\$ 35.00	2,461.0000	\$ 86,135.00		\$ -	2461	\$ 86,135.00
5.00	RMVL OF STRUCTURE, LIGHT FIXT	EA	\$ 291.00	1.0000	\$ 291.00		\$ -	1	\$ 291.00
6.00	12"PVC SAN SEW FORCE MAIN, TRE	LF	\$ 82.00	134.0000	\$ 10,988.00		\$ -	134	\$ 10,988.00
7.00	RMVL OF SAN SEW, PVC, < TO 36"	LF	\$ 8.00	136.0000	\$ 1,088.00		\$ -	136	\$ 1,088.00
8.00	12" ST SEW RCP 2000D CLASS III	LF	\$ 36.00	225.0000	\$ 8,100.00		\$ -	225	\$ 8,100.00
9.00	15" ST SEW RCP 2000D CLASS III	LF	\$ 46.00	961.0000	\$ 44,206.00		\$ -	961	\$ 44,206.00
10.00	18" ST SEW RCP 2000D CLASS III	LF	\$ 38.00	208.0000	\$ 7,904.00		\$ -	208	\$ 7,904.00
11.00	24" ST SEW RCP 2000D CLASS III	LF	\$ 67.00	276.0000	\$ 18,492.00		\$ -	276	\$ 18,492.00
12.00	30" ST SEW RCP 2000D CLASS III	LF	\$ 77.00	184.0000	\$ 14,168.00		\$ -	184	\$ 14,168.00
13.00	36" ST SEW RCP 2000D CLASS III	LF	\$ 97.00	628.0000	\$ 60,916.00		\$ -	628	\$ 60,916.00
14.00	48" ST SEW RCP 2000D CLASS III	LF	\$ 173.00	20.0000	\$ 3,460.00		\$ -	20	\$ 3,460.00
15.00	RMVL OF ST SEW PIPE <36"	LF	\$ 10.50	396.0000	\$ 4,158.00		\$ -	396	\$ 4,158.00
16.00	PIPE APRON, RCP, 24"	EA	\$ 915.00	1.0000	\$ 915.00		\$ -	1	\$ 915.00
17.00	PIPE APRON, RCP, 36"	EA	\$ 1,425.00	1.0000	\$ 1,425.00		\$ -	1	\$ 1,425.00
18.00	PIPE APRON, RCP, 48"	EA	\$ 1,940.00	1.0000	\$ 1,940.00		\$ -	1	\$ 1,940.00
19.00	48" PIPE APRON FOOTING, CONCRE	EA	\$ 700.00	1.0000	\$ 700.00		\$ -	1	\$ 700.00
20.00	SUBDRAIN, LONGITUD TYPE 1, 6"	LF	\$ 9.35	4,670.0000	\$ 43,664.50		\$ -	4670	\$ 43,664.50
21.00	SUBDRAIN, FIELD TILE 6" NONPER	LF	\$ 13.48	205.0000	\$ 2,763.40		\$ -	205	\$ 2,763.40
22.00	SUBDRAIN CLEANOUT TYPE A1, 6"	EA	\$ 375.00	17.0000	\$ 6,375.00	7.5	\$ 2,812.50	8.5	\$ 3,187.50
23.00	SUBDRAIN OUTLETS/CONNECT 6"	EA	\$ 112.00	28.0000	\$ 3,136.00		\$ -	28	\$ 3,136.00
24.00	WATERMAIN TRENCHED PVC 12"	LF	\$ 43.00	1,012.0000	\$ 43,516.00		\$ -	1012	\$ 43,516.00
25.00	RMVL OF WATERMAIN	LF	\$ 10.00	600.0000	\$ 6,000.00		\$ -	600	\$ 6,000.00
26.00	FITTING, DUCTILE IRON 12"	EA	\$ 712.00	21.0000	\$ 14,952.00		\$ -	22	\$ 15,664.00
27.00	VALVE, GATE, DIP, 12"	EA	\$ 2,500.00	8.0000	\$ 20,000.00		\$ -	9	\$ 22,500.00
28.00	FIRE HYDRANT ASSY	EA	\$ 4,610.00	3.0000	\$ 13,830.00		\$ -	4	\$ 18,440.00
29.00	VALVE BOX EXTENSION	EA	\$ 560.00	2.0000	\$ 1,120.00	0	\$ -	0	\$ -
30.00	FIRE HYDRANT ADJUST	EA	\$ 1,900.00	1.0000	\$ 1,900.00		\$ -	1	\$ 1,900.00
31.00	FIRE HYDRANT ASSY RMVL	EA	\$ 650.00	2.0000	\$ 1,300.00		\$ -	2	\$ 1,300.00
32.00	MANHOLE, SW-401, 48"	EA	\$ 3,080.00	1.0000	\$ 3,080.00		\$ -	1	\$ 3,080.00
33.00	MANHOLE, SW-401, 72"	EA	\$ 5,640.00	2.0000	\$ 11,280.00		\$ -	2	\$ 11,280.00
34.00	MANHOLE, SW-401, 84"	EA	\$ 7,350.00	1.0000	\$ 7,350.00		\$ -	1	\$ 7,350.00
35.00	INTAKE, SW-505	EA	\$ 4,940.00	1.0000	\$ 4,940.00		\$ -	1	\$ 4,940.00
36.00	INTAKE, SW-509	EA	\$ 3,875.00	17.0000	\$ 65,875.00	3	\$ 11,625.00	17	\$ 65,875.00
37.00	INTAKE, SW-510	EA	\$ 4,255.00	3.0000	\$ 12,765.00		\$ -	3	\$ 12,765.00
38.00	INTAKE, SW-512, 24"	EA	\$ 1,285.00	1.0000	\$ 1,285.00		\$ -	1	\$ 1,285.00

# ST. ANDREWS DRIVE


Contract Item	Description	Unit of Measure	Unit Price	Awarded		Current		To Date	
				Units Contracted	Original Contract Total	Unit	Cost	Unit	Cost
39.00	INTAKE, SW-512, 30"	EA	\$ 1,510.00	4.0000	\$ 6,040.00		\$ -	4	\$ 6,040.00
40.00	MANHOLE ADJUST, MINOR	EA	\$ 1,450.00	2.0000	\$ 2,900.00	2	\$ 2,900.00	2	\$ 2,900.00
41.00	CONNECT OT EXISTING INTAKE	EA	\$ 935.00	1.0000	\$ 935.00		\$ -	1	\$ 935.00
42.00	RMV INTAKE	EA	\$ 605.00	4.0000	\$ 2,420.00		\$ -	4	\$ 2,420.00
43.00	9" PCC PVMT	SY	\$ 45.35	11,268.0000	\$ 511,003.80	178.6	\$ 8,099.51	11371.6	\$ 515,702.06
44.00	RMVL OF PVMT	SY	\$ 4.00	7,226.0000	\$ 28,904.00		\$ -	7329.6	\$ 29,318.40
45.00	RMVL OF SIDEWALK	SY	\$ 8.00	476.0000	\$ 3,808.00		\$ -	476	\$ 3,808.00
46.00	5" PCC SIDEWALK	SY	\$ 45.85	540.0000	\$ 24,759.00	540	\$ 24,759.00	540	\$ 24,759.00
47.00	6" PCC SIDEWALK	SY	\$ 34.00	3,436.0000	\$ 116,824.00	1124	\$ 38,216.00	3436	\$ 116,824.00
48.00	DETECTABLE WARNINGS, CAST IRON	SF	\$ 35.00	368.0000	\$ 12,880.00	208	\$ 7,280.00	368	\$ 12,880.00
49.00	6" DRIVEWAY TYPE A	SY	\$ 50.35	148.0000	\$ 7,451.80	148	\$ 7,451.80	148	\$ 7,451.80
50.00	DRIVEWAY, GRANULAR	TON	\$ 30.00	31.0000	\$ 930.00	31.2	\$ 936.00	31.2	\$ 936.00
51.00	BITUMINOUS PCC UNIT PAVERS BED	SF	\$ 17.23	4,256.0000	\$ 73,330.88	898	\$ 15,472.54	4208	\$ 72,503.84
52.00	GRANULAR PCC UNIT PAVERS BED	SF	\$ 24.25	1,819.0000	\$ 44,110.75	319	\$ 7,735.75	1819	\$ 44,110.75
53.00	PCC SUBSLAB OF UNIT PAVERS	SY	\$ 45.85	473.0000	\$ 21,687.05	150	\$ 6,877.50	473	\$ 21,687.05
54.00	30" PCC RIBBON CURB	LF	\$ 36.35	248.0000	\$ 9,014.80	248	\$ 9,014.80	248	\$ 9,014.80
55.00	RMVL OF TYPE A SIGN ASSY	EA	\$ 125.00	4.0000	\$ 500.00		\$ -	4	\$ 500.00
56.00	PERF SQUARE STEEL TUBE POST	LF	\$ 12.50	282.0000	\$ 3,525.00	282	\$ 3,525.00	282	\$ 3,525.00
57.00	POST ANCHOR/BREAK AWAY INSTALL	EA	\$ 150.00	19.0000	\$ 2,850.00	19	\$ 2,850.00	19	\$ 2,850.00
58.00	CONCRETE FOR POST ANCHOR INSTA	EA	\$ 275.00	4.0000	\$ 1,100.00	3.6	\$ 990.00	3.6	\$ 990.00
59.00	TYPE A SIGNS, SHEET ALUMINUM	SF	\$ 20.00	223.0000	\$ 4,460.00	157	\$ 3,140.00	157	\$ 3,140.00
60.00	PVMT PAINTED MARKING	STA	\$ 150.00	123.0600	\$ 18,459.00	110.75	\$ 16,612.50	110.75	\$ 16,612.50
61.00	PAINTED SYMBOLS & LEGENDS	EA	\$ 275.00	8.0000	\$ 2,200.00	8	\$ 2,200.00	8	\$ 2,200.00
62.00	PVMT MARKING RMVL	STA	\$ 125.00	24.1000	\$ 3,012.50	24.1	\$ 3,012.50	24.1	\$ 3,012.50
63.00	SYMBOLS & LENGENDS RVML	EA	\$ 125.00	2.0000	\$ 250.00	2	\$ 250.00	2	\$ 250.00
64.00	TEMP TRAFFIC CONTROL	LS	\$ 15,000.00	1.0000	\$ 15,000.00	0.05	\$ 750.00	0.95	\$ 14,250.00
65.00	TEMP GRAVEL ACCESS DRIVES	TON	\$ 35.00	250.0000	\$ 8,750.00		\$ -	215.87	\$ 7,555.45
66.00	CONCRETE BARRIER RAIL	LF	\$ 50.00	105.0000	\$ 5,250.00		\$ -	0	\$ -
67.00	CONVENT SEED/FERT/MULCH TY 4	AC	\$ 800.00	5.9000	\$ 4,720.00		\$ -	0	\$ -
68.00	HYDRAULIC SEED/FERT/MULCH TY 1	AC	\$ 3,975.00	2.6000	\$ 10,335.00		\$ -	0	\$ -
69.00	HYDRAULIC SEED/FERT/MULCH TY 2	AC	\$ 3,675.00	3.3000	\$ 12,127.50		\$ -	0	\$ -
70.00	SWPPP MGMT	LS	\$ 2,400.00	1.0000	\$ 2,400.00		\$ -	0.9	\$ 2,160.00
71.00	SILT FENCE OR TUBE 8" DIA	LF	\$ 1.65	9,900.0000	\$ 16,335.00		\$ -	2509	\$ 4,139.85
72.00	PERMEABLE DITCH CHECK	LF	\$ 6.00	535.0000	\$ 3,210.00		\$ -	0	\$ -
73.00	RMVL OF SEDIMENT SF,CF, OR DC	LF	\$ 0.50	1,000.0000	\$ 500.00		\$ -	0	\$ -
74.00	RMVL OF DEVICE, SF,CF, OR DC	LF	\$ 0.10	9,900.0000	\$ 990.00		\$ -	0	\$ -
75.00	BIODEGDE EROSION CONTROL BLNKT	SQ	\$ 16.00	425.0000	\$ 6,800.00		\$ -	0	\$ -
76.00	OPEN THROAT INTAKE PROT DEVICE	EA	\$ 75.00	4.0000	\$ 300.00		\$ -	2	\$ 150.00
77.00	AREA DRAIN, INLET PROT DEVICE	EA	\$ 50.00	9.0000	\$ 450.00		\$ -	3	\$ 150.00
78.00	WATERING FOR PLANTS	MGAL	\$ 270.00	40.0000	\$ 10,800.00		\$ -	0	\$ -
79.00	INSTAL/FURNISH 2.5" TREE	EA	\$ 531.67	12.0000	\$ 6,380.04		\$ -	0	\$ -
80.00	INSTAL/FURNISH 5 GAL SHRUBS	EA	\$ 43.48	48.0000	\$ 2,087.04		\$ -	0	\$ -
81.00	INSTAL/FURNISH 1 GAL PERENNIAL	EA	\$ 11.35	1,890.0000	\$ 21,451.50		\$ -	0	\$ -
82.00	AMENDED SOIL 24"	CY	\$ 87.50	857.0000	\$ 74,987.50	688.6	\$ 60,252.50	800	\$ 70,000.00
83.00	LIMESTONE OUTCROPPING	SF	\$ 74.15	520.0000	\$ 38,558.00	520	\$ 38,558.00	520	\$ 38,558.00

# ST. ANDREWS DRIVE

Contract Item	Description	Unit of Measure	Unit Price	Awarded		Current		To Date	
				Units Contracted	Original Contract Total	Unit	Cost	Unit	Cost
84.00	LIMESTONE EDGING	LF	\$ 14.60	80.0000	\$ 1,168.00	0	\$ -	0	\$ -
85.00	DECORATIVE ROCK MULCH	CF	\$ 5.35	3,115.0000	\$ 16,665.25		\$ -	0	\$ -
86.00	SITE FURNITURE- BENCH	EA	\$ 6,400.00	1.0000	\$ 6,400.00		\$ -	0	\$ -
87.00	SITE FURNITURE- BIKE REPAIR ST	EA	\$ 2,000.00	1.0000	\$ 2,000.00		\$ -	0	\$ -
88.00	LIGHT ASSY- L1, RDWY LIGHT/REC	EA	\$ 6,200.00	6.0000	\$ 37,200.00		\$ -	0	\$ -
89.00	LIGHT ASSY-L2, PED LIGHT	EA	\$ 4,000.00	8.0000	\$ 32,000.00		\$ -	0	\$ -
90.00	LIGHT ASSY- L3, CTR ISLD UPLGT	EA	\$ 580.00	10.0000	\$ 5,800.00		\$ -	0	\$ -
91.00	CONTROL CABINET	EA	\$ 11,860.00	1.0000	\$ 11,860.00		\$ -	0	\$ -
92.00	ELECTRICAL CIRCUITS	LF	\$ 9.00	1,900.0000	\$ 17,100.00	1100	\$ 9,900.00	1900	\$ 17,100.00
93.00	HANDHOLES/JUNCTION BOXES	EA	\$ 406.00	10.0000	\$ 4,060.00	10	\$ 4,060.00	10	\$ 4,060.00
94.00	RECPETACLE- CTR ISLD	EA	\$ 450.00	4.0000	\$ 1,800.00		\$ -	0	\$ -
95.00	EROSION STONE	TON	\$ 30.00	235.0000	\$ 7,050.00		\$ -	0	\$ -
96.00	REVENTMENT CLASS E	TON	\$ 48.00	75.0000	\$ 3,600.00	0	\$ -	52	\$ 2,496.00
97.00	TEMP FENCE CONSTRUCTION 48"	LF	\$ 12.00	700.0000	\$ 8,400.00		\$ -	748	\$ 8,976.00
98.00	MOBILIZATION MPI	LS	\$ 100,000.00	1.0000	\$ 100,000.00		\$ -	1	\$ 100,000.00
99.00	MAINT OF POSTAL SERVICE	LS	\$ 500.00	1.0000	\$ 500.00	0	\$ -	0.9	\$ 450.00
100.00	MAINT OF SOLID WASTE COLLECTIO	LS	\$ 500.00	1.0000	\$ 500.00	0.1	\$ 50.00	1	\$ 500.00
101.00	CONCRETE WASHOUT	LS	\$ 2,500.00	1.0000	\$ 2,500.00	0.1	\$ 250.00	1	\$ 2,500.00
	Stored Material - PCC Material	LS	\$ 46,205.83				\$ -	0	\$ -
	Stored Material - Bench	LS	\$ 6,100.00				\$ -	1	\$ 6,100.00
CO-01 - 8001	Galvanized Bike Station	LS	\$ 250.00				\$ -	1	\$ 250.00
CO-01 - 8002	Field Tile Work	LS	\$ 13,788.05				\$ -	1	\$ 13,788.05
				<b>Totals</b>	<b>\$ 2,346,401.56</b>	<b>Total Current</b>	<b>\$ 311,908.40</b>	<b>Total To Date</b>	<b>\$ 2,138,307.20</b>

Original Contract Sum \$ 2,346,401.56  
 Net Change by Change Order  
 Contract Sum to Date \$ 2,346,401.56  
 Total Completed and Stored to Date \$ 2,138,307.20  
 Less Retainage (5%) \$ 106,915.36  
 Total Earned Less Retainage \$ 2,031,391.84  
 Less Previous Certificates for Payment \$ 1,735,078.86

Current Payment Due \$ 296,312.98

Contractor Metro Pavers, INC.  _____ Tyler Duster	Engineer Shive-Hattery, INC, _____ Josiah Bilskemper, P.E.	Owner City of North Liberty _____ Ryan Heiar
Title Project Manager	Title Project Engineer	Title City Administrator
Date <u>9/16/2020</u>	Date _____	Date _____



# Mayor Report



# City of North Liberty PROCLAMATION

**Whereas**, domestic violence, dating violence and stalking affects women, children and men of all racial, cultural and economic backgrounds, causing long-term physical, psychological and emotional harm; and

**Whereas**, one in three Americans have witnessed an incident of domestic violence; and

**Whereas**, children who experience domestic violence are at a higher risk for failure in school, mental illness, substance abuse, suicide, and may choose violence as a way to solve problems later in life; and

**Whereas**, domestic violence in rural communities exists as a hidden, silent and often unrecognized crime that is often underreported; and

**Whereas**, through the inspiration, courage and persistence of victims of domestic violence, their children and advocates, our communities are learning to recognize the impact of violence in the home and intimate relationships; and

**Whereas**, the Domestic Violence Intervention Program has worked to end violence in intimate relationships for more than 40 years through the collaborative partnerships of advocates, volunteers, local municipalities, criminal justice, health and human services, faith communities, business leaders and private citizens; and

**Whereas**, our community's achievements should be commended and we must continue our commitment to respect and support victims of domestic violence and to prevent future violence in our community.

**Now, Therefore**, I, Terry L. Donahue, Mayor of North Liberty, do hereby proclaim the month of October 2020 as



## Domestic Violence Awareness Month

in North Liberty, Iowa, and urge all citizens to work together to eliminate domestic violence, dating violence, and stalking from our community.

---

Terry L. Donahue, Mayor

Signed in North Liberty, Iowa,  
this 22<sup>nd</sup> day of September 2020



## PROCLAMATION

Arbor Day-October 3, 2020

WHEREAS, trees are one of Iowa's most valuable natural resources that help to clean our air and water, create employment for over 7,000 Iowans, help to conserve our soil and energy resources, provide critical wildlife habitat for over 300 different species, yield bountiful outdoor recreation opportunities and make our communities a more pleasant place to live and work, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas and beautify our community, and

WHEREAS, the City of North Liberty has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices, and

WHEREAS, each year Arbor Day is observed by the people of North Liberty, Iowa, with special attention paid to the care and planting of trees,

NOW, THEREFORE, I, Terry Donahue, Mayor of the City of North Liberty, Iowa, do hereby proclaim October 3, 2020 to be

### ARBOR DAY

In North Liberty, Iowa, and encourage all North Liberty citizens to participate in tree planting and nurture, protect and wisely use Iowa's natural wonder of trees so that we will ensure a more beautiful City and State.

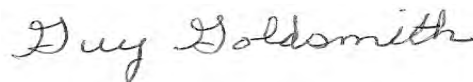
### CITY OF NORTH LIBERTY

By:

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Terry Donahue, Mayor

Attest:



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Guy Goldsmith, Parks Director



# PROCLAMATION

## September 28 is Good Neighbor Day

**Whereas**, the City of North Liberty has launched the Great Neighborhoods Initiative to inspire residents to extend a helping hand to others, foster new relationships and advance the quality of lives in their corner of North Liberty; and

**Whereas**, good neighbors build great neighborhoods, and great neighborhoods make for a more connected and resilient community; and

**Whereas**, Small acts of kindness can make a big impact on quality of life; and

**Whereas**, National Good Neighbor Day was created in the early 1970s by Becky Mattson of Lakeside, Montana; and

**Whereas**, in 1978, United States President Jimmy Carter issued Proclamation 4601: "As our Nation struggles to build friendship among the peoples of this world, we are mindful that the noblest human concern is concern for others. Understanding, love, and respect build cohesive families and communities. The same bonds cement our Nation and the nations of the world. For most of us, this sense of community is nurtured and expressed in our neighborhoods where we give each other an opportunity to share and feel part of a larger family...I call upon the people of the United States and interested groups and organizations to observe such day with appropriate ceremonies and activities;" and

**Whereas**, knowing more people in your community makes it easier to ask for or offer help, understand someone else's perspective, raise a concern in a productive way, or lean on one another when a pandemic throws a curveball; and

**Now, therefore, I, Mayor Terry L. Donahue, proclaim** each September 28 to be Good Neighbor Day in North Liberty.

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**Mayor Terry L. Donahue**





# **Doran Rezoning Request**



August 5, 2020

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

Re: Request of Tyler and Jennifer Doran for a zoning map amendment on 1.00 acre, more or less, from ID – Interim Development District to RS-4 Single-Unit Residence District on property located at 1475 South Jones Boulevard.

Mayor Donahue:

The North Liberty Planning Commission considered the above-referenced request at its August 4, 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; and
2. The RS-4 Single-Unit Residence District would be compatible with the area.

**Recommendation:**

The Planning Commission accepted the two listed findings and forwards the request for a zoning map amendment on 1.00 acre, more or less, from ID – Interim Development District to RS-4 Single-Unit Residence District on property located at 1475 South Jones Boulevard to the City Council with a recommendation for approval.

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

Becky Keogh, Chairperson  
North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **July 31, 2020**  
Re **Request of Tyler Doran and Jennifer Doran for a zoning map amendment on 1 acre, more or less, from ID – Interim Development District to RS-4 – Single-Unit Residence District on property located at 1475 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 applicants are requesting a zoning map amendment to RS-4 – Single-Unit Residence District to allow a future subdivision of the property and the construction of a new single-family dwelling at the western portion of the property.



The RS-4 Single-Unit Residence District is intended to provide and maintain low-density single-unit residential neighborhoods with a minimum lot size of 10,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

**Public Input:**

Letters were sent to property owners within 200 feet of the subject property notifying them of the June 25, 2020 good neighbor meeting. One person attended the meeting and just had general questions regarding the purpose of the request.

This request was published in the July 30, 2020 edition of the North Leader. To date, staff has not received any verbal or written objections to the request.

**Consistency with Comprehensive Plan:**

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

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

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

**Compatibility with surrounding zoning and land uses:**

With respect to residential zoning, this area contains a mixture of RS-4 Single-Unit Residence District, RS-6 – Single-Unit Residence District, RS-7 Single-Unit Residence District and RD-10 Two-Unit Residence District. Please see attached Zoning Map.

It is staff's opinion that the RS-4 zoning would be compatible with the area.

**Additional Considerations:**

There will be a need for additional South Jones Boulevard right-of-way and the construction of a sidewalk along South Jones Boulevard. These would be addressed during the formal subdivision of the property.

**Findings:**

1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The RS-4 Single-Unit Residence District would be compatible with the area.

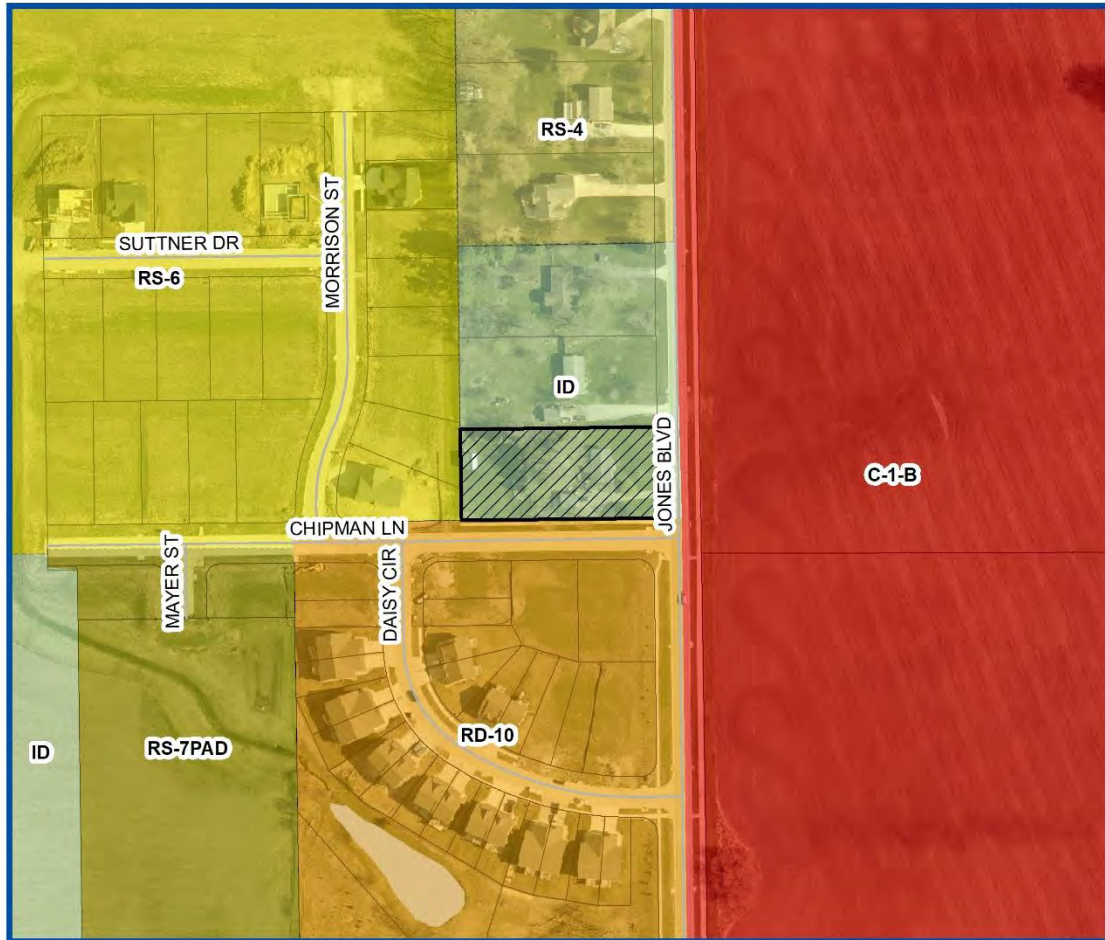
**Recommendation:**


Staff recommends the Planning Commission accept the two listed findings and forward the request of Tyler Doran and Jennifer Doran for a zoning map amendment on 1 acre, more or less, from ID – Interim Development District to RS-4 – Single-Unit Residence District on property located at 1475 South Jones Boulevard to the City Council with a recommendation for approval.

**Planning Commission suggested motion:**






















I move that the Planning Commission accept the two listed conditions and forward the zoning map amendment to the City Council with a recommendation for approval.


# Zoning Map



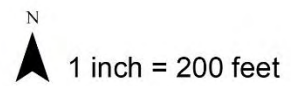
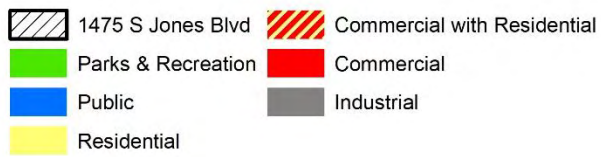
 1475 S Jones Blvd

## Zoning Districts

- |   |   |
|---|---|
|  Public Use                      |  RM-6: Residential Multi-Unit  |
|  ID: Interim Development         |  RM-8: Residential Multi-Unit  |
|  RS-3: Residential Single-Unit   |  RM-12: Residential Multi-Unit |
|  RS-4: Residential Single-Unit   |  RM-21: Residential Multi-Unit |
|  RS-6: Residential Single-Unit   |  O/RP: Office/Research Park    |
|  RS-7: Residential Single-Unit   |  C-1-A: Commercial, General    |
|  RS-8: Residential Single-Unit   |  C-1-B: Commercial, General    |
|  RD-8: Residential Two-Unit      |  C-2-A: Commercial, Highway    |
|  RD-10: Residential Two-Unit     |  C-2-B: Commercial, Highway    |
|  R-FB: Residential Factory-Built |  C-3: Commercial, Concept      |
|   |  I-1: Industrial, Light        |

 N  
1 inch = 200 feet

# Comprehensive Plan Future Land Use Map



**Ordinance No. 2020-12**

**AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED AT 1475 SOUTH JONES BOULEVARD LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE RS-4 SINGLE-UNIT RESIDENCE DISTRICT**

**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 located in Northeast Quarter of the Northeast Quarter of Section 23, Township 80 North, Range 7 West of the 5th P.M., City of North Liberty, Iowa and is more particularly described as follows:

Commencing at the northeast corner of Section 23, thence south 1,146 feet along the east line of said section 23, thence south 89 degrees 41 minutes west to the west line of South Jones Boulevard also being the point of beginning, thence south 0 degrees 19 minutes east 135 feet, thence south 89 degrees 41 minutes west 322.67 feet, thence north 0 degrees 19 minutes 135 feet, thence north 89 degrees 41 minutes east 322.67 feet to the point of beginning. Said property contains one acre, more or less.

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

**SECTION 2. CONDITIONS IMPOSED.** The North Liberty Planning Commission voted to recommend approval at the August 4, 2020 meeting with no conditions.

**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 August 25, 2020.  
Second reading on September 8, 2020.  
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. 2020-12 in the *North Liberty Leader* on \_\_\_\_\_.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK



# **LJP Rezoning Request**



August 5, 2020

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

Re: Request of Matt Peoples on behalf of LJP Management, LLC for a zoning map amendment on .5 acres, more or less, from RD-10 – Two Unit Residence District and RS-4 Single-Unit Residence District to RS-O - Single-Unit Residential Special Use District on property located at 205 West Penn Street.

Mayor Donahue:

The North Liberty Planning Commission considered the above-referenced request at its August 4, 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; and
2. The proposed use of the property would be compatible with the area;

**Recommendation:**

The Planning Commission accepted the two listed findings and forwards the request for a zoning map amendment on .5 acres, more or less, from RD-10 – Two Unit Residence District to RS-O – Single Unit Residential Special Use District on property located at 205 West Penn Street to the City Council with a recommendation for approval.

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

Becky Keogh, Chairperson  
North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **July 31, 2020**  
Re **Request of Matt Peoples on behalf of LJP Management, LLC for a zoning map amendment on .5 acres, more or less, from RD-10 – Two Unit Residence District and RS-4 – Single Unit Residence District to RS-O – Single Unit Residential Special Use District on property located at 205 West Penn Street.**

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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 RD-10 – Two Unit Residence District.

**Proposed Zoning:**

The applicant is requesting a zoning map amendment to the RS-O, Single-Unit Residential Special Use District to allow the existing residence to be converted to a professional office.

The RS-O, Single-Unit Residential Special Use District is intended to be limited in use and will only be used for those special situations where the establishment of this district will not alter the essential character of any residential district in which it could be placed.

Section 168.02(G) of the North Liberty Code of Ordinances sets forth the use regulations and conditions:

- (1) Use Regulations. An existing single-Unit dwelling in the RS-O District will be permitted to be used as a professional office in said dwelling.
- (2) Written Agreement. An applicant shall enter into a written agreement with the City agreeing to abide by any restrictions or conditions set forth by the Council as a condition of the rezoning, including (staff commentary in *italics*):
  - (a) No more than seven full-time employees will be allowed on said premises, including the owner, during normal working hours.

*The applicant indicated that the business at this location would have two employees. The maximum seven full-time employees would be an on-going performance requirement.*

- (b) Adequate off-street parking for each employee, up to a maximum of seven parking places, shall be provided. All employees shall park in designated off-street parking spaces.

*There is an existing off-street parking area that is able to accommodate four vehicles.*



- (c) There shall be no exterior display, no exterior sign, and no exterior storage of materials which would indicate the nature of the use of the dwelling.

*No exterior display, signage or storage is being proposed.*

- (d) There will be no walk-in or retail business conducted on the premises.

*No walk-in or retail business is being proposed. The applicant is a financial planner and would conduct business on an appointment only basis.*

- (e) The use will be subject to an annual inspection and renewal by the City.

*This would be an on-going performance requirement.*

- (f) The dwelling will maintain a residential character both on the interior and exterior.

*The applicant intends to maintain a residential character both on the interior and exterior. The applicant has discussed with staff the possibility of making a small addition at the rear of the residence at some point in time. Staff would ensure that the addition would be compatible with the existing residence and adjacent properties.*

- (g) At such time as the business use terminates in the premises or ceases to be used as a business use for six months in any 12-month period, the owner will consent to the City's rezoning the property for residential use only.

This would be an on-going performance requirement.

**Public Input:**

Letters were sent to property owners within 200 feet of the subject property notifying them of the June 25, 2020 good neighbor meeting. Two people attended the meeting.

The petitioner took the time to visit adjacent property owners to explain his intentions for the property.

**Consistency with Comprehensive Plan:**

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

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

It is staff's opinion that zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan. This is because the RS-O District is so restrictive that it is compatible with residential land uses.

**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, RS-8 Single-Unit Residence District, RD-10 Two-Unit Residence District and RM-21 Multi-Unit Residence District. There are two properties zoned C-1B General Commercial District on the north side of West Penn Street west of North Stewart Street. Please see attached Zoning Map.

Since there is a mixture of residential and commercial properties and uses, a very small scale professional office would be compatible with the area.

**Additional Considerations:**

This property appears to have begun to fall in state of disrepair. So this is an excellent opportunity to rehabilitate the building while maintaining its existing residential character. The applicant has discussed with staff the possibility of making a small addition at the rear of the residence at some point in time.

The rear portion of the property is zoned RS-4 – Single-Unit Residence District. The applicant has no plans for development of this portion of the property at this time.

**Findings:**

1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The proposed use of the property would be compatible with the area.

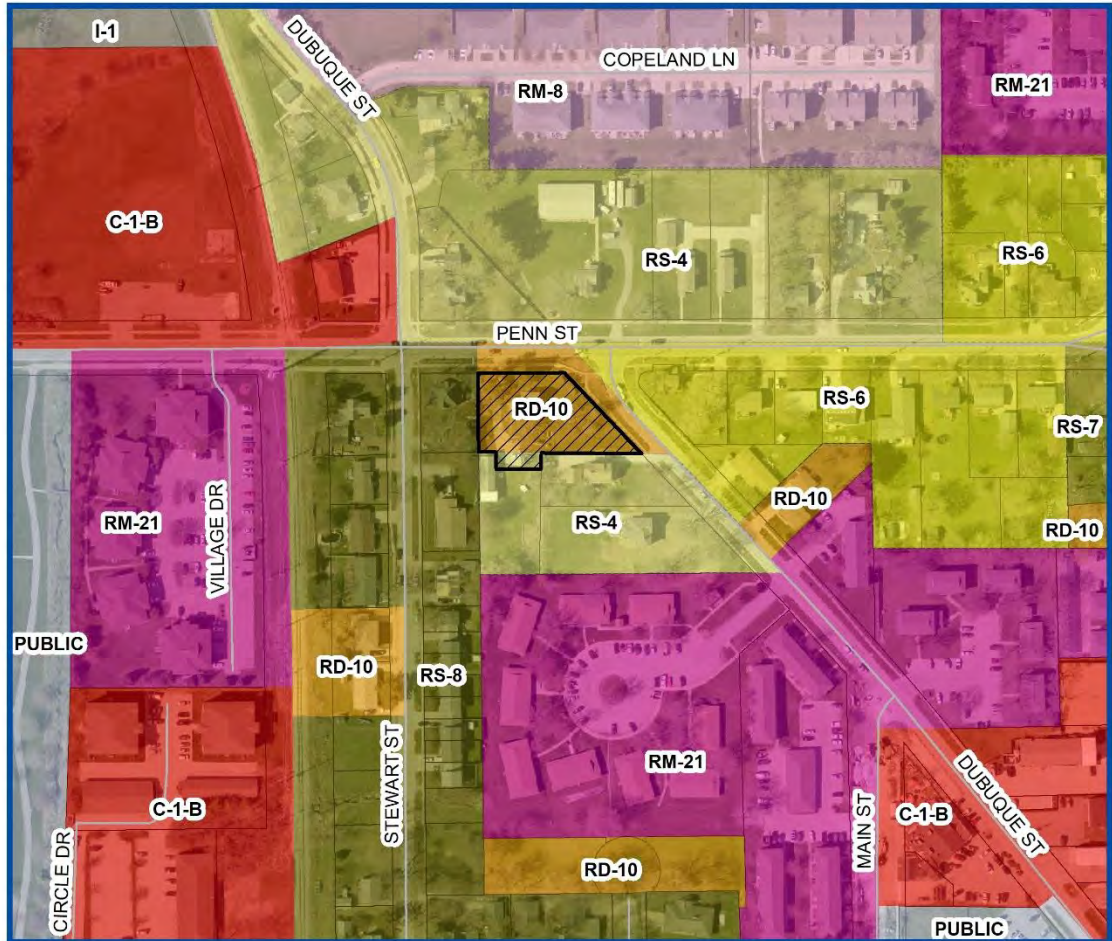
**Recommendation:**























Staff recommends the Planning Commission accept the two listed findings and forward the request of Matt Peoples on behalf of LJP Management, LLC for a zoning map amendment on .5 acres, more or less, from RD-10 – Two Unit Residence District to RS-O – Single Unit Residential Special Use District on property located at 205 West Penn Street to the City Council with a recommendation for approval.


**Suggested motion:**

I move that the Planning Commission accept the two listed conditions and forward the zoning map amendment to the City Council with a recommendation for approval.

# Zoning Map

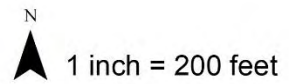
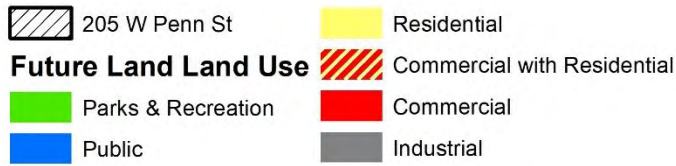
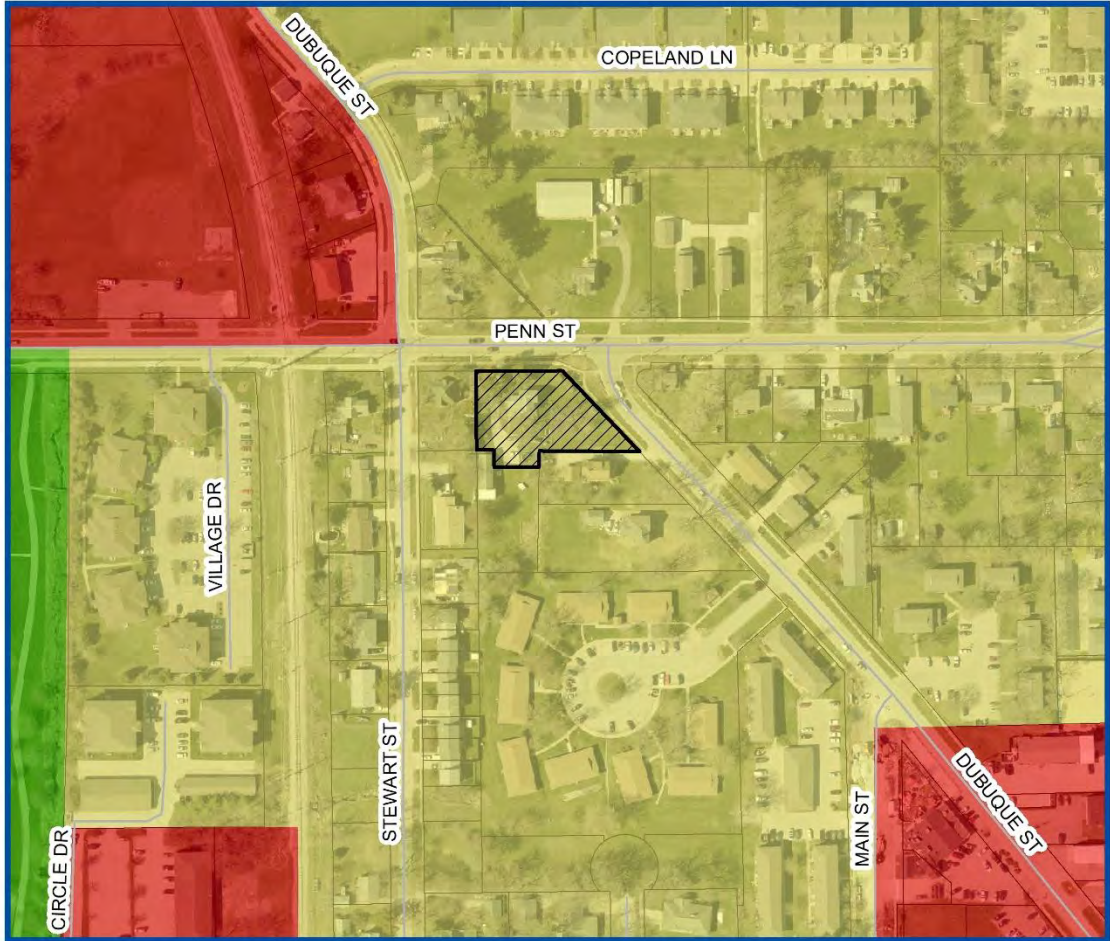


 205 W Penn St	 RM-6: Residential Multi-Unit
<b>Zoning Districts</b>	 RM-8: Residential Multi-Unit
 Public Use	 RM-12: Residential Multi-Unit
 ID: Interim Development	 RM-21: Residential Multi-Unit
 RS-3: Residential Single-Unit	 O/RP: Office/Research Park
 RS-4: Residential Single-Unit	 C-1-A: Commercial, General
 RS-6: Residential Single-Unit	 C-1-B: Commercial, General
 RS-7: Residential Single-Unit	 C-2-A: Commercial, Highway
 RS-8: Residential Single-Unit	 C-2-B: Commercial, Highway
 RD-8: Residential Two-Unit	 C-3: Commercial, Concept
 RD-10: Residential Two-Unit	 I-1: Industrial, Light
 R-FB: Residential Factory-Built	

N  
 1 inch = 200 feet



# Comprehensive Plan Future Land Use Map



**Ordinance No. 2020-13**

**AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED AT 205 WEST PENN STREET LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE RS-0 SINGLE UNIT RESIDENTIAL SPECIAL USE DISTRICT**

**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 located in the Northeast Quarter of the Southeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., City of North Liberty, Iowa and is more particularly described as follows:

commencing at the northeast corner of Lot 64 of the subdivision Interurban Railway Addition to North Liberty, Iowa, less and except the East Penn Street right-of-way, also being the point of beginning, thence south along the east line of said Interurban Railway Addition to the North Liberty, Iowa to a point 14 feet south of the northeast corner of Lot 61 of Interurban Railway Addition to the North Liberty, Iowa, thence east 25 feet on a line parallel with the north line of Johnson County, Iowa Parcel ID 0612404002 (465 N. Dubuque Street) as extended westerly, thence south 25 feet on a line parallel with the west line of said Johnson County, Iowa Parcel ID 0612404002, thence east on a line parallel with the north line of said of Johnson County, Iowa Parcel ID 0612404002 as extended westerly to the west line of Johnson County, Iowa Parcel ID 0612404002, thence north along the west line of said Johnson County, Iowa Parcel ID 0612404002 to the northwest corner of said Johnson County, Iowa Parcel ID 0612404002, thence east along the north line of said Johnson County, Iowa Parcel ID 0612404002 to its intersection with the west line of North Dubuque Street right of way, thence northwesterly along the west line of said North Dubuque Street right of way to its intersection with the south line of the West Penn Street right-of-way, thence west along said south line of said West Penn Street right-of-way to the point of beginning. Said property contains .5 acres, more or less.

Such that said property shall be classified and zoned as RS-O Single-Unit Residential Special Use District.

**SECTION 2. CONDITIONS IMPOSED.** The North Liberty Planning Commission voted to recommend approval of the application at the August 4, 2020 meeting with no conditions.

**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 August 25, 2020.  
Second reading on September 8, 2020.  
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. 2020-13 in the *North Liberty Leader* on \_\_\_\_\_.

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TRACEY MULCAHEY, CITY CLERK



# **Zoning Ordinance Updates**



September 2, 2020

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

Re: Request of the City of North Liberty for an ordinance amending Section 167.01 of the North Liberty Code of Ordinances, entitled “Definitions” and various sections in Chapter 169 of the North Liberty Code of Ordinances, entitled “Development Regulations”.

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its September 1, 2020 meeting. The Planning Commission took the following action:

**Finding:**

1. The Zoning Ordinance amendments would revise and outdated and conflicting language and include user friendly diagrams and tables.

**Recommendation:**

The Planning Commission accepted the one listed finding and forwards the ordinance to the City Council with a recommendation for approval.

The vote for approval was unanimous (7-0).

Becky Keogh, Chairperson  
North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **August 28, 2020**  
Re **Request of the City of North Liberty for an ordinance amending Section 167.01 of the North Liberty Code of Ordinances, entitled “Definitions” and various sections in Chapter 169 of the North Liberty Code of Ordinances, entitled “Development Regulations”.**

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

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

**Proposed Zoning Ordinance amendments:**

1. Section 167.01, entitled “Definitions”.
  - Various amendments to clarifying unclear or outdated language and to add diagrams.
2. Section 169.06, entitled “Location of Accessory Building and Uses”.
  - Allow an increase in detached garage size based on lot size;
  - Allow greenhouses and ground mounted solar systems; and
  - General reorganization.
3. Section 169.08, entitled “Supplemental Yard and Height Regulations”.
  - Reorganize previous content into table format;
  - Correct conflicting regulations;
  - Add certain uses, such as personal recreation game courts and sidewalks.
4. Section 169.12, entitled “Design Standards”.
  - Remove ID, RD and R-FB districts from the earth tones requirement.
  - Better define earth tones; and
  - Allow for flexibility in roof color as long as it is compatible with the design of the building.

**Public Input:**

Staff did receive correspondence from a citizen that wishes for the detached garage size allowances to be larger than what is proposed in the ordinance. The correspondence is included in the background material.

**Finding:**

1. The Zoning Ordinance amendments would revise and outdated and conflicting language and include user friendly diagrams and tables.

**Recommendation:**

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

Request of the City of North Liberty for an ordinance amending Section 167.01 of the North Liberty Code of Ordinances, entitled "Definitions" and various sections in Chapter 169 of the North Liberty Code of Ordinances, entitled "Development Regulations".

**Suggested motion:**

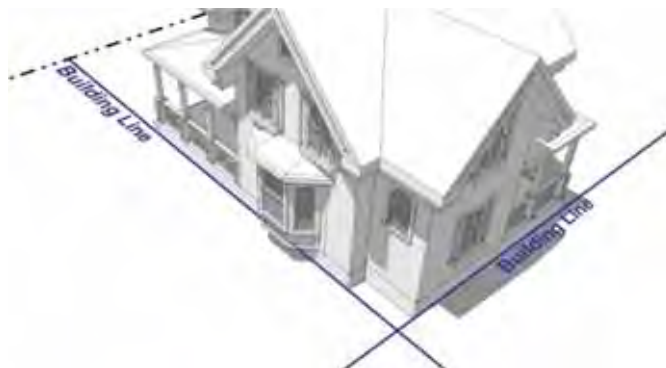
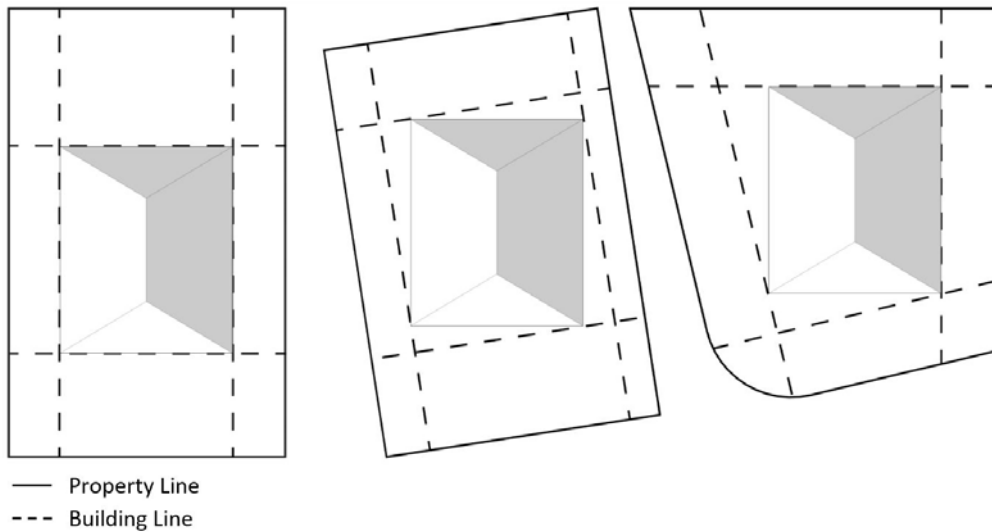
I move that the Planning Commission accept the one listed condition and forward the Zoning Ordinance amendments to the City Council with a recommendation for approval.



**SECTION 1. AMENDMENT.** That Section 167.01 of the Code of Ordinances of North Liberty, Iowa, entitled "Definitions" (existing definitions for "buildable width", "building line", "corner visual clearance", "garage private", "lot, irregular", "lot width", "setback", "yard", "yard, front", "yard line, front", "yard line, rear", "yard line, side", "yard, rear" and "yard, side" only) is hereby amended by renaming the term "buildable width" to "buildable area" and by modifying the associated definition, by modifying the definition "building line" and adding associated diagrams, by modifying the definition "corner visual clearance" and adding associated diagrams, by modifying the definition "garage, private", by adding the term "lot area" and associated definition, by deleting the term and definition "lot, irregular", by adding the term "lot line" and associated definition, by modifying the definition "lot width", by modifying the definition "setback", by modifying the definition "yard", by renaming the definition "yard, front" to "yard, required front" and by modifying the associated definition, by deleting the term and definitions "yard line, front", "yard line, rear" and "yard line, side", by renaming the term "yard, rear" to "yard, required rear" and by modifying the associated definition, by renaming the term "yard, side" to "yard, required side", by modifying the associated definition and adding diagrams associated with required yard and yard.

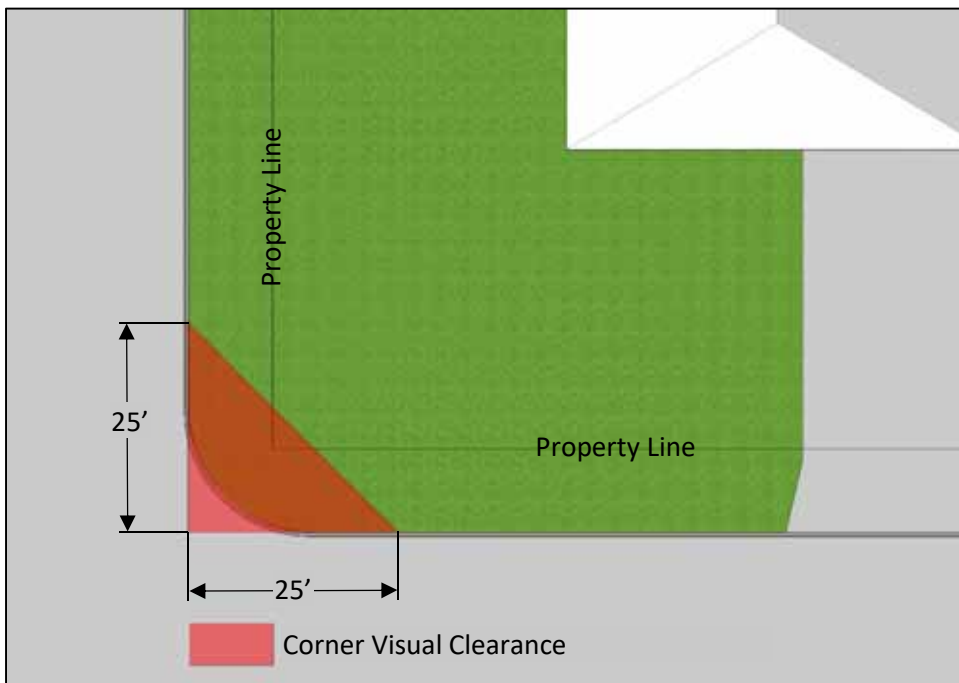
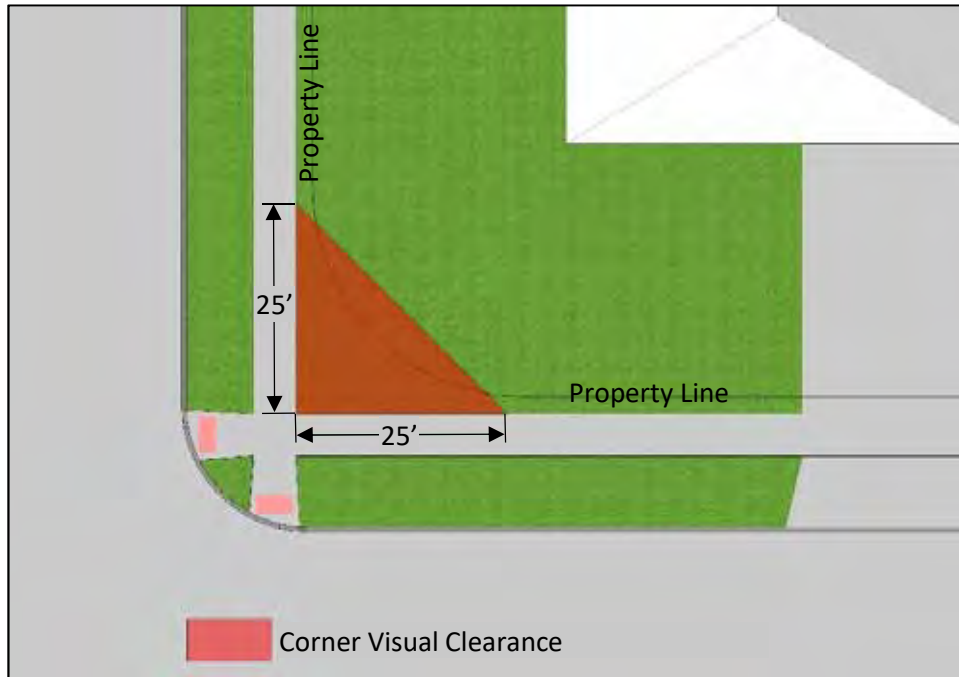
"Buildable ~~width~~ area" means the distance between the required side yard lines portion of a lot, excluding required yards, where a structure or building improvements may be erected.

"Building line" means the perimeter of that portion of a building or structure ~~nearest a property line, but excluding open steps, terraces, cornices, and other ornamental features projecting from the walls of the building or structure measured parallel to the lot line. For the purposes of establishing a building line, the building wall does not include permitted encroachments of architectural features, such as bay windows, eaves, and steps and stoops.~~



“Corner visual clearance” refers to means the requirement that in all districts nothing shall be erected, placed, planted, or allowed to grow on a corner lot in such a manner as to significantly impede vision between a height of three feet above the centerline-street grades of the area described measured as follows: that triangular-shaped area bounded by the street or road right-of-way line of a sidewalks adjacent to a corner lot or tract and a straight line joining points on said right-of-way lines sidewalks, 25 feet from said corner. Where no sidewalk(s) exist, the area shall be measured along the back of curb or edge of roadway pavement, as applicable.

### Corner Visual Clearance



~~“Garage, private” means a building or a portion of a building, not more than 1,000 square feet in area, in which only private or pleasure-type motor vehicles used by the tenants of the building or buildings on the premises are stored or kept~~ structure, either attached or detached, designed and/or used for the parking and storage of vehicles as an accessory structure to a residence.

~~“Lot area” means the total area within the boundaries of a lot, excluding any street right-of-way, usually defined in square footage.~~

~~“Lot, irregular” means a lot whose opposing property lines are generally not parallel, such as a pie-shaped lot on a cul-de-sac, or where the side property lines are not parallel to each other.~~

~~“Lot line” means a line of record that separates one tract from another or from a public or private right of way, as indicated on an approved, filed, and recorded plat or other legal instrument deemed acceptable by the City.~~

~~“Lot width” is the width of a lot at the front yard line horizontal distance between the side lot lines at the required front yard measured along a straight line parallel to the front lot line.~~

~~“Setback” means the minimum required distance between the property lot line and the building line required yard.~~

~~“Yard” means a required area on a lot unoccupied by structures above grade except for projections and the specific minor uses or structures allowed in such area under the provisions of this code. A yard extends from the ground upward the open space area between the building line of a principal building and the adjacent lot lines, exclusive of facade articulation, such as window or wall recesses and projections.~~

~~“Yard, required front” means the area across a lot bounded by the front lot line, the front yard line, and the side lot lines required minimum distance per the zoning district that a principal building must be located from the front lot line.~~

~~“Yard line, front” is a line from one side lot line to another side lot line, parallel to the street, and as far back from the street as required in this code for the front yard. On a corner lot, the front yard line is required along both streets.~~

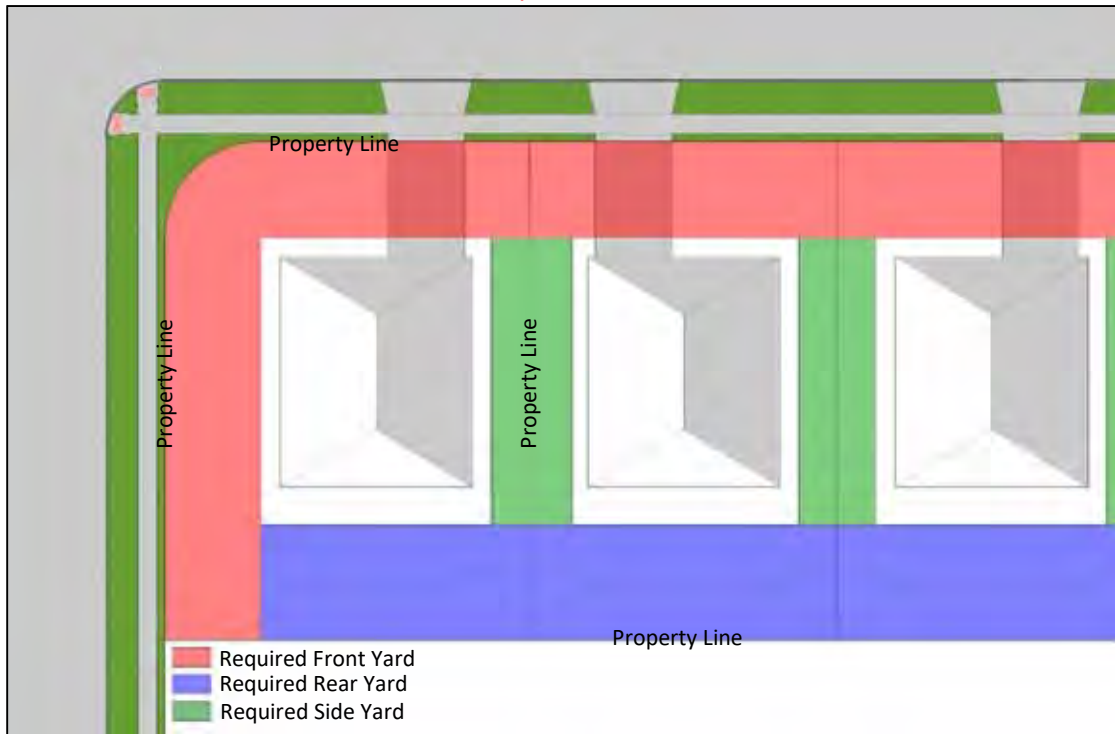
~~“Yard line, rear” means a line parallel to the rear lot line and as far forward from the rear lot line as required by this code.~~

~~“Yard line, side” means a line parallel to the side lot line and as far from the side lot line as required by this code.~~

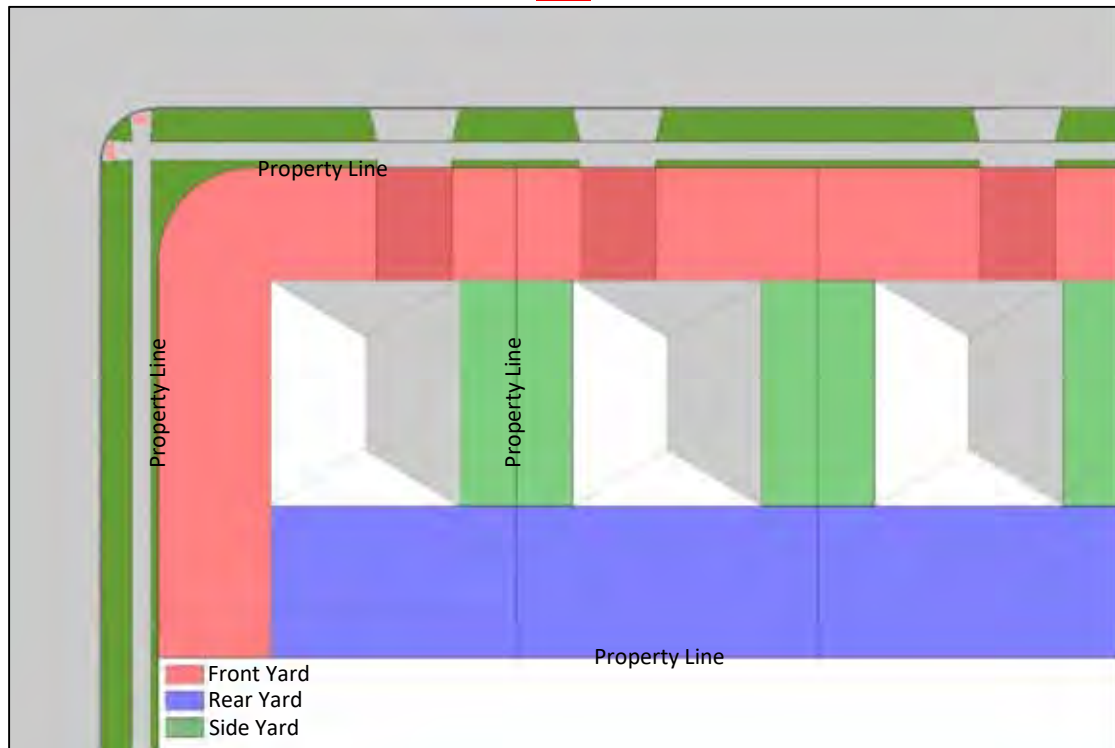
~~“Yard, required rear” means the required area from one side lot line to another side lot line and between the rear yard line and the rear lot line bounded by the rear lot line, the rear yard line, and the side lot lines required minimum distance per the zoning district that a principal building must be located from the rear lot line.~~

~~“Yard, required side” means the required area from the front yard line to the rear yard line and from the side yard line to the side lot line required minimum distance per the zoning district that a principal building must be located from the side lot line.~~

### Required Yard



### Yard



“Zero lot line development” means single-family dwellings arranged on individual lots as either detached structures with one or more side walls on a side ~~property~~ lot line

**SECTION 2. AMENDMENT.** That Section 169.06 of the Code of Ordinances of North Liberty, Iowa, entitled "Location of Accessory Buildings and Uses" is hereby amended by removing the minimum separation distance an accessory building must be from the main building, by modifying certain standards for freestanding "private garages", "storage buildings, greenhouses and other similar structures" and "swimming pools", by adding the uses "flag poles" and "freestanding solar systems" and creating certain standards, by reorganizing certain zoning district accessory uses, by deleting the use "Keeping of Small Animals" and associated standards, by deleting the use "Miscellaneous Parking and Storage" and associated standards, by deleting "Accessory Uses in All Other Zones" and associated standards due to the language being relocated, by deleting the use "Guard Dogs in all C, O/RP and I-1 Zone Districts" and associated standards and by renumbering the subsequent subsection to account for the deleted subsections.

### **169.06 LOCATION OF ACCESSORY BUILDINGS AND USES**

Accessory buildings and uses shall occupy the same lot as the main use or building. No lot shall have an accessory building or use without the principal use. No accessory building shall be used as a dwelling unit.

~~1. Separation from Main Building. All accessory buildings shall be separated from the main building by 10 feet.~~

~~1. Yard Encroachment. No accessory building or use shall be located within any yard unless authorized by this Section and/or Section 169.08.~~

2. ~~Freestanding Private Garages. No detached garage shall be located within the front yard area of any lot. An accessory building used as a private garage may be located in any portion of the rear or side yard under~~ In addition to one attached private garage, one freestanding private garage may be permitted subject to the following conditions:

~~A. Maximum one private garage per lot.~~

~~B.A. A maximum square feet gross building area not to exceed 30% of the rear yard area with a maximum size of 850 square feet. On properties exceeding .5 acres but less than .75 acres, the maximum gross building area shall be 1,000 square feet. On properties exceeding .75 acres but less than one acre, the maximum gross building area shall be 1,200 square feet. On properties exceeding one acre, the maximum gross building area shall be 1,400 square feet. Notwithstanding the foregoing, the gross building area shall not exceed the total footprint of the residence.~~

~~C.B. No portion of the structure located in a rear yard area shall be located in any of the following areas~~ May be located within the rear yard subject to the following:

- ~~(1) Less than four feet from an adjoining property line~~ A minimum of five feet from the side and rear property line.
- ~~(2) Less than~~ A minimum of 20 feet from a public or private right-of-way or alley.
- ~~(3) Within any easement~~ Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.

~~D.C. No portion of the structure located in a side yard area shall be located in any of the following areas:~~ May be located within a side yard subject to meeting the required side yard setback for the main building and not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.

- ~~(1) Less than the required side yard setback for the main building.~~
- ~~(2) Within any easement.~~
- ~~(3) Maximum building height of 15 feet.~~

~~D. Maximum building height of 15 feet.~~

3. ~~Storage Buildings and Greenhouses. All accessory buildings used for storage~~ A maximum two storage buildings, greenhouses or structures designed for other similar use, or any combination thereof, may be located ~~in any portion of~~ within the rear yard ~~under~~ subject to the following conditions:
  - A. Maximum 200 square feet gross building size area per building.
  - ~~B. No portion of the structure shall be located in any of the following areas:~~
    - ~~(1) Less than four feet from an adjoining property line.~~
    - ~~(2) Less than 10 feet from a public or private alley.~~
    - ~~(3) Within any easement.~~
  - B. A minimum of five feet from the side and rear property line.
  - C. A minimum of 10 feet from a public or private right-of-way alley.
  - D. Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
  - ~~C.E.~~ Maximum building height of 10 feet.
4. Other accessory uses.
  - A. Swimming pools. No swimming pool shall be located within the front yard area of any lot, or closer than four feet from any adjoining property line. Swimming pools may be located within the rear yard subject to the following conditions:
    - (1) A minimum of five feet from the side and rear property line.
    - (2) A minimum of 10 feet from a public or private right-of-way.
    - (3) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
  - ~~B. Play and recreational structures. No clubhouse, swing set, gazebo, slide, or similar uses or equipment shall be located within the front yard area of any lot.~~
  - B. Flagpoles. Flagpoles may be permitted within any yard subject to the following conditions:
    - (1) Limited to the maximum of three poles.
    - (2) Limited to the maximum height for the district or 40 feet, whichever is less.
    - (3) A minimum of five feet from any property line.
    - (4) External illumination of flags is permitted but must be focused on the flagpole and flag.
  - C. Freestanding solar systems. Freestanding solar systems may be located within the rear yard subject to the following conditions:
    - (1) Must meet the required side and rear yard setback for the main building.
    - (2) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
    - (3) Maximum system height of 15 feet.
- ~~5. Front Yard Area. No private garage or storage buildings shall be located in a front yard area.~~
- ~~6.5. District Specific Accessory Uses in RS and RD Districts.~~
  - A. Storage In RS and RD districts, the storage of wood, lumber, and other material where the land occupied by such storage is confined to one location in the rear yard area with a maximum area of one hundred square feet, provided that there are at least eight inches of free air space under such storage.
  - ~~B. Keeping of small animals commonly housed in a dwelling, but not for sale purposes. Dog runs constructed solely for the purpose of confining dogs for exercising and feeding may be located in a residential zone, provided that they shall not be located in a front yard or side yard or closer than 10 feet to any lot line.~~

B. In all districts besides RS and RD districts, a conditional use permit is required for any outdoor storage or display. Notwithstanding the foregoing, the outdoor display of merchandise associated with the principal use may be permitted without a conditional use permit as long as the area is 100 square feet or less.

~~7. Miscellaneous Parking and Storage. No person shall park, keep or store, or permit the parking or storage of an inoperable vehicle, vehicle component parts, or miscellaneous junk and debris on any public or private property, in any zoning district, unless it shall be in a completely enclosed building. This regulation does not apply to legitimate businesses operating in a lawful place and manner, in accordance with the zoning regulations, provided however, that any outside areas used for parking and storage shall be screened from public view if required by the regulations of the zoning district within which they are located.~~

~~8. Accessory Uses in All Other Zones. A conditional use permit is required for outdoor storage or display of any kind, except that 100 square feet or less of merchandise associated with the principal use may be displayed outdoors.~~

~~9. Guard Dogs in all C, O/RP and I-1 Zone Districts. Guard dogs may be allowed in all C, O/RP and I-1 Districts and dog runs constructed solely for the purpose of confining said watchdogs for exercising and feeding of the same, may be located in said districts provided that they shall not be located in a front yard, or side yard, nor closer than 10 feet to a lot line.~~

~~10-6.~~ Food Pantry. One accessory building to provide services as a food pantry is allowed as an accessory use only under the following conditions:

- A. Permitted only as an accessory use for ~~places of worship~~ non-profit organizations.
- B. A maximum of one accessory use building is allowed on the lot with the principal use structure in addition to one storage building or garage associated with the principal use structure.
- C. Commercial for-profit uses are expressly disallowed.
- D. Any type of housing, including transient housing, is expressly disallowed.
- E. The accessory use building and underlying land shall remain at all times in the same ownership as the principal use on the lot.
- F. Parking shall be provided in accordance with code requirements.
- G. Maximum accessory use signage: 1 sign, ground or wall, not larger than 8 square feet.
- H. Maximum accessory building height: 1 floor.
- I. Principal structure setback requirements are to be observed for the accessory building described herein.
- J. Maximum size of the accessory building is to be 2,500 square feet, but in no case larger than the square foot total of the principal structure.
- K. Design standards apply to the accessory building as well as the principal building.
- L. A conditional use approval is required.

**SECTION 3. AMENDMENT.** That Section 169.08 of the Code of Ordinances of North Liberty, Iowa, entitled "Supplemental Yard and Height Regulations" (subsections 8 through 12 only) is hereby amended by replacing subsections 8 through 12 with a new subsection 8, which lists permitted encroachments into required yards and exceeding maximum building height into a table format.

### **169.08 SUPPLEMENTAL YARD AND HEIGHT REGULATIONS**

- ~~8.—Permitted Encroachments in Required Yards. Under the terms of this code a required yard shall be open, unoccupied, and unobstructed from grade to the sky except for permitted encroachments. The following exceptions identify such permitted encroachments and in which yards they are permitted along with limitations imposed thereon:~~
- ~~9.—Front Yard Exceptions. Accessory buildings or uses not listed in this section, including garages, sheds, pools, gazebos, and the like, are not permitted.~~
- ~~A.—Steps or ramps which are necessary to provide access to the first floor of lawful buildings or for access to a lot from a street or alley.~~
- ~~B.—Appurtenances listed as follows shall encroach no more than two feet into the yard, as measured from the building.~~
- ~~(1)—Architectural features such as sills, eaves, cornices, and other ornamental features;~~
- ~~(2)—Gutters and downspouts;~~
- ~~(3)—Awnings and canopies;~~
- ~~(4)—Bay windows;~~
- ~~(5)—Uncovered stoops not exceeding 100 square feet and in no case closer than 10 feet from the front lot line; but only on legacy lots platted prior to the year 2000 where an existing house is too close to the required front yard setback to allow the stoop.~~
- ~~(6)—Any combination of the above listed appurtenances.~~
- ~~C.—Landscaping, vegetation, arbors, trellises, flagpoles, and the like, subject however, to the restrictions imposed in Section 167.04—Corner Visual Clearance Requirements.~~
- ~~10.—Side Yard Exceptions.~~
- ~~A.—Appurtenances listed as follows shall encroach no more than two feet into the yard, as measured from the building.~~
- ~~(1)—Architectural features such as sills, eaves, cornices and other ornamental features;~~
- ~~(2)—Gutters and downspouts;~~
- ~~(3)—Awnings and canopies;~~
- ~~(4)—Bay windows;~~
- ~~(5)—Any combination of the above listed appurtenances.~~
- ~~B.—Uncovered patios which are at least three feet from a side lot line.~~
- ~~C.—Uncovered decks and stoops, but not within the required side yard area.~~
- ~~D.—Steps, provided they do not encroach into the side yard closer to the side lot line a distance of one half the required side yard setback.~~
- ~~E.—Air conditioning equipment, provided it does not encroach into the side yard closer to the side lot line a distance of one half the required side yard setback.~~
- ~~F.—Utility equipment that is directly connected to the structure being served.~~



~~11. Rear Yard Exceptions.~~

~~A. Appurtenances listed as follows shall encroach no more than two feet into the yard, as measured from the building.~~

~~(1) Architectural features such as sills, eaves, cornices and other ornamental features;~~

~~(2) Gutters and downspouts;~~

~~(3) Awnings and canopies;~~

~~(4) Bay windows;~~

~~(5) Any combination of the above listed appurtenances.~~

~~B. Uncovered decks, patios, stoops, or pools, including any patio or deck associated with pools, which are at least 10 feet from the rear and side lot lines.~~

~~C. Air conditioning equipment.~~

~~D. Utility equipment that is directly connected to the structure being served.~~

~~E. Private garages or storage buildings, as specified in Section 169.06.~~

~~12. Exceptions to Height Limitations. In those districts where height limitations are imposed, such height limitations shall not apply to the following appurtenances and structures:~~

~~A. Church spires and steeples.~~

~~B. Belfries.~~

~~C. Monuments.~~

~~D. Ornamental towers and spires.~~

~~E. Radio, telephone, and television antennas, aerials, towers, and relays.~~

~~F. Chimneys.~~

~~G. Smoke stacks.~~

~~H. Flagpoles.~~

~~I. Silos.~~

~~J. Windmills.~~

~~K. Emergency sirens and similar devices.~~

~~L. Elevator and stairway bulkheads.~~

~~M. Air conditioning equipment.~~

~~N. Water towers and cooling towers.~~

~~O. Grain elevators and necessary mechanical appurtenances~~

~~P. Fire towers.~~



8 Permitted Encroachments into Required Yards and Exceeding Maximum Building Height.

A. An encroachment is the extension or placement of an accessory structure or architectural feature into a required yard. Permitted encroachments are indicated in Table 169.08-1: Permitted Encroachments into Required Yards and Exceeding Maximum Building Height.

(1) Section 169.06 contains regulations on accessory buildings and uses not listed in Table 169.09-1, which may include additional permissions or restrictions for their permitted encroachment into yards.

(2) When an accessory structure or architectural feature regulated by Table 169.08-1 is prohibited from encroaching in a required yard, the structure or architectural feature may be located in the corresponding yard beyond the required yard unless specifically prohibited by the table.

(3) Encroachments shall be subject to the Corner Visual Clearance.

B. In districts where a maximum height is imposed, such height limitations shall not apply to certain appurtenances and structures and are indicated in Table 169.08-1: Permitted Encroachments into Required Yards and Exceeding Maximum Building Height.

<u>Table 169.08-1: Permitted Encroachments Into Required Yards and Exceeding Maximum Building Height</u>				
<u>Y= Permitted // N= Prohibited</u>				
<u>Max. = Maximum // Min. = Minimum</u>				
	<u>Required Front Yard</u>	<u>Required Side Yard</u>	<u>Required Rear Yard</u>	<u>Exceed Max. Building Height</u>
<u>Accessibility Ramp</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Air Conditioner Window Unit</u> <u>Max. projection of 18" from building wall</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Arbor or Trellis</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Awning or Sunshade</u> <u>Max. of 2'</u> <u>Does not include awnings used as a sign (See Chapter 173)</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Bay Window</u> <u>Max. of 2'</u> <u>Min. of 24" above ground</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Canopy</u> <u>Max. of 2'</u> <u>Does not include canopies used as a sign (See Chapter 17.12)</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Chimney</u> <u>Max. of 18" into required yard</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
<u>Elevator and Stairway Bulkheads</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Emergency sirens and similar devices.</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Deck (uncovered)</u> <u>Min 5' from side lot line</u> <u>Min 10' from rear lot line</u>	<u>N</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Dog House</u> <u>Min. of 4' from any lot line.</u>	<u>N</u>	<u>N</u>	<u>Y</u>	<u>N</u>
<u>Eaves, Gutters and Downspouts</u> <u>Max. of 4' into required yard</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Fire Escape</u> <u>Max. of 3' into required yard</u>	<u>N</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
<u>Fire Training Tower</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Gazebo or Pergola</u> <u>Min. of 5' from any lot line.</u>	<u>N</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Grain Elevator (and necessary mechanical appurtenances)</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Landscaping</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>

**Table 169.08-1. Permitted Encroachments Into Required Yards and Exceeding Maximum Building Height**  
**Y= Permitted // N= Prohibited**  
**Max. = Maximum // Min. = Minimum**

	<u>Required Front Yard</u>	<u>Required Side Yard</u>	<u>Required Rear Yard</u>	<u>Exceed Max. Building Height</u>
<u>Patio (uncovered)</u> <u>Min. 5' from any lot line</u>	<u>N</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Personal Recreation Game Court</u> <u>Min. of 5' from any lot line</u>	<u>N</u>	<u>N</u>	<u>Y</u>	<u>N</u>
<u>Playground Equipment</u> <u>Min. of 4' from any lot line</u>	<u>N</u>	<u>N</u>	<u>Y</u>	<u>N</u>
<u>Sidewalk</u> <u>Min. of 3' from any lot line except front lot line.</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Sills, Belt course, Cornices, and Ornamental features</u> <u>Max. of 2' into required yard</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Silos</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Smokestack</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Steeple, Spires and Belfries</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<u>Stoop</u> <u>Max. of 4' into required yard</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>
<u>Utility Equipment (Directly Connected to Structure being Served).</u> <u>Max. of ½ into Required Yard</u>	<u>N</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
<u>Water Towers and Cooling Towers</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>

**SECTION 4. AMENDMENT.** That Section 169.12 of the Code of Ordinances of North Liberty, Iowa, entitled "Design Standards" (Subsection 1.A only) is hereby amended by removing ID, RD and R-FB districts from the earth tones, by defining earth tone colors and listing prohibited colors and materials and by modifying requirements for the roof slope and color.

#### **169.12 DESIGN STANDARDS**

This section is intended to provide consistent high-quality general design standards for the community.

1. Requirements for All Districts. The following requirements shall be observed for all development in all districts:
  - A. Building design shall be visually harmonious and compatible with the neighborhood character.
  - B. Buildings located on property with double frontages shall have similar wall design facing both streets.
  - C. Buildings shall have a consistent architectural style throughout the development on each lot, as defined by repetition of exterior building material and colors, and architectural elements.
  - D. Except for the ~~ID, RS~~ RD and R-FB districts, color schemes shall be primarily based on earth tones ~~or other compatible colors~~. Earth tone colors include colors from the palette of browns, tans, greys, greens, and red. Earth tone colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors. In any district, the use of high intensity colors, neon or fluorescent color and neon tubing is prohibited.
  - E. Special attention shall be taken to incorporate external mechanical equipment into the design such that it does not detract from the aesthetics of the site and building.
  - F. ~~Pitched roofs with a minimum slope 5:12 are preferred~~ Except in the R-FB district, a minimum roof pitch of 5:12 shall apply to gable, hip, or shed roofs. This does not apply to portions of a roof that are separate from the structure's primary roof. The color of the roof ~~should be earth-toned~~ shall be visually harmonious and compatible with the building color scheme.

## Ryan Rusnak

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**From:** Ryan Rusnak  
**Sent:** Friday, August 28, 2020 8:31 AM  
**To:** 'Colleen Chipman'  
**Subject:** RE: [EXTERNAL] RE: Accessory building code amendment

Will do.

9-1-2020 – 1 time for Planning Commission  
9-22-2020 – 1<sup>st</sup> reading for City Council  
10-13-2020 – 2<sup>nd</sup> reading for City Council  
10-27-2020 – 3<sup>rd</sup> reading for City Council – formal approval



**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.*

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**From:** Colleen Chipman [mailto:iccoleen@southslope.net]  
**Sent:** Thursday, August 27, 2020 11:09 PM  
**To:** Ryan Rusnak <rusrusak@northlibertyiowa.org>  
**Subject:** RE: [EXTERNAL] RE: Accessory building code amendment

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Yes, please share our comments with P and Z.

How long will the process take? Does it require 3 reading by P and Z and then the council?

The reason I am asking is that the north side of the garage sustained some damage during the duracho when a large limb fell on it. We will need to do some repairs anyway and thought we might wait to do the repairs when we apply for a permit to add on to the garage.

Thank you for your help.

Coleen and Art Chipman

---

**From:** Ryan Rusnak [mailto:rusrusak@northlibertyiowa.org]  
**Sent:** Thursday, August 27, 2020 12:53 PM  
**To:** Coleen Chipman  
**Subject:** RE: [EXTERNAL] RE: Accessory building code amendment

Arthur and Coleen,

Thank you for your input and the opportunity to adapt the City Code to contemporary needs.

We spoke internally and intend to move forward with the ordinance language as I sent to you. 1,750 square is a spacious 6 car garage and feel that is excessive.

We do feel that this will give you the minimum amount of garage you were seeking in the variance application. You could actually go larger than what you were seeking if you combine your two lots.

Would you like me to provide your comments to the Planning Commission?



**RYAN RUSNAK, AICP**  
**PLANNING DIRECTOR**  
(319) 626-5747 office

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**From:** Colleen Chipman [<mailto:iccoleen@southslope.net>]  
**Sent:** Friday, August 21, 2020 7:20 AM  
**To:** Ryan Rusnak <[rrusnak@northlibertyiowa.org](mailto:rrusnak@northlibertyiowa.org)>  
**Subject:** [EXTERNAL] RE: Accessory building code amendment

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Attn: Ryan

After viewing this proposal it makes much more sense than the previous code. This in fact is what I proposed several years ago when I was on the Board of Adjustment. My personal thought is the increase is very minimal, it is just the size of the portable building allowance. I thought that a 350 to 400 ft increase in building size is better in line with lot size increase. At this time there are several buildings in town larger than this but I am not saying that it is right as it all happened before the codes were put in place. That being said I feel we have to always consider the human factor and the unique circumstances which some residents have which is not always by their choosing.

Our suggestion:

- Over .5 acres but less than .75 acres—1350 sf
- Over .75 acres but less than 1 acre—1550 sf
- Over 1 acre—1750 sf

Thank you very much for reviewing the accessory building code. It shows us that you look at the overall picture and are willing to make adjustments.

Sincerely

Arthur and Coleen Chipman

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**From:** Ryan Rusnak [<mailto:rrusnak@northlibertyiowa.org>]

**Sent:** Wednesday, August 19, 2020 8:43 AM

**To:** Coleen Chipman

**Subject:** Accessory building code amendment

Art and Coleen,

This is a draft of the code amendment I came up with. I'd like to hear your thoughts on this.

Underlined is proposed language, strikethrough is deleted language.

Essentially we are proposing a sliding scale for detached garages.

Over .5 acres but less than .75 acres -1,000 sf

Over .75 acres but less than 1 acre – 1,200 sf

Over 1 acre – 1,400.

#### **169.06 LOCATION OF ACCESSORY BUILDINGS AND USES**

Accessory buildings and uses shall occupy the same lot as the main use or building. No lot shall have an accessory building or use without the principal use. No accessory building shall be used as a dwelling unit.

1. Separation from Main Building. All accessory buildings shall be separated from the main building by 10 feet.

2. Yard Encroachment. No accessory building or use shall be located within any yard unless authorized by this Section and/or Section 169.08.

~~2.3. Freestanding Private Garages. No detached garage shall be located within the front yard area of any lot. An accessory building used as a private garage may be located in any portion of the rear or side yard under In addition to one attached private garage, one freestanding private garage may be permitted subject to~~ the following conditions:

~~A. Maximum one private garage per lot.~~

B.A. A maximum square feet gross building area not to exceed 30% of the rear yard area with a maximum size of 850 square feet. On properties exceeding .5 acres but less than .75 acres, the maximum gross building area shall be 1,000 square feet. On properties exceeding .75 acres but less than one acre, the maximum gross building area shall be 1,200 square feet. On properties exceeding one acre, the maximum gross building area shall be 1,400 square feet. Notwithstanding the foregoing, the gross building area shall not exceed the total footprint of the residence.

~~C.B. No portion of the structure located in a rear yard area shall be located in any of the following areas May be located within the rear yard subject to the following:~~

~~(1) Less than four feet from an adjoining property line A minimum of four feet from the side and rear property line.~~

~~(2) Less than A minimum of 20 feet from a public or private right-of-way or alley.~~

~~(3) Within Not within any easement.~~

~~D.C. No portion of the structure located in a side yard area shall be located in any of the following areas: May be located within a side yard subject to meeting the required side yard setback for the main building and not within any easement.~~

~~(1) Less than the required side yard setback for the main building.~~

~~(2) Within any easement.~~

~~(3) Maximum building height of 15 feet.~~

D. Maximum building height of 15 feet.



**ORDINANCE NO. 2020-14**

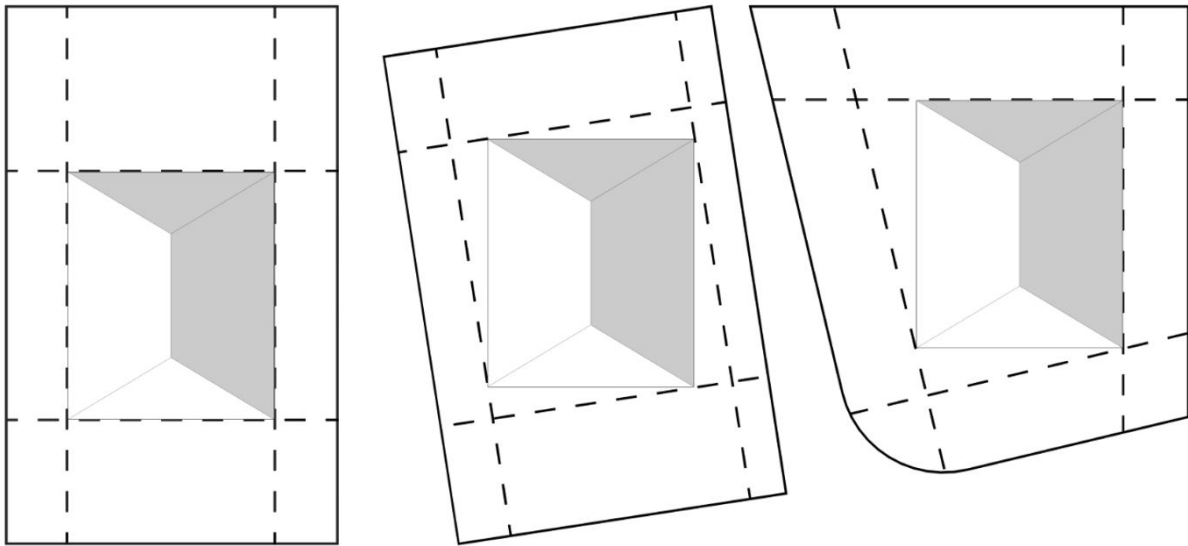
**AN ORDINANCE AMENDING SECTION 167.01 CODE OF ORDINANCES OF NORTH LIBERTY, IOWA, ENTITLED "DEFINITIONS" BY AMENDING CERTAIN DEFINITIONS, ADDING EXHIBITS AND DELETING CERTAIN DEFINITIONS, BY AMENDING VARIOUS SECTIONS IN CHAPTER 169 CODE OF ORDINANCES OF NORTH LIBERTY, IOWA, ENTITLED "DEVELOPMENT REGULATIONS" BY AMENDING SECTION 169.06, ENTITLED "LOCATION OF ACCESSORY BUILDING AND USES" BY ALLOWING AN INCREASED SIZE FOR DETACHED ACCESSORY BUILDINGS BASED ON LOT SIZE, BY ALLOWING GREENHOUSES, GROUND MOUNTED SOLAR SYSTEMS AND FLAGPOLES, BY REORGANIZING SECTION 169.06 AND BY DELETING CERTAIN PROVISIONS IN SECTION 169.06, BY AMENDING SECTION 169.08, ENTITLED "SUPPLEMENTAL YARD AND HEIGHT REGULATIONS" BY REORGANIZING SECTION 169.08 IN TABLE FORMAT, BY CORRECTING CONFLICTING PROVISIONS, AND BY REVISING AND ADDING CERTAIN PROVISIONS, AND BY AMENDING SECTION 169.12, ENTITLED "DESIGN STANDARDS" BY REMOVING ID, RD AND R-FB DISTRICTS FROM EARTH TONE COLOR REQUIREMENTS, BY BETTER DEFINING EARTH TONE COLORS AND BY ALLOWING FLEXIBILTILITY IN ROOF COLOR AS LONG AS IT IS COMPATIBLE WITH THE DESIGN OF THE BUILDING**

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

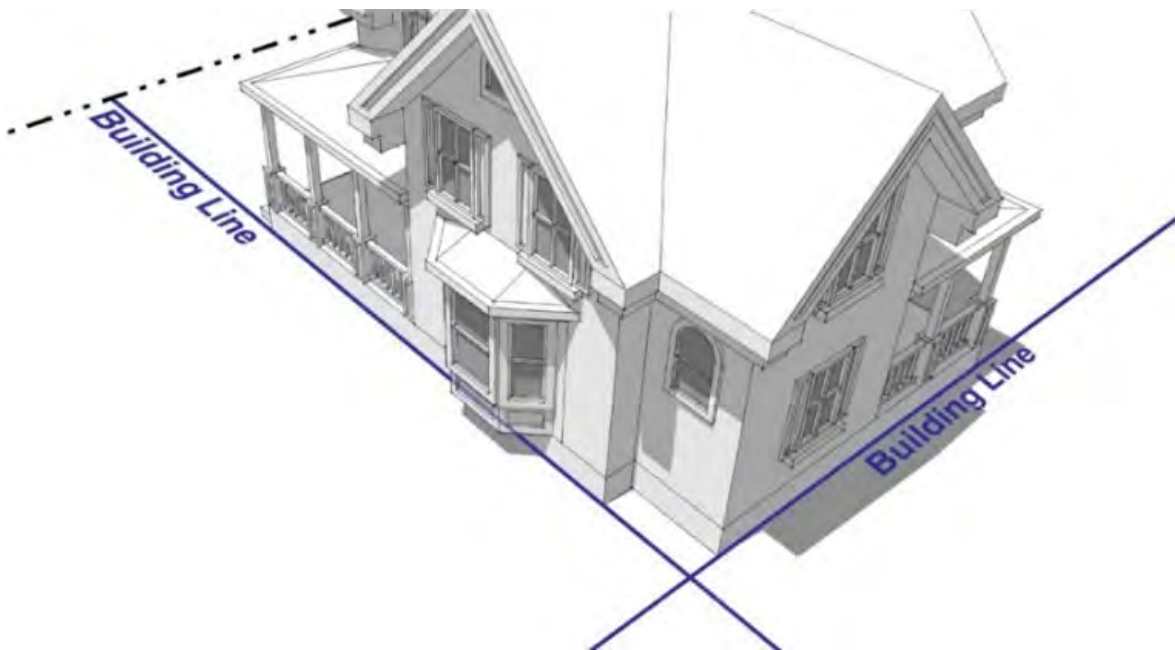
**SECTION 1. AMENDMENT.** That Section 167.01 of the Code of Ordinances of North Liberty, Iowa, entitled "Definitions" (existing definitions for "buildable width", "building line", "corner visual clearance", "garage private", "lot, irregular", "lot width", "setback", "yard", "yard, front", "yard line, front", "yard line, rear", "yard line, side", "yard, rear" and "yard, side" only) is hereby amended by renaming the term "buildable width" to "buildable area" and by modifying the associated definition, by modifying the definition "building line" and adding associated diagrams, by modifying the definition "corner visual clearance" and adding associated diagrams, by modifying the definition "garage, private", by adding the term "lot area" and associated definition, by deleting the term and definition "lot, irregular", by adding the term "lot line" and associated definition, by modifying the definition "lot width", by modifying the definition "setback", by modifying the definition "yard", by renaming the definition "yard, front" to "yard, required front" and by modifying the associated definition, by deleting the term and definitions "yard line, front", "yard line, rear" and "yard line, side", by renaming the term "yard, rear" to "yard, required rear" and by modifying the associated definition, by renaming the term "yard, side" to "yard, required side", by modifying the associated definition and adding diagrams associated with required yard and yard.

"Buildable area" means the portion of a lot, excluding required yards, where a structure or building improvements may be erected.

“Building line” means the perimeter of that portion of a building or structure measured parallel to the lot line. For the purposes of establishing a building line, the building wall does not include permitted encroachments of architectural features, such as bay windows, eaves, and steps and stoops.

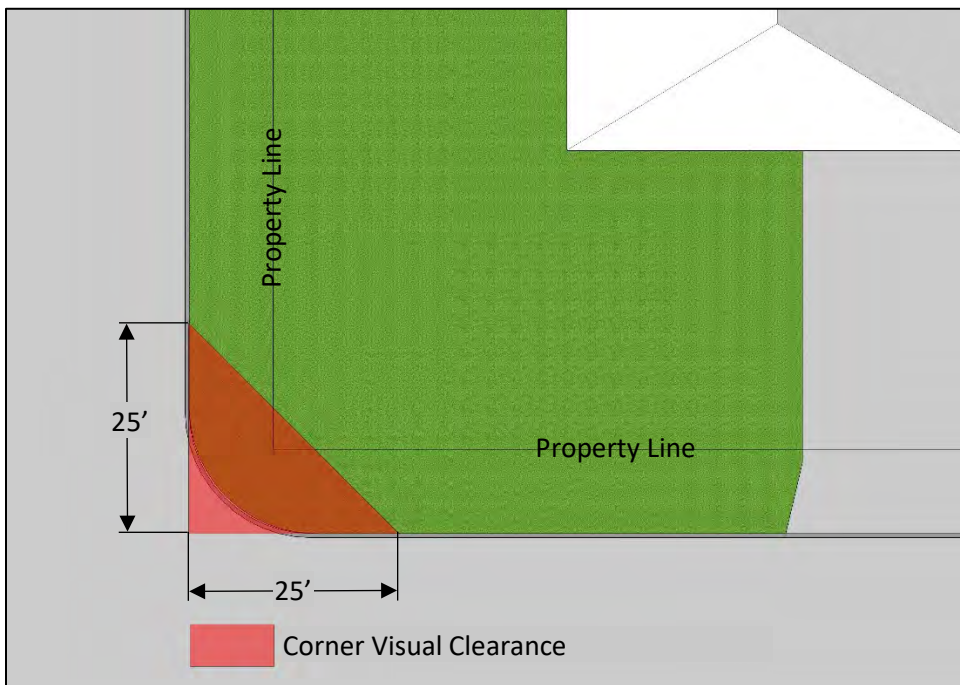
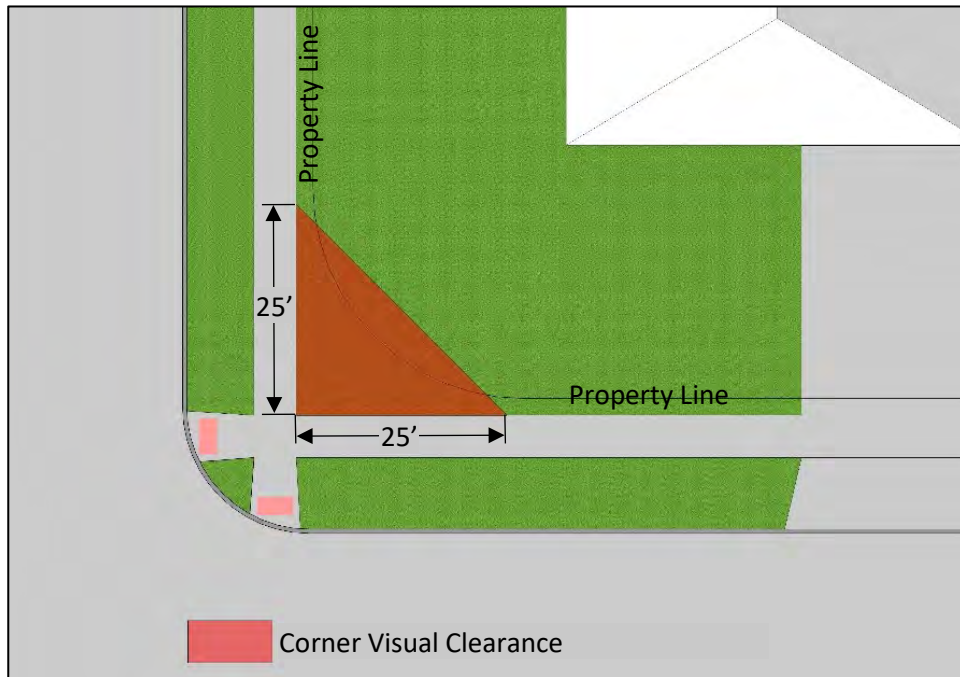


— Property Line  
--- Building Line



“Corner visual clearance” means the requirement that in all districts nothing shall be erected, placed, planted, or allowed to grow on a corner lot in such a manner as to significantly impede vision between a height of three feet above the grades of the area measured as follows: that triangular-shaped area bounded by sidewalks adjacent to a corner lot and a straight line joining points on said sidewalks, 25 feet from said corner. Where no sidewalk(s) exist, the area shall be measured along the back of curb or edge of roadway pavement, as applicable.

Corner Visual Clearance



"Garage, private" means a structure, either attached or detached, designed and/or used for the parking and storage of vehicles as an accessory structure to a residence.

"Lot area" means the total area within the boundaries of a lot, excluding any street right-of-way, usually defined in square footage.

"Lot line" means a line of record that separates one tract from another or from a public or private right of way, as indicated on an approved, filed, and recorded plat or other legal instrument deemed acceptable by the City.

"Lot width" is the horizontal distance between the side lot lines at the required front yard measured along a straight line parallel to the front lot line.

"Setback" means the minimum required distance between the lot line and the required yard.

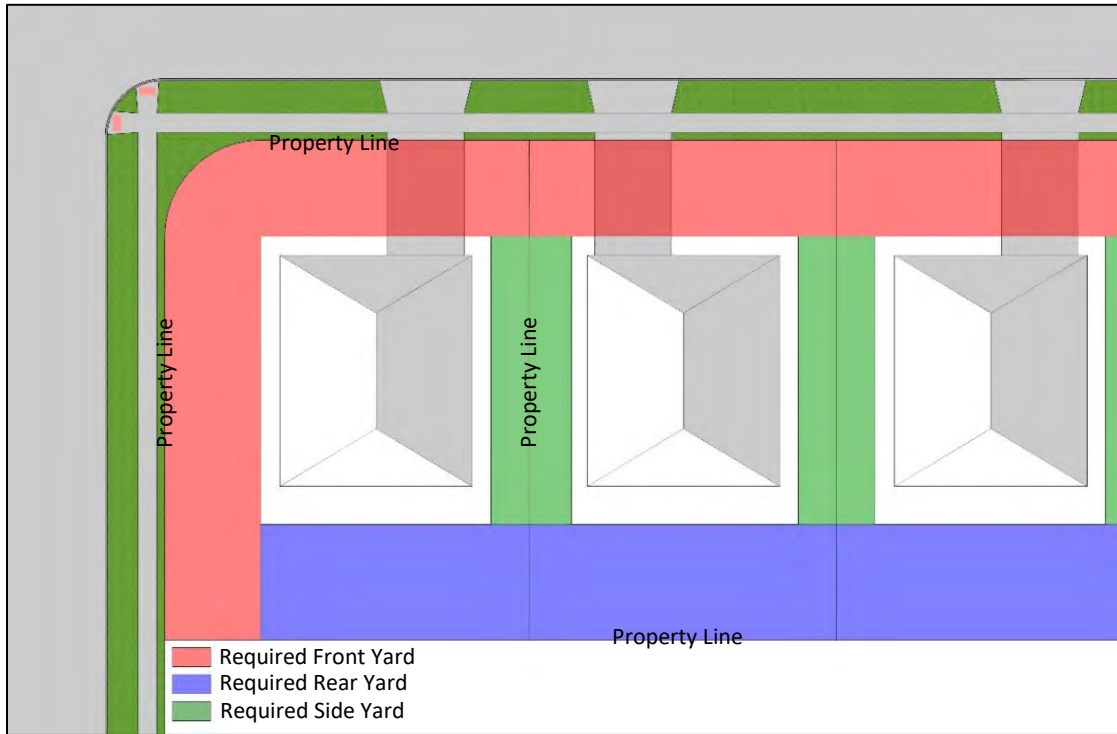
"Yard" means the open space area between the building line of a principal building and the adjacent lot lines, exclusive of facade articulation, such as window or wall recesses and projections.

"Yard, required front" means the required minimum distance per the zoning district that a principal building must be located from the front lot line.

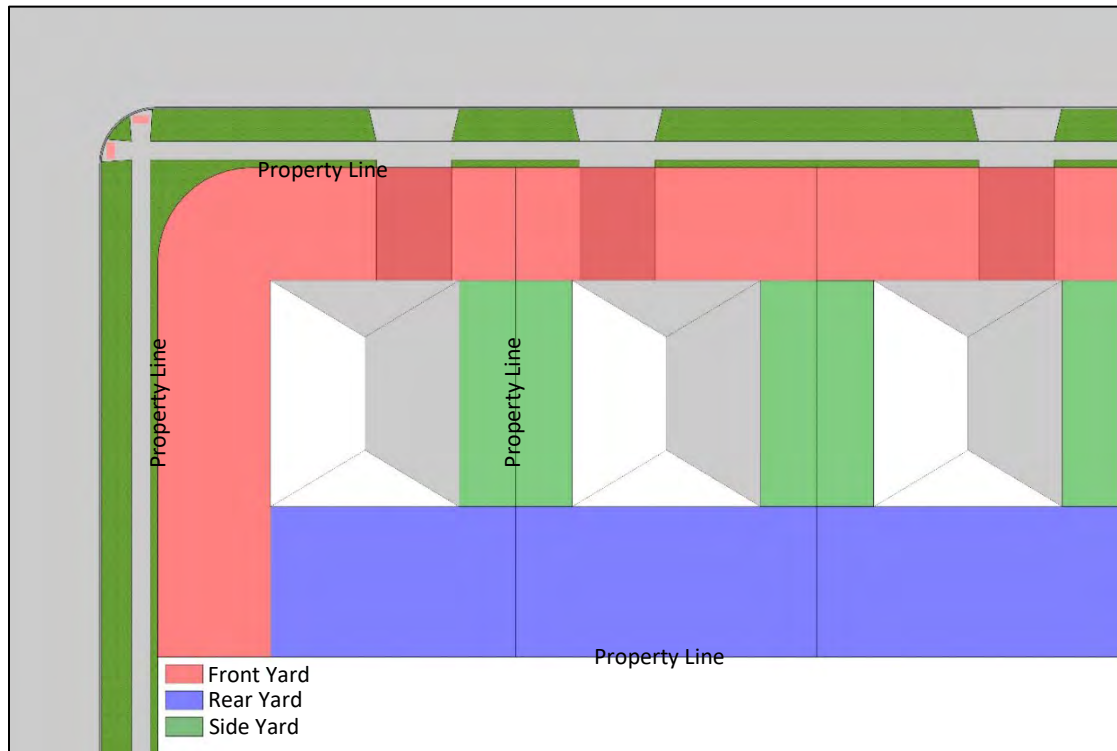
"Yard, required rear" means the required minimum distance per the zoning district that a principal building must be located from the rear lot line.

"Yard, required side" means the required minimum distance per the zoning district that a principal building must be located from the side lot line.

### Required Yard



### Yard



“Zero lot line development” means single-family dwellings arranged on individual lots as either detached structures with one or more side walls on a side lot line

**SECTION 2. AMENDMENT.** That Section 169.06 of the Code of Ordinances of North Liberty, Iowa, entitled "Location of Accessory Buildings and Uses" is hereby amended by removing the minimum separation distance an accessory building must be from the main building, by modifying certain standards for freestanding "private garages", "storage buildings, greenhouses and other similar structures" and "swimming pools", by adding the uses "flag poles" and "freestanding solar systems" and creating certain standards, by reorganizing certain zoning district accessory uses, by deleting the use "Keeping of Small Animals" and associated standards, by deleting the use "Miscellaneous Parking and Storage" and associated standards, by deleting "Accessory Uses in All Other Zones" and associated standards due to the language being relocated, by deleting the use "Guard Dogs in all C, O/RP and I-1 Zone Districts" and associated standards and by renumbering the subsequent subsection to account for the deleted subsections.

### **169.06 LOCATION OF ACCESSORY BUILDINGS AND USES**

Accessory buildings and uses shall occupy the same lot as the main use or building. No lot shall have an accessory building or use without the principal use. No accessory building shall be used as a dwelling unit.

1. Yard Encroachment. No accessory building or use shall be located within any yard unless authorized by this Section and/or Section 169.08.
2. Freestanding Private Garages. In addition to one attached private garage, one freestanding private garage may be permitted subject to the following conditions:
  - A. A maximum gross building area of 850 square feet. On properties exceeding .5 acres but less than .75 acres, the maximum gross building area shall be 1,000 square feet. On properties exceeding .75 acres but less than one acre, the maximum gross building area shall be 1,200 square feet. On properties exceeding one acre, the maximum gross building area shall be 1,400 square feet. Notwithstanding the foregoing, the gross building area shall not exceed the total footprint of the residence.
  - B. May be located within the rear yard subject to the following:
    - (1) A minimum of five feet from the side and rear property line.
    - (2) A minimum of 20 feet from a public or private right-of-way or alley.
    - (3) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
  - C. May be located within a side yard subject to meeting the required side yard setback for the main building and not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
  - D. Maximum building height of 15 feet.
3. Storage Buildings and Greenhouses. A maximum two storage buildings, greenhouses or structures designed for other similar use, or any combination thereof, may be located within the rear yard subject to the following conditions:
  - A. Maximum 200 square feet gross building area per building.
  - B. A minimum of five feet from the side and rear property line.

- C. A minimum of 10 feet from a public or private right-of-way alley.
- D. Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- E. Maximum building height of 10 feet.

4. Other accessory uses.
  - A. Swimming pools. Swimming pools may be located within the rear yard subject to the following conditions:
    - (1) A minimum of five feet from the side and rear property line.
    - (2) A minimum of 10 feet from a public or private right-of-way.
    - (3) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
  - B. Flagpoles. Flagpoles may be permitted within any yard subject to the following conditions:
    - (1) Limited to the maximum of three poles.
    - (2) Limited to the maximum height for the district or 40 feet, whichever is less.
    - (3) A minimum of five feet from any property line.
    - (4) External illumination of flags is permitted but must be focused on the flagpole and flag.
  - C. Freestanding solar systems. Freestanding solar systems may be located within the rear yard subject to the following conditions:
    - (1) Must meet the required side and rear yard setback for the main building.
    - (2) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
    - (3) Maximum system height of 15 feet.
5. District Specific Accessory Uses.
  - A. In RS and RD districts, the storage of wood, lumber, and other material where the land occupied by such storage is confined to one location in the rear yard area with a maximum area of one hundred square feet, provided that there are at least eight inches of free air space under such storage.
  - B. In all districts besides RS and RD districts, a conditional use permit is required for any outdoor storage or display. Notwithstanding the foregoing, the outdoor display of merchandise associated with the principal use may be permitted without a conditional use permit as long as the area is 100 square feet or less.
6. Food Pantry. One accessory building to provide services as a food pantry is allowed as an accessory use only under the following conditions:
  - A. Permitted only as an accessory use for non-profit organizations.
  - B. A maximum of one accessory use building is allowed on the lot with the principal use structure in addition to one storage building or garage associated with the principal use structure.
  - C. Commercial for-profit uses are expressly disallowed.
  - D. Any type of housing, including transient housing, is expressly disallowed.
  - E. The accessory use building and underlying land shall remain at all times in the same ownership as the principal use on the lot.
  - F. Parking shall be provided in accordance with code requirements.
  - G. Maximum accessory use signage: 1 sign, ground or wall, not larger than 8 square feet.
  - H. Maximum accessory building height: 1 floor.
  - I. Principal structure setback requirements are to be observed for the accessory building described herein.



- J. Maximum size of the accessory building is to be 2,500 square feet, but in no case larger than the square foot total of the principal structure.
- K. Design standards apply to the accessory building as well as the principal building.
- L. A conditional use approval is required.

**SECTION 3. AMENDMENT.** That Section 169.08 of the Code of Ordinances of North Liberty, Iowa, entitled “Supplemental Yard and Height Regulations” (subsections 8 through 12 only) is hereby amended by replacing subsections 8 through 12 with a new subsection 8, which lists permitted encroachments into required yards and exceeding maximum building height into a table format.

**169.08 SUPPLEMENTAL YARD AND HEIGHT REGULATIONS**

8 Permitted Encroachments into Required Yards and Exceeding Maximum Building Height.

- A. An encroachment is the extension or placement of an accessory structure or architectural feature into a required yard. Permitted encroachments are indicated in Table 169.08-1: Permitted Encroachments into Required Yards and Exceeding Maximum Building Height.
  - (1) Section 169.06 contains regulations on accessory buildings and uses not listed in Table 169.09-1, which may include additional permissions or restrictions for their permitted encroachment into yards.
  - (2) When an accessory structure or architectural feature regulated by Table 169.08-1 is prohibited from encroaching in a required yard, the structure or architectural feature may be located in the corresponding yard beyond the required yard unless specifically prohibited by the table.
  - (3) Encroachments shall be subject to the Corner Visual Clearance.
- B. In districts where a maximum height is imposed, such height limitations shall not apply to certain appurtenances and structures and are indicated in Table 169.08-1: Permitted Encroachments into Required Yards and Exceeding Maximum Building Height.

<b>Table 169.08-1: Permitted Encroachments Into Required Yards and Exceeding Maximum Building Height</b>				
<b>Y= Permitted // N= Prohibited</b>				
<b>Max. = Maximum // Min. = Minimum</b>				
	<b>Required Front Yard</b>	<b>Required Side Yard</b>	<b>Required Rear Yard</b>	<b>Exceed Max. Building Height</b>
Accessibility Ramp	Y	Y	Y	N
Air Conditioner Window Unit Max. projection of 18" from building wall	Y	Y	Y	N
Arbor or Trellis	Y	Y	Y	N
Awning or Sunshade Max. of 2' Does not include awnings used as a sign (See Chapter 173)	Y	Y	Y	N
Bay Window Max. of 2' Min. of 24" above ground	Y	Y	Y	N
Canopy Max. of 2' Does not include canopies used as a sign (See Chapter 17.12)	Y	Y	Y	N
Chimney	Y	Y	Y	Y

**Table 169.08-1: Permitted Encroachments Into Required Yards and Exceeding Maximum Building Height**  
**Y= Permitted // N= Prohibited**  
**Max. = Maximum // Min. = Minimum**

	Required Front Yard	Required Side Yard	Required Rear Yard	Exceed Max. Building Height
Max. of 18" into required yard				
Elevator and Stairway Bulkheads	N	N	N	Y
Emergency sirens and similar devices.	N	N	N	Y
Deck (uncovered) Min 5' from side lot line Min 10' from rear lot line	N	Y	Y	N
Dog House Min. of 4' from any lot line.	N	N	Y	N
Eaves, Gutters and Downspouts Max. of 4' into required yard	Y	Y	Y	N
Fire Escape Max. of 3' into required yard	N	Y	Y	Y
Fire Training Tower	N	N	N	Y
Gazebo or Pergola Min. of 5' from any lot line.	N	Y	Y	N
Grain Elevator (and necessary mechanical appurtenances)	N	N	N	Y
Landscaping	Y	Y	Y	N
Patio (uncovered) Min. 5' from any lot line	N	Y	Y	N
Personal Recreation Game Court Min. of 5' from any lot line	N	N	Y	N
Playground Equipment Min. of 4' from any lot line	N	N	Y	N
Sidewalk Min. of 3' from any lot line except front lot line.	Y	Y	Y	N
Sills, Belt course, Cornices, and Ornamental features Max. of 2' into required yard	Y	Y	Y	N
Silos	N	N	N	Y
Smokestack	N	N	N	Y
Steeple, Spires and Belfries	N	N	N	Y
Stoop Max. of 4' into required yard	Y	Y	Y	N
Utility Equipment (Directly Connected to Structure being Served). Max. of ½ into Required Yard	N	Y	Y	Y
Water Towers and Cooling Towers	N	N	N	Y

**SECTION 4. AMENDMENT.** That Section 169.12 of the Code of Ordinances of North Liberty, Iowa, entitled "Design Standards" (Subsection 1.A only) is hereby amended by removing ID, RD and R-FB districts from the earth tones requirement, by defining earth tone colors and listing prohibited colors and materials and by modifying requirements for the roof slope and color.

#### **169.12 DESIGN STANDARDS**

This section is intended to provide consistent high-quality general design standards for the community.

1. Requirements for All Districts. The following requirements shall be observed for all development in all districts:
  - A. Building design shall be visually harmonious and compatible with the neighborhood character.
  - B. Buildings located on property with double frontages shall have similar wall design facing both streets.
  - C. Buildings shall have a consistent architectural style throughout the development on each lot, as defined by repetition of exterior building material and colors, and architectural elements.
  - D. Except for the ID, RS RD and R-FB districts, color schemes shall be primarily based on earth tones. Earth tone colors include colors from the palette of browns, tans, greys, greens, and red. Earth tone colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors. In any district, the use of high intensity colors, neon or fluorescent color and neon tubing is prohibited.
  - E. Special attention shall be taken to incorporate external mechanical equipment into the design such that it does not detract from the aesthetics of the site and building.
  - F. Except in the R-FB district, a minimum roof pitch of 5:12 shall apply to gable, hip, or shed roofs. This does not apply to portions of a roof that are separate from the structure's primary roof. The color of the roof shall be visually harmonious and compatible with the building color scheme.

**SECTION 5. REPEALER.** All Ordinances or 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 \_\_\_\_\_.

Second reading on \_\_\_\_\_.

Third 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. 2020-13 in the *North Liberty Leader* on \_\_\_\_\_.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK



# **Street Finance Report – FY 20**

Street Finance Report for North Liberty 2020

Summary	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Beginning Balance		\$1,700,814		\$500			\$1,701,314
Expense		\$2,213,008		\$2,448,351	\$4,298,852		\$8,960,211
Revenue		\$2,352,124		\$2,448,351	\$7,179,257		\$11,979,732
Ending Balance		\$1,839,930		\$500	\$2,880,405		\$4,720,835

Resolution Number: 2020-75

Execution Date: 09/22/2020

Signature: Terry L. Donahue, Mayor

Street Finance Report for North Liberty 2020

Expenses	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets		\$461,292					\$461,292
Benefits - Roads/Streets		\$253,340					\$253,340
Training & Dues		\$1,564					\$1,564
Building & Grounds Maint. & Repair		\$8,134					\$8,134
Vehicle & Office Equip Operation and Repair		\$47,095					\$47,095
Other Utilities		\$20,789					\$20,789
Other Maintenance and Repair		\$825					\$825
Insurance		\$21,780					\$21,780
Medical		\$1,933					\$1,933
Street Maintenance Expense		\$151,334					\$151,334
Technology Expense		\$11,704					\$11,704
Other Contract Services		\$4,087					\$4,087
Other Equipment		\$40,342					\$40,342
Office Supplies		\$2,356					\$2,356
Operating Supplies		\$7,553					\$7,553
Postage & Safety		\$6,005					\$6,005
New Posts & Signs		\$4,261					\$4,261
Replacement Posts & Signs		\$17,295					\$17,295
Other Supplies		\$12,310					\$12,310
Heavy Equipment		\$329,000					\$329,000
Street - Capacity Improvement					\$4,298,852		\$4,298,852
Principal Payment		\$120,000		\$2,084,409			\$2,204,409
Interest Payment		\$26,240		\$361,922			\$388,162
Bond Registration Fees		\$500		\$2,020			\$2,520
Transfer Out		\$377,966					\$377,966
Street Lighting		\$71,984					\$71,984
Traffic Control/Safety		\$92,741					\$92,741
Snow Removal		\$120,578					\$120,578
<b>Total</b>	<b>\$0</b>	<b>\$2,213,008</b>	<b>\$0</b>	<b>\$2,448,351</b>	<b>\$4,298,852</b>	<b>\$0</b>	<b>\$8,960,211</b>



Street Finance Report for North Liberty 2020

Revenues	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
TIF Revenues				\$2,448,351			\$2,448,351
State Revenues - Road Use Taxes		\$2,352,124					\$2,352,124
Proceeds from Debt					\$6,801,291		\$6,801,291
Transfer In					\$377,966		\$377,966
<b>Total</b>	\$0	\$2,352,124	\$0	\$2,448,351	\$7,179,257	\$0	\$11,979,732

Street Finance Report for North Liberty 2020

<b>Bond/Loan Description</b>	<b>Principal Balance As of 7/1</b>	<b>Total Principal Paid</b>	<b>Total Interest Paid</b>	<b>Principal Roads</b>	<b>Interest Roads</b>	<b>Principal Balance As of 6/30</b>
2012A	\$1,045,000	\$120,000	\$26,240	\$69,091	\$15,108	\$925,000
2013C	\$1,870,000	\$350,000	\$40,338	\$184,887	\$21,308	\$1,520,000
2014C GO Corp Purpose	\$1,910,000	\$305,000	\$38,200	\$188,528	\$23,612	\$1,605,000
2015A GO Corporate Purpose	\$6,450,000	\$910,000	\$129,000	\$188,484	\$26,719	\$5,540,000
2017A GO Corp Purpose	\$3,075,000	\$610,000	\$92,250	\$84,589	\$12,792	\$2,465,000
2018A GO Corp Purpose	\$4,595,000	\$335,000	\$128,883	\$244,151	\$93,931	\$4,260,000
2017B GO Corp Purpose	\$6,165,000	\$1,155,000	\$127,781	\$892,303	\$98,718	\$5,010,000
2019A GO Corp Purpose	\$8,010,000	\$415,000	\$113,030	\$352,376	\$95,974	\$7,595,000

Street Finance Report for North Liberty 2020

Description	Model Year	Usage Type	Cost	Purchased Status
FL-70 Bucket Truck	2000	Purchased	\$65,000	No Change
Ford F-250 Pickup	2003	Purchased	\$3,000	No Change
John Deere 5115 M Tractor	2019	Purchased	\$67,303	No Change
Tarrant Leaf Vac	1998	Purchased	\$13,200	No Change
Air Compressor	2001	Purchased	\$11,802	No Change
Speedflo Paint Sprayer	2005	Purchased	\$6,000	No Change
Vermeer Chipper	2007	Purchased	\$25,000	No Change
Stanley 656 BReaker	2008	Purchased	\$12,310	No Change
18" Concrete Saw	2008	Purchased	\$5,899	No Change
Ford Ranger with topper	2011	Purchased	\$22,432	No Change
Crafco Crack Sealer	2010	Purchased	\$47,351	No Change
John Deere 5115 M Tractor	2012	Purchased	\$61,661	No Change
Ford F-555 Dump/Snow Plow	2013	Purchased	\$74,750	No Change
Ford F-555 Dump/Snow Plow	2015	Purchased	\$77,123	No Change
International Dump/Snowplow Truck	2011	Purchased	\$150,539	No Change
International Dump/Snowplow Truck	2011	Purchased	\$150,539	No Change
International Dump/Snowplow Truck	2011	Purchased	\$150,538	No Change
International Elgin Whirlwind	2015	Purchased	\$226,182	No Change
Case Road Grader	2007	Purchased	\$93,850	No Change
Hurricane 4020 Leaf Vac	2012	Purchased	\$62,760	No Change
Allied 96" Snowblower	2012	Purchased	\$28,620	No Change
Road Groomer	2012	Purchased	\$16,500	No Change
Pace America Push Camera & Trailer	2009	Purchased	\$65,981	No Change
Dodge 2500 Pickup	2001	Purchased	\$2,000	No Change
BMY by Harsco Semi tractor	1991	Purchased	\$0	No Change
BMY by Harsco Dump truck	1992	Purchased	\$0	No Change
International Dump/Snowplow Truck	2016	Purchased	\$162,279	No Change
Case Backhoe Tractor	2013	Purchased	\$50,375	No Change
Freightliner Vactor Truck	2016	Purchased	\$250,000	No Change
Freightliner Dumptruck with snowplow	2017	Purchased	\$180,000	No Change
Freightliner Dumptruck with snowplow	2017	Purchased	\$170,000	No Change
Aerial Platform Lift JLG 6605J	2016	Purchased	\$87,000	No Change
1500 Crew Cab Truck	2017	Purchased	\$34,000	No Change

Street Finance Report for North Liberty 2020

Crew Cab Truck	2017	Purchased	\$34,000	No Change
John Deere 5115 M Tractor	2018	Purchased	\$70,000	No Change
Brine Trailer	2017	Purchased	\$15,000	No Change
Case 621Gxt Wheel Loader with plow and wing	2018	Purchased	\$185,000	No Change
H&H 24 ft. tilt trailer	2019	Purchased	\$8,700	No Change
Bobcat E50 Minihoe	2019	Purchased	\$70,000	New
Bobcat T770 skidsteer	2019	Purchased	\$78,000	New
RAM 5500 with snow blade	2020	Purchased	\$76,000	New
C3500 Concrete Saw	2020	Purchased	\$16,000	New

Street Finance Report for North Liberty 2020

Project Description	Contract Price	Final Price	Contractor Name
Reconstruct Main Street from Cherry to Dubuque Street, approximately 750- ft with new 29-foot wide PCC urban section street	\$738,648	\$757,173	Schrader Excavating and Grading Co.
Improvements to Penn Street from Stewart Street to Front Street	\$2,792,946	\$2,812,233	All American Concrete, Inc.
Replacement of intersection panels and addition of right turn lane at intersection of North Bend Drive and Dubuque Street	\$147,464	\$147,464	Peterson Contractors, Inc.

**Resolution No. 2020-75**

**RESOLUTION APPROVING THE CITY STREET FINANCIAL  
REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2020**

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

**WHEREAS**, the Iowa Department of Transportation requires, as a condition for the receipt of State Road Use Tax funds, that each city submit an annual accounting of all the monies spent annually for the construction and maintenance of streets within the city;

**WHEREAS**, the actual expenditures of the City of North Liberty, Iowa, for its street construction and maintenance program for the fiscal period ending June 30, 2020, have been set forth in the City Street Financial Report for City; and

**WHEREAS**, the City council of North Liberty, Iowa, is desirous of approving said report.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of North Liberty, Iowa, that the City Street Financial Report for City Streets be approved and adopted.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to transmit copies of said report to the Iowa Department of Transportation as required by law.

**APPROVED AND ADOPTED** this 22nd day of September, 2020.

CITY OF NORTH LIBERTY:

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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.

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TRACEY MULCAHEY, CITY CLERK



# **Investment Policy**



# Investment Policy

Approved: February 14, 2006

Last Reviewed: September 22, 2020



**SECTION 1**  
**SCOPE OF INVESTMENT POLICY**

The Investment Policy of the City of North Liberty shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the City of North Liberty. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this investment policy, but also be consistent with any applicable bond resolution. This Investment Policy is intended to comply with Iowa Code Chapter 12B.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The governing body or officer of the City of North Liberty to which the Investment Policy applies.
2. All depository institutions or fiduciaries for public funds of the City of North Liberty.
3. The auditor engaged to audit any fund of the City of North Liberty.
4. The State Auditor.

In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of the funds of the City of North Liberty.

**SECTION 2**  
**DELEGATION OF AUTHORITY**

In accordance with Iowa Code section 12B.10(I), the responsibility for conducting investment transactions resides with the Treasurer of the City of North Liberty. Only the Treasurer and those authorized by resolution may invest public funds and a copy of any empowering resolution shall be attached to this Investment Policy.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the City of North Liberty, shall require the outside person to notify the City of North Liberty in writing, within thirty days of receipt of all communication from the Auditor of the outside person or any

regulatory authority, of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the City of North Liberty by the outside person.

The records of investment transactions made by or on behalf of the City of North Liberty are public records and are the property of the City of North Liberty whether in the custody of the City of North Liberty or in the custody of a fiduciary or other third party.

The Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the City of North Liberty responsible for elements of the investment process and to address the capability of investment management.

The controls shall provide for receipt and review of the audited financial statement and related reports on internal control structure of all outside persons performing any of the following for the City of North Liberty.

1. Investing public funds the City of North Liberty.
2. Advising on the investment of public funds the City of North Liberty.
3. Directing the deposit or investment of public funds the City of North Liberty.
4. Acting in a fiduciary capacity for the City of North Liberty.

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

The Treasurer of and all employees authorized to place investments shall be bonded in the amount of **\$500,000**.

### **SECTION 3 OBJECTIVES OF INVESTMENT POLICY**

The primary objectives, in order of priority, of all investment activities involving the financial assets of the City of North Liberty shall be the following:

1. Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. Liquidity: Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. Return: Obtaining a reasonable return is the third investment objective.

#### **SECTION 4 PRUDENCE**

The Treasurer of the City of North Liberty when investing or depositing public funds shall exercise the care, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 2 investment objectives. This standard requires that when making investment decisions, the Treasurer shall consider the role that the investment or deposit plays within the portfolio of the City of North Liberty assets of and the investment objectives stated in Section 2.

When investing assets of the City of North Liberty for a period longer than two (2) years, the Treasurer shall request competitive investment proposals for comparable credit and term investments from a minimum of three (3) investment providers.

#### **SECTION 5 INSTRUMENTS ELIGIBLE FOR INVESTMENT**

Assets of the City of North Liberty may be invested in the following:

- Interest bearing savings accounts, interest bearing money market accounts, and interest bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of the City of North Liberty. Deposits in any financial institution shall not exceed the amount approved by the governing body of the City of North Liberty.
- Obligations of the United States government, its agencies and instrumentalities.
- Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Iowa Code chapter 12C.

- Iowa Public Agency Investment Trust (“IPAIT”).
- Prime bankers' acceptances that mature within 270 days of purchase and that are eligible for purchase by a federal reserve bank.
- Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, as established by at least one of the standard rating services approved by the Superintendent of Banking.
- Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities and takes delivery of the collateral either directly or through an authorized custodian.
- Insured deposits or certificates of deposits, invested pursuant to Iowa Code Section 12B.10(7), in an amount above any insured portion of the public funds on deposit at a federally insured Iowa depository institution approved and secured pursuant to Iowa Code chapter 12C.
- An open-end management investment company registered with the Securities & Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. Section 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7, whose portfolio investments are limited to those instruments individually authorized in this Section 5 of this Investment Policy.
- Warrants or improvement certificates of a levee or drainage district.
- All instruments eligible for investment are further governed by all other provisions of this Investment Policy, including Section 7 Investment Maturity Limitations and Section 8, Diversification Requirements.

## **SECTION 6**

### **PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES**

Assets of the City of North Liberty shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.

Assets of the City of North Liberty shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.

2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.

If a fiduciary or other third party with custody of public investment transaction records of the City of North Liberty fails to produce requested records when requested by the City of North Liberty within a reasonable time, the City of North Liberty shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

## **SECTION 7 INVESTMENT MATURITY LIMITATIONS**

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The Treasurer may invest funds of the City of North Liberty that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven days (397) days. However, all investments of the City of North Liberty shall have maturities that are consistent with the needs and use of the City of North Liberty.

## **SECTION 8 DIVERSIFICATION**

Investments of the City of North Liberty are subject to the following diversification requirements:

Prime bankers' acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of North Liberty shall be invested in prime bankers' acceptances; and

2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of North Liberty shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of North Liberty shall be in commercial paper or other short term corporate debt;
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of North Liberty shall be invested in the securities of a single issuer; and
3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in paper and debt rated in the second highest classification.

Where possible, it is the policy of the City of North Liberty to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on Instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

## **SECTION 9 SAFEKEEPING AND CUSTODY**

All invested assets of the City of North Liberty involving the use of a public funds custodial agreement, as defined in Iowa Code section 12B.10C, shall comply with all rules adopted pursuant to Iowa Code section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the state of Iowa. All invested assets of the City of

North Liberty eligible for physical delivery shall be secured by having them held at a third party custodian. All purchased investments shall be held pursuant to a written third party custodial agreement requiring delivery versus payment and compliance with all rules set out in this Section 9.

**SECTION 10**  
**ETHICS AND CONFLICT OF INTEREST**  
**(POLICY CONSIDERATION)**

The Treasurer and all officers and employees of the City of North Liberty involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investments or loans in excess of \$1,000,000 in or with any entity that the City of North Liberty has declared as a depository or with which the City of North Liberty regularly conducts investment business shall be disclosed in writing to the governing board of the City of North Liberty.

**SECTION 11**  
**REPORTING**

The Treasurer shall submit the City of North Liberty an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectations.

**SECTION 12**  
**INVESTMENT POLICY REVIEW AND AMENDMENT**

This Investment Policy shall be reviewed every three (3) years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.

**Resolution No. 2020-76**

**RESOLUTION APPROVING THE INVESTMENT POLICY FOR THE CITY OF NORTH LIBERTY, IOWA**

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

**WHEREAS**, the City of North Liberty adopted an Investment Policy on February 14, 2006;

**WHEREAS**, the policy was last reviewed and approved in September 2017;

**WHEREAS**, the City reviews and updates the policy every three years; and

**WHEREAS**, the City's Investment Policy has been reviewed and has been updated to match the recommended policy from the State Auditor's Office.

**NOW, THEREFORE, BE IT RESOLVED** that the reviewed Investment Policy for North Liberty, Iowa be approved.

**APPROVED AND ADOPTED** this 22th day of September, 2020.

CITY OF NORTH LIBERTY:

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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.

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TRACEY MULCAHEY, CITY CLERK





# **Purchasing Policy**



# Purchasing Policy

Approved: October 26, 2009  
Last Reviewed: September 22, 2020

## TABLE OF CONTENTS

<b>Section No.</b>	<b>Title</b>	<b>Page(s)</b>
Section I	Purchasing Policy	3-4
Section II	Types of Purchases	5-8
Section III	Purchase Orders	9-10
Section IV	Receiving	11
Section V	Uniform Grant Guidance	12-23
Appendix I	Cardholder User Agreement	24

## **SECTION I PURCHASING POLICY**

### **General Policy**

The purchasing function involves the procurement of materials, supplies, equipment and services at the lowest possible cost consistent with the quality needed for the proper operation of various municipal departments and consistent with City Council policy. The intent of this policy is to promote fiscal responsibility.

The City of North Liberty will make a good faith effort to purchase goods and services from the North Liberty business community whenever possible. The costs of those goods and services shall be on parity with the costs of those same goods and services available outside the community. If the cost of the goods or the availability of services is not favorable to the City, purchases may be made outside the community.

### **General Practices**

- Whenever possible, purchases shall be requested to allow for ample time for processing and delivering the order.
- Purchase orders will be processed as needed.
- A full and accurate description of materials, supplies, equipment or services shall be provided.
- Supplies shall be of a quality to suit the intended purpose at the least expense.
- Supplies shall be purchased in sufficient quantities that will meet the normal requirements of the City for a reasonable time.
- Invoices, bills and receipts must be submitted by Wednesday at noon in order to be approved at the following Tuesday Council meeting.
- Invoices, bills and receipts shall be submitted immediately after department head approval and shall not be held for the change of a fiscal year. If the current fiscal year budget cannot support a purchase, said purchase must be delayed until the new fiscal year. It is the Department Head or Designee's responsibility to determine if funding is available.
- Invoices needing to be paid prior to the close of the fiscal year must be submitted to the Administrative Assistant by the Wednesday (noon) prior to the last Council meeting of the fiscal year.
- Every effort shall be made to purchase supplies and services from vendors who have businesses within the City of North Liberty. Exceptions to this policy may include:
  - When supplies or services are not available from local vendors or prices of local vendors exceed prices of vendors located outside the corporate limits.
  - When supplies or services are available locally but have to be ordered or scheduled, requiring inordinate delay in the department's work, project or activity.
  - In emergency situations when local businesses are closed or vehicle/personnel are outside of the City.

### **Department Director and Authorized Individuals**

The Department Director of the requesting department must first approve any request for purchase. The Department Director may appoint an individual within the department to maintain

inventories and prepare requests for the department. Notification of such an appointment shall be made to the City Clerk and/or City Administrator.

**City Clerk**

The City Clerk will ensure that, for accounting purposes, necessary records are kept and made available for reference.

**City Administrator**

Any purchase order, once approved by the Department Director or authorized individual and reviewed by the Administrative Assistant, shall be forwarded to the City Administrator for approval. The City Administrator will make a determination based upon the information provided on the purchase order and possible further inquiries. Except in cases where purchases exceed the annually adopted budget, the decision of the City Administrator will be final.

**City Council**

City Council approval will be necessary for applicable purchases that exceed that annually adopted budget.

## **SECTION II TYPES OF PURCHASES**

### **General**

The circumstances which are involved in the purchase of an item and/or service vary considerably. The following types of purchases define the situation, explain the purchasing procedures involved and describe the role of the Department Director or authorized individual in the process.

### **Routine Purchases**

Those budgeted items (equipment, supplies, materials, etc.) or services which are used by the department in the operation of city business that are neither ongoing or contractual purchases as defined on page six (6) of this policy and do not exceed the amounts approved in the annually adopted budget are routine purchases. Such purchases may require quotations, obtained by the Department Director or authorized individual, and a purchase order.

### **Purchase with a Value Under \$1,000.**

Routine purchases that have a value of less than \$1,000 do not require any formal purchasing procedures, unless the amount exceeds the annually adopted budget. Purchases may be made by any City employee authorized by the Department Director.

### **Purchase with a Value above \$1,000**

A routine purchase with a value between \$1,000 and \$10,000 requires a purchase order and at least two (2) quotations unless the item or service obtained or provided is such that two (2) quotations cannot be obtained.

A routine purchase with a value of greater than \$10,000 requires a purchase order and three (3) quotations or submitted bids from interested vendors, unless the item or service obtained or provided is such that three (3) quotations cannot be obtained.

In the event that bids or quotations cannot be obtained, a detailed explanation must be submitted with the requisition. If the purchase amount for any purchase exceeds the annually adopted budget, approval from Council is required.

### **Emergency Purchases**

An emergency situation exists when an item or service that is necessary to a department's work, project or activity must be purchased as soon as possible so not to jeopardize that particular work, project or activity. In such a case, a purchase may be made without the immediate presentation of a purchase order. However, upon the completion of the work, project or activity, or at the beginning of the next work day, a purchase order shall be submitted with an explanation of the circumstances that resulted in the emergency purchase procedure.

## **On-Going Purchases**

Any item or service that is used by the City on an on-going basis and which, by the nature of the item or service, is not subject to competitive buying, is available only through one vendor, and is accordingly billed at regular, consistent, and predictable intervals, is an on-going purchase and is not subject to the purchasing procedures; thereby eliminating the need for a purchase order.

### List of On-Going Purchases and Expenses

- Publication of city proceedings, as required by law.
- Postal services.
- Contractual purchases and maintenance agreements. Those items or services which are provided as a result of the City entering into a binding and legal agreement with the vendor are contractual purchases.
- Bonds and principal representing bonded indebtedness of the City, when said bonds and principal are due and presented for payment.
- All interest on bonded indebtedness of the City when the same is due and coupons are presented for payment, or when the contracted bond Registrar requests payment
- All sales tax due the State of Iowa.
- All utility bills for water, electricity, gas, telecommunication, etc.
- All medical, dental, vision, disability and life insurance premiums and medical claims from insurance provider.
- Salaries and wages of appointed officers and employees at the rates authorized by City Council resolution.
- Payment of federal and state withholding taxes, social security, Medicare, retirement fund and IPERS contributions, and unemployment taxes as required.
- Recording fees for documents filed at the Johnson County Recorder's Office.
- Court costs and filing fees for Police Department matters.
- Expenses paid to the Iowa Law Enforcement Academy for the training, lodging, food and other related costs to certify a police officer.
- Essential software subscriptions (i.e. Microsoft, Adobe) that are only available from a single vendor.

## **Purchase/Procurement Card Purchases**

The purpose of a purchasing/procurement card program is to provide an efficient, cost effective method of purchasing and paying for small dollar as well as high-volume, repetitive purchases, items that require advance deposits, such as hotel reservations and when it is necessary to expedite delivery of goods. This type of program is designed as an alternative to the traditional purchasing process reducing the volume of purchase orders, invoices and checks processed.

Authorized purchases using a City issued card include:

- Purchase of materials/equipment for City work via the internet when no other purchase option is available.
- Payment for travel and conference fees for City staff and City Council.
- Purchases requiring immediate payment and the City is unable to issue a check for the purchase.

- Other uses specifically approved.

A purchase/procurement card shall not be issued without the approval of the Department Director and City Administrator. Each issued card will include the individual's name along with the City's name and tax exemption number. Each Department Director will determine when an employee will be allowed to use their individualized purchasing/procurement card.

Each individual issued a purchasing/procurement card will be required to sign an affidavit acknowledging responsibility for the safe keeping and proper use of the card. Upon employee termination, both voluntarily and due to disciplinary action, the purchasing/procurement card shall be returned to the City Clerk and all purchases will be suspended and reconciled.

Any card may be withdrawn from the program for misuse, which shall include, but is not limited to periodic audits for card activity and retention of sales receipts and documentation of purchases.

Lost or stolen cards must be reported immediately to the City Clerk. Any cost associated with the replacement of cards will be borne by the responsible employee. The card will be automatically suspended and a new card will be sent to the city. **It is extremely important to act promptly in the event of a lost or stolen card to avoid city liability for fraudulent transactions.** As with a personal charge card, you will no longer be able to use the account number after notifying the bank. A new card should be issued shortly after notification.

Purchases using the purchasing/procurement card may be made by telephone, fax or secure internet sites. Precautions shall be made in all cases to ensure security and protection from theft or unauthorized use. Each transaction shall reflect the appropriate purchasing/procurement card number, expiration date, signature of user and **detailed** invoices (receipts) which should be forwarded to the Administrative Assistant. When using the card for orders placed via phone, fax or mail, or online, you must request a receipt, detailing merchandise price, sales/use tax, freight, etc. be included with the goods mailed/shipped. (Note: a merchant should not reject this request, as it is a VISA policy). It is the cardholder's responsibility to ensure sales tax is not charged on the account. Tax exempt certificates can be obtained from the Administrative Assistant.

The detailed vendor sales receipt for each transaction shall be submitted to the Department Director. All vendor sales receipts must be approved by the Department Director and the appropriate account number assigned. Some card "swipe machines" only indicate account number and total amount, in these situations; the cash register detailed receipt is also required. **The reader of the receipt should be able to tell exactly what was purchased.** The Department Director is responsible for retaining all receipts for items purchased under the program for the department and ensuring all transactions posted are legitimate purchases made by their employee. Immediately upon receipt of the statement, the Department Director and/or Administrative Assistant will check to ensure all the transactions posted are legitimate transactions made by the department, mark transactions for which receipts will be attached, and attach line item detailed point of sale receipts or delivery invoices. The detailed receipt and/or invoice must be forwarded to the Administrative Assistant within five (5) days of the purchase.



Use of the card for travel and conference fees will be allowed only if the travel policy procedures are followed.

The handling of disputed charges and unauthorized purchases will be the responsibility of the department. Problems with a purchased item or billing resulting from use of the purchasing/procurement card should be resolved with the supplier or merchant that provided the item. In most cases, disputes can be resolved directly between the cardholder and the supplier.

The supplier or merchant should issue credit for any item that has been discussed and agreed to for return and a returned goods authorization number from the supplier should be given.

If the department cannot reach resolution with the merchant, a formal letter should be written within 15 days of the date the charge first appeared on the statement and forwarded to the City Clerk. The City Clerk will then dispute the item to the bank disputes department. No cash advances shall be allowed with the purchasing/procurement card.

## **SECTION III REQUISITIONS AND PURCHASE ORDERS**

### **General**

The requisition initiates the procurement process. The receipt of the requisition with the necessary information and the required authorizations gives the authority for each specific purchase. Following the approval of the requisition by the City Administrator and/or authorized personnel, a purchase order will be issued. (Note: The requisition and purchase order are the same form. Once a requisition is approved, it becomes the purchase order). Checks will not be issued unless authorized by a proper purchase order.

The purchase order is the vendor's authorization to ship equipment, supplies, or perform services specified thereon. The purchase order also encumbers the budgeted funds for the purchase. It constitutes a contract between the City and the vendor, and as such, it is a legal document and may not be changed by anyone other than the City Administrator, or other authorized official or personnel.

### **Action to be Taken Prior to Completing a Requisition**

Before submitting a requisition for approval, the Department Director or authorized individual shall make the following determinations:

- The purchase is within the department's budget.
- The item or service is needed.
- Sufficient supporting documentation and complete explanation is included in the requisition.

### **Survey of Vendors**

When necessary, the Department Director or authorized individual shall survey vendors for:

- Price quotes.
- Availability.
- Delivery time.

### **Information on Requisition**

A requisition shall include, but not be limited to, all of the following information and must be completed in its entirety prior to approval:

- Date the requisition is prepared.
- Requesting department.
- Shipment location.
- Quantity/measurable units. For example: pieces, sheets, pounds, etc. must be used.
- Description of the item as complete and accurate as possible.
- Any additional information or anticipated requirements, such as fees or deposits, which will assist in making the best possible purchase of the requested supplies and services.
- Estimated cost determined by quotes and surveys, including shipping, handling and freight fees.
- Suggested vendor or vendors and any additional vendor quotation if needed.

- Brief reason for/explanation of request.
- Indication of whether the request is budgeted.
- Line item account number.
- Availability of funds.
- Date that the requested item or service is needed.
- When quotes/bids are required by this policy, but not obtained, the reasons why quotes/bids could not be obtained.
- Signature (electronically) of Department Director or authorized individual.

### **Step # 1 - Review and Action by Administrative Assistant**

Review and action on the requisition will be made by the Administrative Assistant. The Administrative Assistant will take the following steps upon receipt of the requisition:

- Review the form for completeness and accuracy.
- Verify availability of funds.
- Approve and forward to City Administrator or return to Department Director for corrections, revisions or additions.

### **Step # 2 - Review and Action by City Administrator**

Review and action on the request will be made by the City Administrator. Upon receipt of the requisition the City Administrator may:

- Approve the request and return the purchase order to the Administrative Assistant for further action; or
- Review, approve and submit to the City Council for final approval if the value of the request exceeds the annually adopted budget; or
- Approve with conditions; or
- Disapprove.

### **Step # 3 - Action by Administrative Assistant**

Upon receipt of the purchase order from the City Administrator, the Administrative Assistant shall complete the final step of the process by:

- Preparing for payment, as necessary.
- Routing the forms to the proper files and/or Department Head.

After the purchase order is executed, it will be distributed as follows:

- A copy will be provided to the vendor, if required.
- A copy will be attached to the invoice and filed in the vendor files.

## **SECTION IV RECEIVING**

### **General**

The ordering department or person shall ultimately be responsible for incoming supplies, equipment and/or services. The department is also charged with the responsibility of inspecting all supplies delivered to determine quality, quantity, condition, and conformance with specifications of the purchase order.

### **Procedure**

Upon receipt of supplies and/or service, and after verifying the goods and/or services are correct or satisfactory, the department shall initial the packing slip and forward to the Administrative Assistant.

### **Partial Deliveries**

In the event of partial deliveries, the packing slip shall so note.

### **Rejections**

In the case of defective supplies, insufficient amounts, etc., the department will note the defective or missing items on the packing slip. The Department Director or authorized individual will take immediate action to arrange for the return and replacement of items by the vendor.

### **Possible Charge to Employees**

A unique purchase, if not a reasonable and justifiable expense as determined by the City Administrator, will be charged to the employee who made the purchase. The use of good judgment by all when making such purchase is especially urged.

## SECTION V

### UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

#### Purpose

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the City.

#### Definitions

1. Grants
  - a. "State-administered grants" are those grants that pass through a state agency such as the State of Iowa.
  - b. "Direct grants" are those grants that do not pass through another agency such as and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by a federal awarding agency.  
***[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]***
2. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or sub-recipient.
3. "Federal award" has the meaning, depending on the context, in paragraphs a, b or c of this definition:
  - a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability); or
  - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).
  - c. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.  
"Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
4. "Contract" means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or sub-award.

5. Procurement Methods
  - a. "Procurement by micro-purchase" is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
  - b. "Procurement by small purchase procedures" are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$150,000 (periodically adjusted for inflation).
  - c. "Procurement by sealed bids (formal advertising)" is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
  - d. "Procurement by competitive proposals" is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
  - e. "Procurement by noncompetitive proposals" is procurement through solicitation of a proposal from only one source.
6. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
7. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § 200.431 (Compensation - Fringe Benefits).
8. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § 200.431(g) for retirees and their spouses, dependents, and survivors.
9. "Severance pay" is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
10. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
11. "Relocation costs" are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.

12. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the City.

### **Conflict of Interest**

1. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the City may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the City.
2. Organizational Conflicts of Interest. The City is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
3. Disclosing Conflicts of Interest. The City must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

### **Acceptable Methods of Procurement**

1. General Procurement Standards. The City must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
2. The City must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. The City's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
4. The City must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
5. The City must maintain records sufficient to detail the history of procurement. These

records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

6. The City alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts.
7. The City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
8. Methods of Procurement. The City must use one of the following methods of procurement:
  - a. Procurement by micro-purchases. To the extent practicable, the City must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the City considers the price to be reasonable.
  - b. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
  - c. Procurement by sealed bids (formal advertising).
  - d. Procurement by competitive proposals. If this method is used, the following requirements apply:
    - i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
    - ii. Proposals must be solicited from an adequate number of qualified sources;
    - iii. The City must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
    - iv. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
    - v. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.



9. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
  - a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The Federal funder expressly authorizes noncompetitive proposals in response to a written request from the City; or
  - d. After solicitation of a number of sources, competition is determined inadequate.
  
10. Competition. The City must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
  - a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  - b. Identify all requirements which the offers must fulfill and all other factors to be used in evaluating bids or proposals.
  
11. The City must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the City must not preclude potential bidders from qualifying during the solicitation period.
  
12. Non-federal entities are prohibited from contracting with or making sub-awards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
  
13. All non-procurement transactions entered into by a recipient (i.e., sub-awards to sub-recipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § 180.215.

### **Managing Equipment and Safeguarding Assets**

1. Property Standards. The City must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as

provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award. The City must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 C.F.R. §§ 200.311, 200.314, and 200.315.

## 2. Equipment

- a. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:
  - i. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
  - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  - iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  - iv. Adequate maintenance procedures must be developed to keep property in good condition.
  - v. If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

## **Financial Management Requirements**

1. Financial Management. The City's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.
2. Payment. The City must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the City and the financial management systems that meet the standards for fund control. Advance payments to a City must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the City in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct

program or project costs and the proportionate share of any allowable indirect costs. The City must make timely payment to contractors in accordance with the contract provisions.

3. Internal Controls. The City must establish and maintain effective internal control over the federal award that provides reasonable assurance that the City is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States, or the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
  - a. The City must comply with federal statutes, regulations, and the terms and conditions of the federal award.
  - b. The City must also evaluate and monitor the City’s compliance with statutes, regulations, and the terms and conditions of the federal award.
  - c. The City must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
  - d. The City must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

### **Allowable Use of Funds and Cost Principles**

1. Allowable Use of Funds. The City administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
2. Definitions
  - a. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
  - b. “Omni Circular” or “2 C.F.R. Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
  - c. “Advance payment” means a payment that a federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
3. Allowable Costs. The following items are costs that may be allowable under the 2 C.F.R. Part 200s under specific conditions:
  - a. Advisory councils;
  - b. Audit costs and related services;

- c. Bonding costs;
  - d. Communication costs;
  - e. Compensation for personal services;
  - f. Depreciation and use allowances;
  - g. Employee morale, health, and welfare costs;
  - h. Equipment and other capital expenditures;
  - i. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
  - j. Insurance and indemnification;
  - k. Maintenance, operations, and repairs;
  - l. Materials and supplies costs;
  - m. Meetings and conferences;
  - n. Memberships, subscriptions, and professional activity costs;
  - o. Security costs;
  - p. Professional service costs;
  - q. Proposal costs;
  - r. Publication and printing costs;
  - s. Rearrangement and alteration costs;
  - t. Rental costs of building and equipment;
  - u. Training costs; and
  - v. Travel costs.
4. Costs Forbidden by Federal Law. 2 CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 CFR Part 200s; thus, the following list is not exhaustive:
- a. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
  - b. Alcoholic beverages;
  - c. Bad debts;
  - d. Contingency provisions (with limited exceptions);
  - e. Fundraising and investment management costs (with limited exceptions);
  - f. Donations;
  - g. Contributions;
  - h. Entertainment (amusement, diversion, and social activities and any associated costs);
  - i. Fines and penalties;
  - j. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
  - k. Goods or services for personal use;
  - l. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
  - m. Religious use;

- n. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
5. Program Allowability
- a. Any cost paid with federal funds must be permissible under the federal program that would support the cost.
  - b. Many federal programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
6. Federal Cost Principles. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
- a. Necessary for the proper and efficient performance or administration of the program.
  - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
  - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
  - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
  - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.
7. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.
- a. All federal programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
8. Approved Plans, Budgets, and Special Conditions
- a. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

- b. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the City's grants.
9. Training
- a. The City will provide training on the allowable use of federal funds to all staff involved in federal programs.
  - b. The City will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.
10. Employee Sanctions. Any City employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

### **Compensation – Personal Service Expenses and Reporting**

1. Compensation – Personal Services. Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:
  - a. Is reasonable for the services rendered and conforms to the established written policy of the City consistently applied to both federal and non-federal activities; and
  - b. Follows an appointment made in accordance with a City's written policies and meets the requirements of federal statute, where applicable.
  - c. Unless an arrangement is specifically authorized by a federal awarding agency, a City must follow its written non-federal, entity-wide policies and practices concerning the permissible extent of professional services that can be provided outside the City for non-organizational compensation.
2. Compensation – Fringe Benefits
  - a. During leave. The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:
    - i. They are provided under established written leave policies;
    - ii. The costs are equitably allocated to all related activities, including federal awards; and
    - iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the City.
  - b. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries

and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the City's accounting practices.

- c. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the City follows a consistent costing policy.
  - d. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the City.
  - e. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the City.
  - f. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the City's part; or circumstances of the particular employment.
3. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the City's policy and sound business practice.
  4. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
    - a. Critical and necessary for the conduct of the project;
    - b. Allowable under the cost principles set forth in the Uniform Grant Guidance;
    - c. Consistent with the City's cost accounting practices and City policy; and
    - d. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
  5. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the City's reimbursement policy.
  6. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the City's non-federally funded activities and in accordance with the City's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the City in its regular operations according to the City's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

- a. Participation of the individual is necessary to the federal award; and
- b. The costs are reasonable and consistent with the City's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly result from travel to conferences is allowable provided the costs are:

- a. A direct result of the individual's travel for the federal award;
- b. Consistent with the City's documented travel policy for all City travel; and
- c. Only temporary during the travel period.

**Legal References:** 2 C.F.R. § 200.12 (Capital Assets)  
2 C.F.R. § 200.112 (Conflict of Interest)  
2 C.F.R. § 200.113 (Mandatory Disclosures)  
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)  
2 C.F.R. § 200.212 (Suspension and Debarment)  
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)  
2 C.F.R. § 200.302 (Financial Management)  
2 C.F.R. § 200.303 (Internal Controls)  
2 C.F.R. § 200.305(b)(1) (Payment)  
2 C.F.R. § 200.310 (Insurance Coverage)  
2 C.F.R. § 200.311 (Real Property)  
2 C.F.R. § 200.313(d) (Equipment)  
2 C.F.R. § 200.314 (Supplies)  
2 C.F.R. § 200.315 (Intangible Property)  
2 C.F.R. § 200.318 (General Procurement Standards)  
2 C.F.R. § 200.319(c) (Competition)  
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)  
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)  
2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)  
2 C.F.R. § 200.338 (Remedies for Noncompliance)  
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)  
2 C.F.R. § 200.430 (Compensation – Personal Services)  
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)  
2 C.F.R. § 200.447 (Insurance and Indemnification)  
2 C.F.R. § 200.463 (Recruiting Costs)  
2 C.F.R. § 200.464 (Relocation Costs of Employees)  
2 C.F.R. § 200.473 (Transportation Costs)  
2 C.F.R. § 200.474 (Travel Costs)

## APPENDIX I



## CARDHOLDER USER AGREEMENT

You are being entrusted with a City of North Liberty purchasing credit card. The card is provided to you based on the need to purchase service or merchandise for the City of North Liberty. The card may be revoked at any time without your permission. Your signature below indicates that you have read and will comply with the terms of the City of North Liberty Purchasing Policy and this agreement.

1. I understand that I will be making financial commitments on behalf of the City of North Liberty and will do so following the requirements of the Purchasing Policy.
2. I have read and will follow the Purchasing Card Policies and Procedures. Failure to do so could be considered a misappropriation of City funds. Failure to comply with this Agreement may result in either revocation of my use privileges, possible criminal charges, restitution or other corrective action, up to and including termination of employment.
3. I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for myself or for others. Using the card for personal charges could be considered misappropriation of City funds and could result in corrective action, up to and including termination of employment.
4. The Purchasing Card is issued in my name. I am considered responsible for any and all charges against the card.
5. The Purchasing Card is City property. As such, I understand that I may be periodically required to comply with internal control procedures designed to protect City assets. This may include being asked to produce the card to validate its existence and account number.
6. If the card is lost or stolen, I will immediately notify the City Clerk.
7. I will receive a monthly statement, which will report all purchasing activity during the statement period. Since I am responsible for all charges (but not for payment) on the card, I will assist the Department Director and/or Administrative Assistant in reconciling the statement each month.
8. I agree to surrender the Purchasing Card immediately upon termination of employment, whether for retirement, voluntary, or involuntary reasons.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Last 8 Digits of Card Number

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Resolution No. 2020-77**

**RESOLUTION APPROVING THE PURCHASING POLICY FOR THE  
CITY OF NORTH LIBERTY, IOWA**

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

**WHEREAS**, the City of North Liberty adopted a Purchasing Policy on October 26,  
2009; and

**WHEREAS**, the City's Purchasing Policy has been reviewed and has been updated to  
match the current operations of the City.

**NOW, THEREFORE, BE IT RESOLVED** that the reviewed Purchasing Policy for  
North Liberty, Iowa be approved.

**APPROVED AND ADOPTED** this 22th day of September, 2020.

CITY OF NORTH LIBERTY:

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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.

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TRACEY MULCAHEY, CITY CLERK



# **The Preserve, Part 4**

Prepared by and Return to:  
Michael J. Pugh, 425 E. Oakdale Blvd., Suite 201, Coralville, IA 52241

**DEVELOPER'S AGREEMENT  
THE PRESERVE - PART FOUR  
NORTH LIBERTY, IOWA**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Watts Group Development, Inc., 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 The Preserve - Part Four (referred to herein as the "plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows:

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Center of Section 14, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence S00°50'03"E, along the East Line of the Northeast Quarter of the Southwest Quarter of said Section 14, a distance of 40.00 feet, to the Point of Beginning; Thence continuing S00°50'03"E, along said East Line, 1293.41 feet, to the Northeast Corner of "Amended Auditor's Parcel 2019013, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 61 of the Records of the Johnson County Recorder's Office; Thence S89°08'56"W, along the North Line of said "Amended" Auditor's Parcel 2019013, a distance of 313.13 feet; Thence N00°51'44"W, 136.64 feet; Thence S89°08'16"W, 40.83 feet; Thence N00°51'44"W, 590.65 feet; Thence N89°08'16"E, 20.18 feet; Thence

N00°51'44"W, 138.23 feet; Thence S88°56'48"W, 15.63 feet, to the Southeast Corner of the Parcel of Land as Conveyed by Warranty Deed, Recorded in Book 1077 at Page 510 of the Records of the Johnson County Recorder's Office; Thence N01°03'12"W, along the East Line of said Conveyed Parcel, 426.70 feet, to the Southwest Corner of the Parcel of Land Conveyed by Quit Claim Deed, Recorded in Book 5987 at Page 465 of the Records of the Johnson County Recorder's Office; Thence N88°56'49"E, along the South Line of said Conveyed Parcel, 17.51 feet; Thence Southeasterly, 97.36 feet, along said South Line on a 90.00 foot radius curve, concave Southwesterly, whose 92.68 foot chord bears S60°03'49"E; Thence Southeasterly, 123.08 feet, along said South Line on a 250.00 foot radius curve, concave Southwesterly, whose 121.84 foot chord bears S14°58'11"E; Thence S00°51'56"E, along said South Line, 8.68 feet; Thence N89°08'04"E, along said South Line, 66.00 feet; Thence N00°51'56"W, along said South Line, 52.90 feet; Thence Northeasterly, 81.75 feet, along said South Line on a 90.00 foot radius curve, concave Southeasterly, whose 78.97 foot chord bears N25°09'24"E; Thence Northeasterly, 121.16 feet, along said South Line on a 250.00 foot radius curve, concave Southeasterly, whose 119.98 foot chord bears N65°03'47"E; Thence N78°56'49"E, along said South Line, 14.70 feet, to the Southeast Corner thereof, and the Point of Beginning. Said "The Preserve - Part Four" contains 9.82 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(8) of the Code of Ordinances and Section 7 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.

1. 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.

2. The Developer acknowledges that it and its successors and assigns, including but not limited to builders and contractors, are responsible for meeting all requirements set out in approved plans, engineering specifications, City ordinances, City design standards, other applicable written City standards, applicable state laws and regulations, and applicable federal laws and regulations. More specifically, the Developer and its successors and assigns waive as a defense to any claims of negligence that the City failed to discover or identify to the Developer any act or omission that does not meet the standards set out in approved plans, engineering specifications, City ordinances, City design standards, other applicable written City standards, applicable state laws and regulations, and applicable federal laws and regulations.

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. Notwithstanding this provision, sidewalks adjacent to Outlot "C", at intersection locations as shown on the approved construction plans, on Outlots "D" and "E" and ADA-required ramps need to be installed at time other public improvements are installed.

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. A Stormwater Management Facility Maintenance Agreement (or BMP Agreement) shall be required to be approved before or at the time of final plat approval. The Developer or its representative shall provide proposed maintenance and repair criteria for best management practices to the City, subject to approval of the City Engineer.

7. The Developer shall provide water, sewer, utility and drainage easements as shown on the plat.

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

9. The Developer agrees to explore for existing tile lines, and to remove or connect any tile lines to the City's storm sewer system as shown on the plans or as directed by the Developer's Engineer. The location and depth of the digging and the required action upon completion of the digging shall be subject to review and approval of the City Engineer. For any connecting activities required under this section, standard plastic tile and connectors are acceptable materials.

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

1. Phasing. If final platting is phased, it shall be sequenced for the logical vehicular and pedestrian access to and within the subdivision and approved by the City prior to the initial set of construction plans being reviewed by the City Administrator.

2. West Trunk Sewer Tap-on Fees. A sewer tap-on fee in the amount of \$12,068.78 (\$1,229 per acre) shall be paid prior to final plat approval.

3. Watermain Tap on Fee. A water tap-on fee in the amount of \$4,576.00 shall be paid prior to final plat approval.



4. St. Andrews Drive Road Fees. A St. Andrews Drive road construction fee of \$36,271.00 shall be paid prior to final plat approval.

5. Sanitary Sewer Service Stub. A fee for the sanitary sewer service stub in the amount of \$3,150.00 (\$321.00 per acre) shall be paid prior to final plat approval.

6. Kansas Avenue Road Fees. A Kansas Avenue road construction fee of \$11,117.00 shall be paid prior to final plat approval.

7. Apportionment of Fees. This Subdivision is a part of a multi-phased project. The development fees set out above represent the proportionate costs based on the acreage of this phase relative to the total acreage of all phases of The Preserve (9.82 acres out of a total 69.65 acres, or 14.099% of the final costs).

8. Payment of Fees. The payment of the fees set out in Paragraphs 2, 3, 4, 5, and 6 above shall be submitted to the City in full prior to Council approval of the final plat. The obligation for said payment shall be deemed fully satisfied upon City council approval of the respective final plat.

9. Access Limited. Outlot "C" and Lot 108 will not be allowed direct access to St. Andrews Drive. Lot 123 will not be allowed direct access to Alexander Way.

E. Homeowners Association. The Developer agrees that a homeowners association, hereinafter referred to as "HOA," shall be created prior to approval of any final plats and 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, to determine if the stated purpose of forming the HOA is consistent with the obligations of this agreement. The City's review shall not be unreasonably withheld, conditioned or delayed. 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 homeowners association 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 the stormwater management facility on Outlot "C" and the sidewalks on Outlots "D" and "E", consistent with all terms and conditions set out in this Agreement.

5. The Developer acknowledges and agrees that the all lots within the jurisdiction of the HOA will be specifically benefited by the maintenance of all outlots, 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 outlots.

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 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 plus ten percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. In any event, no building permits will be issued until all the public improvements and facilities are constructed and accepted by the City.

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 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 address:

Watts Group Development, Inc.  
c/o Gary D. Watts  
425 E. Oakdale Blvd., Suite 101  
Coralville, IA 52241

Notices to the City shall be in writing 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  
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.

*[Signature page to follow]*

DATED this \_\_\_\_ day of September, 2020.

CITY OF NORTH LIBERTY, IOWA

WATTS GROUP DEVELOPMENT, INC.

By: \_\_\_\_\_  
Terry L. Donahue, Mayor

By: \_\_\_\_\_  
Gary D. Watts, President and Secretary

ATTEST: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_ day of September, 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 September, 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, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this \_\_\_\_ day of September, 2020, by Gary D. Watts as President and Secretary of Watts Group Development, Inc.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



**Resolution No. 2020-78**

**A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR THE PRESERVE – PART FOUR**

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

**WHEREAS**, the terms and conditions for the development of The Preserve – Part Four have been set forth in an Agreement between the City of North Liberty and Watts Group Development, Inc., 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 Watts Group Development, Inc. is approved for The Preserve – Part Four, North Liberty, Iowa

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

**APPROVED AND ADOPTED** this 22nd day of September, 2020.

**CITY OF NORTH LIBERTY:**

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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.

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TRACEY MULCAHEY, CITY CLERK



# **Additional Information**

## Field Report: 008

September 13, 2020  
Access Center  
18.040

Authored by: Dan Broffitt - Neumann Monson Architects

### Site Observations

Date of Visit: September 11, 2020  
Time of Visit: 2:00 PM  
Weather: Rainy, cool

Project Status: approx. 70% Complete

### Notes and Observations:

1. Site Work
  - a. Site paving including walks appears complete.



- b. Respite patio has been poured. Light bollard foundations and electrical conduits observed. Foundations for canopy and fence columns have been placed.



## Field Report

- c. Generator pad has been poured and protection bollards installed. Extra courses of block on trash/recycling enclosure discussed at 8/25 construction meeting have been installed.



- d. Stoop slab adjacent to door C101B has some damage.



## Field Report

### 2. Building Exterior

- a. Exterior storefronts have been installed. Foundations and electrical rough-ins for bollards at entrances were observed. Knox box has been installed at east wing wall.



- b. As noted in detail in 7/31 field report a number of details on air barrier membrane require review prior to installation of metal siding. Pictured is rake detail where transition from roof ice & water barrier to wall air barrier appears damaged. As noted at previous construction meeting completion of metal roofing and installation of metal siding has been delayed because siding and roofing contractor has been making emergency repairs from Derecho.



## Field Report

- c. Brick lintels previously noted to have crooked brick have been re-done. Patch is apparent but mortar has not yet been washed down.



- d. Brick screen wall at shelter patio has been installed. Mortar not yet washed down. Steel retention channel at head of screen wall is visible and should be painted to match brick color to improve appearance.



## Field Report

### 3. Building Interior

- a. Gyp bd installation continues from west to east primarily in the center areas. It was noted control joints in ceiling have not been installed per A-111. Rick was aware and had discussed with the dry wall subcontractor.



- b. Impact resistant gyp board (purple face) has been installed in common areas up to 8'-0"



## Field Report

- c. Storefront framing that separates lobby, secretary/security, and mobile crisis has been installed. View from mobile crisis to front door pictured below. Other interior storefront frames have been stockpiled in this space.



- d. Storefront framing and some glass around crisis observation has been installed.





## Field Report

- e. Showers in most sleeping rooms have been installed. Accessible shower unit pictured below is in sobering room awaiting installation. It appears in this photo that impact resistant board has not been installed in sobering room, however it is required per schedule in 09 2116.



- f. Ductwork continues to be stockpiled in Shelter Dayroom awaiting installation. Ends are covered per LEED indoor air quality requirements.



## Field Report

- g. Dan and Rick discussed head of wall condition for wall types W7, W8 & W11 (2 hour occupancy separation walls). 2 hour gyp board protection must extend to roof sheathing per code. At high bay, this was not installed prior to foamed in place insulation so some insulation will need channeled out to facilitate installation of gyp board and patched back in after the fact.
- h. Dan and Rick also discussed wall control joints. Interior elevations do not call out locations. Spec requires joints when wall length exceeds 30' and at every door in corridor walls. Every door in corridor walls seems excessive. Dan will review and advise.
- i. Interior MEP rough in continues. Electrical panels have been installed in Mech 109.



- j. Ceiling hung VRF cassette has been installed in Laundry 206.



## Field Report

- k. Waste was being kept in sally port. Observed separate sorted piles for cardboard, wood, and gyp board.



This Field Report is submitted for your review. It is intended that the data contained herein be considered a factual reference and provide a basis for design. If you have any questions, additions or changes, please reply in writing to this office within ten (10) days of issuance. If no comments are received within this period, this Field Report will be assumed accurate and filed as part of the permanent record for this project.

Distribution: Submittal Exchange



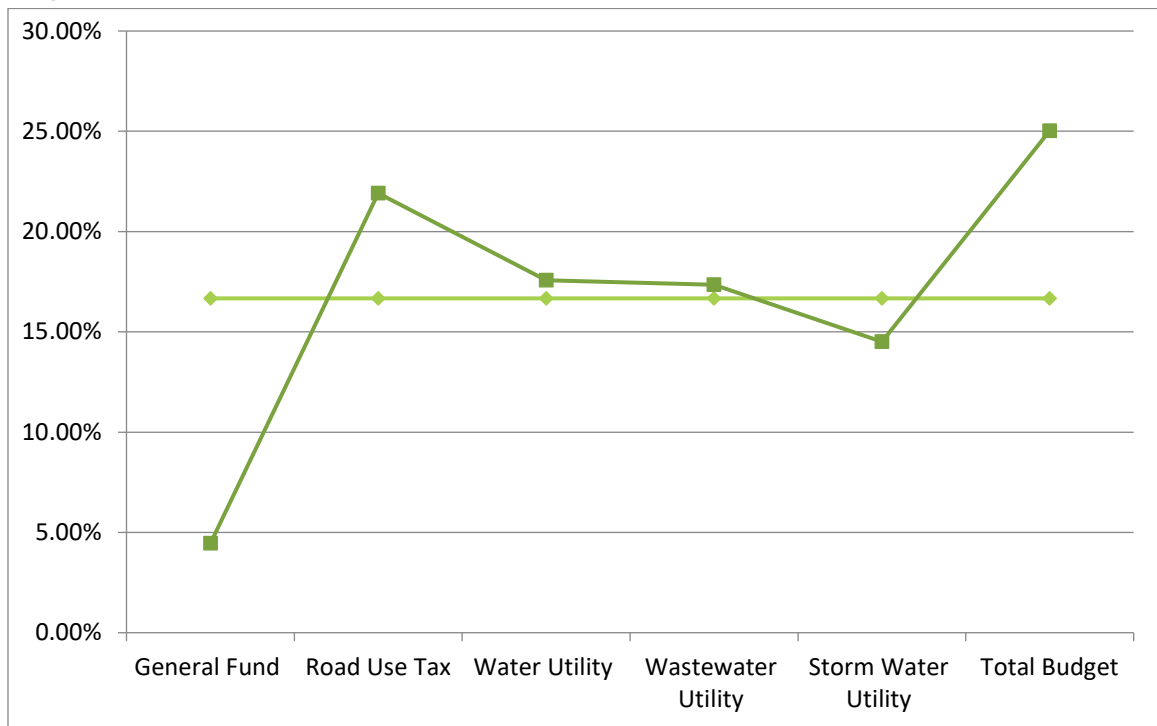
## Financial Report

August 2020

City staff are pleased to submit the unaudited monthly financial report for the month of August 2020. At the end of the month, the City was 16.67% through the budget year. Total revenues received for the month were \$14,255,518. Total expenditures for the month were \$7,757,273. The total cash balance at the end of the month was \$18,896,299.

### Revenues

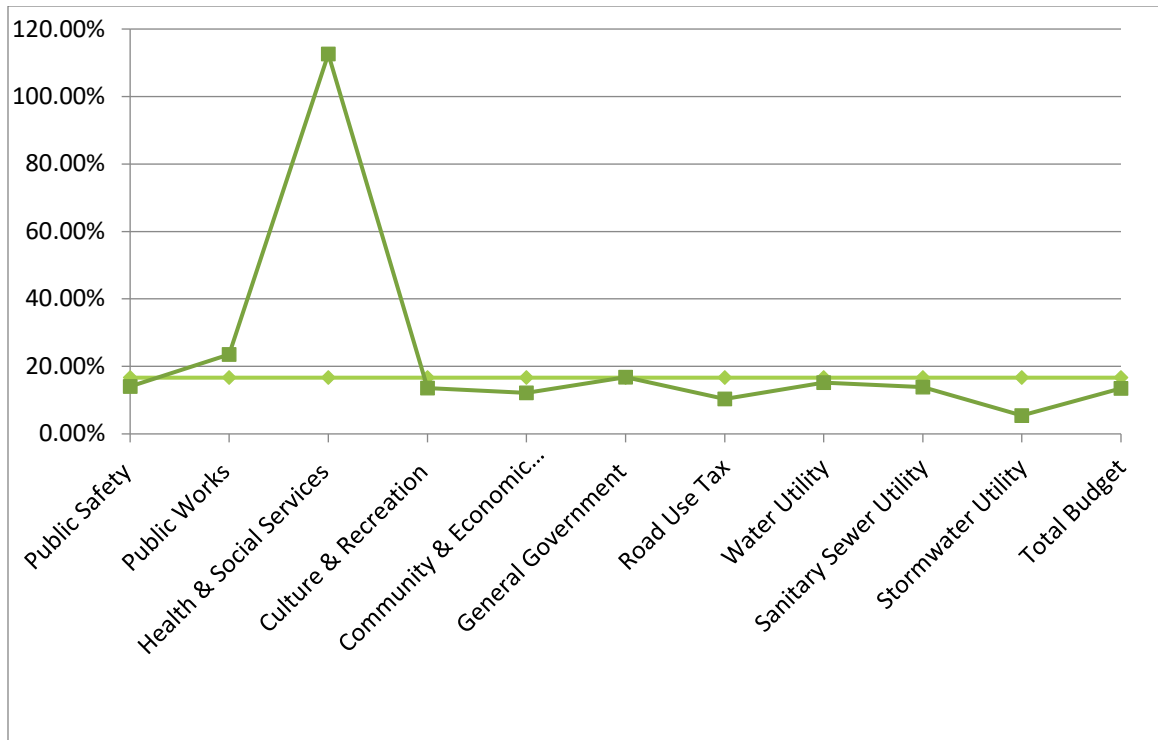
The following chart demonstrates the condition of the City's budgeted revenues as of August 31, 2020:



Overall revenues for the fiscal year to date are \$14,255,518, 25% of the budgeted amount. Road Use Taxes are ahead of the budgeted projection. Bond proceeds were received in July adding to the revenues for the year.

### Expenditures

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



Year to date total expenditures are \$7,757,273 or 13.45% of the projected budget amounts.

All expenditures are on track other than Social Services as all grants are made in July.

### Treasurer's Report

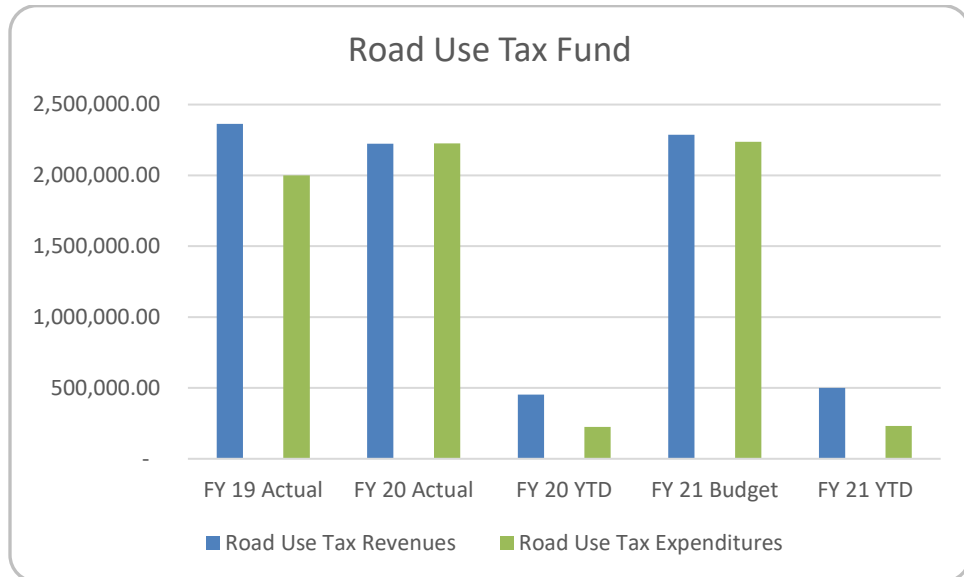
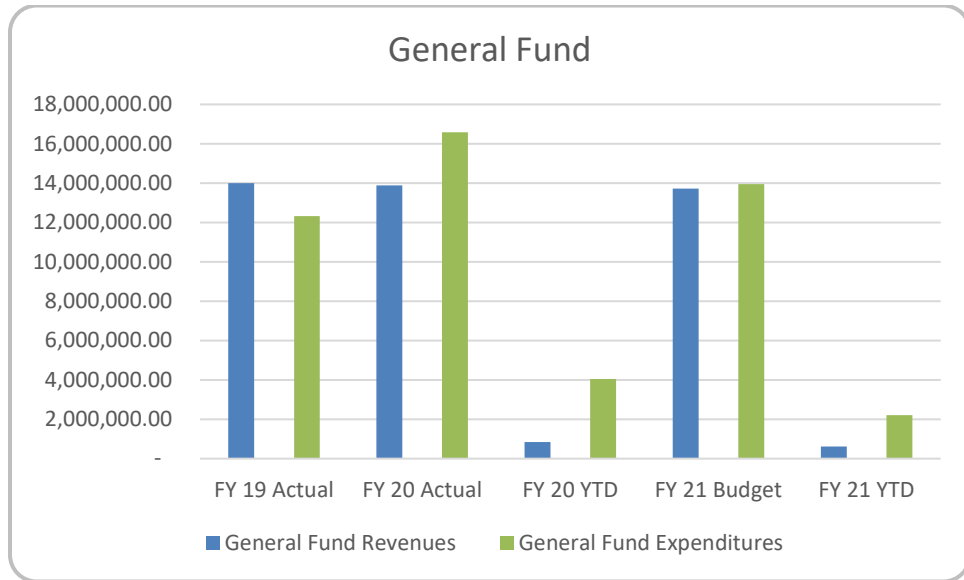
Following is the Treasurer's Report for August. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 43,929,205. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those funds obligated for future specific types of expenditures.

**CITY OF NORTH LIBERTY  
TREASURER'S REPORT  
August 31, 2020**

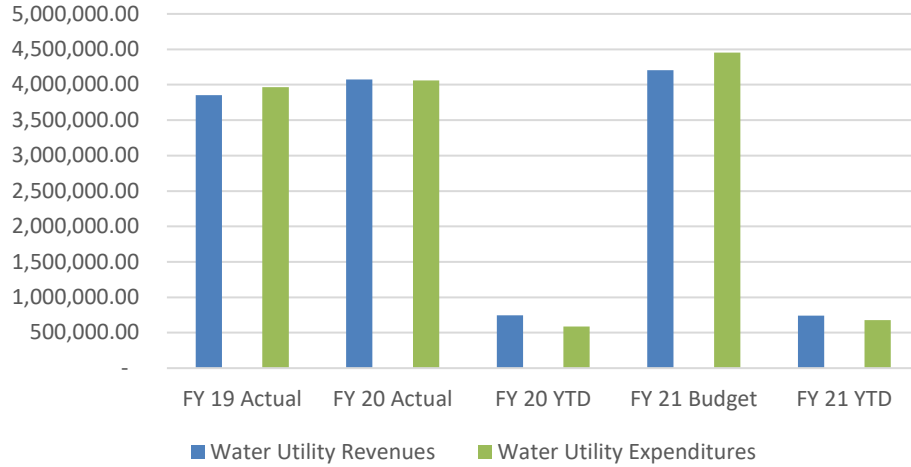
FUNDS	BALANCE FORWARD  08/01/2020	REVENUE	EXPENSE	BALANCE ENDING  08/31/2020
GENERAL	7,710,299.87	241,297.80	427,310.18	7,524,287.49
SPECIAL REVENUE	3,727,740.06	217,061.56	37,344.96	3,907,456.66
DEBT SERVICE	1,187,360.75	3,158.15	0.00	1,190,518.90
CAPITAL PROJECTS	-3,933,627.45	128.23	670,642.29	-4,604,141.51
WATER ENTERPRISE	4,086,848.31	544,485.93	515,408.92	4,115,925.32
WASTEWATER ENTERPRISE	6,498,728.69	583,175.86	507,337.57	6,574,566.98
STORM WATER ENTERPRISE	173,417.92	18,230.72	3,963.36	187,685.28
<b>TOTAL</b>	<b>19,450,768.15</b>	<b>1,607,538.25</b>	<b>2,162,007.28</b>	<b>18,896,299.12</b>

### Summary Charts

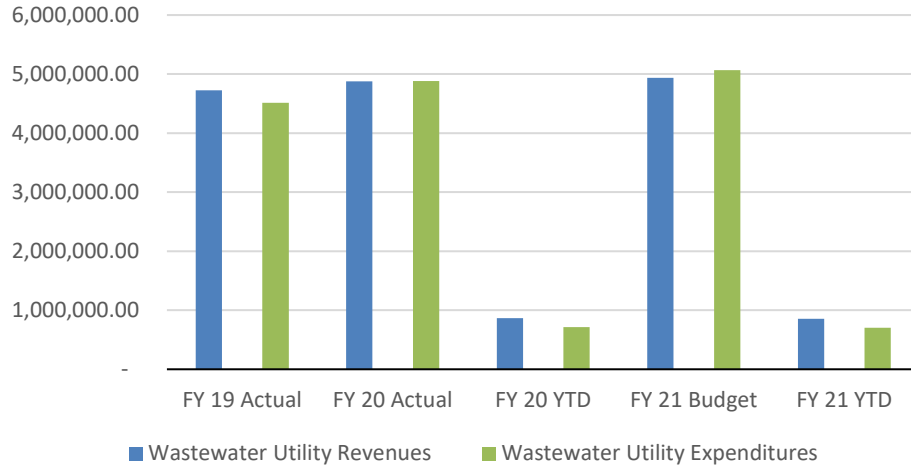
Following are comparison charts of revenues and expenditures for the past two fiscal years, this fiscal year's budget and this fiscal year to date.



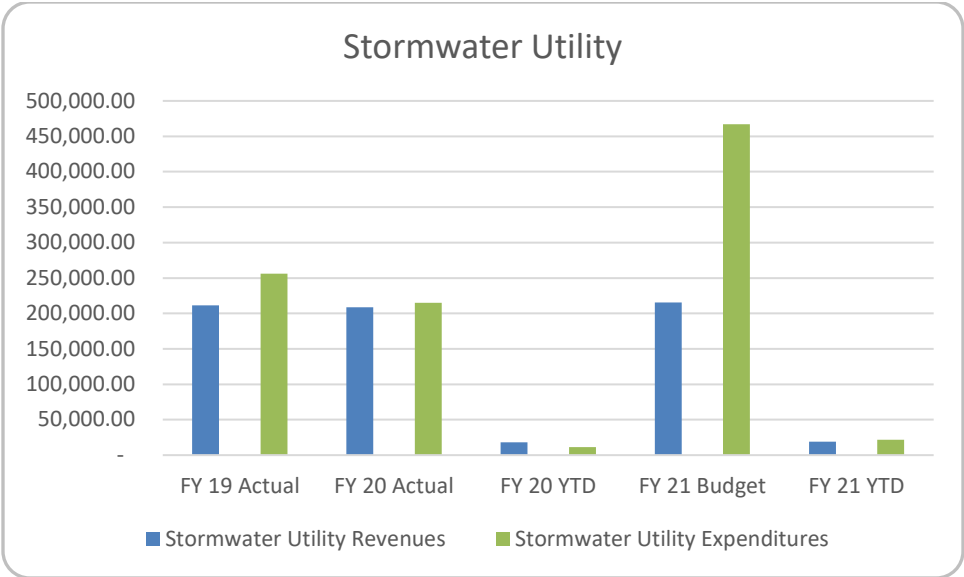
### Water Utility



### Wastewater Utility







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



To North Liberty Mayor and City Council Members  
CC City Administrator Ryan Heiar  
From Fire Chief Brian Platz  
Date September 15<sup>th</sup>, 2020  
Re Fire Department Council Report – September 2020

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The department engaged in a significant amount of response activity during the month of August. A monthly total of 180 calls for service were handled, which is a record. Over 30 of these incidents occurred within the 24 hours following the derecho event. When considering the statistical sheets accompanying this memo, it is evident that August brought us an uptick in EMS incidents, assistance requests, and fire alarms. Additionally, we responded to significantly more calls in Penn Township than usual. We attribute this to the number of trees down and residents burning their fallen limbs. Lastly, we realized two calls for service in which we had no responders available. Higher call volume brings additional risk of unavailable responders. We are seeing a current trend of responders being unavailable on the weekend during daytime hours. We continue to seek ways to ensure that all calls are handled, knowing that in a mostly volunteer system this can be difficult.

The facility has seen a facelift over the past six weeks. New exterior lighting, paint and garage doors have provided for a much more contemporary look. We have plans to replace several soffit lights as well as the awning on the east side to complete the project. We appreciate your support of this initiative.

This past week, the department sent a three-person team to Pierce Manufacturing in Appleton, Wisconsin. This group inspected the departments new pumper to ensure that it was built to specification. Now that we have it home, it will take some time to mount equipment, program radios/computers, and train our personnel. We hope to have it in service by November 1<sup>st</sup>. We look forward to this truck providing us flexibility and redundancy in our response model. Again, your support of this purchase was the key to bolstering our fleet of fire apparatus.





# North Liberty Fire Department 2020 Monthly/YTD Response Report

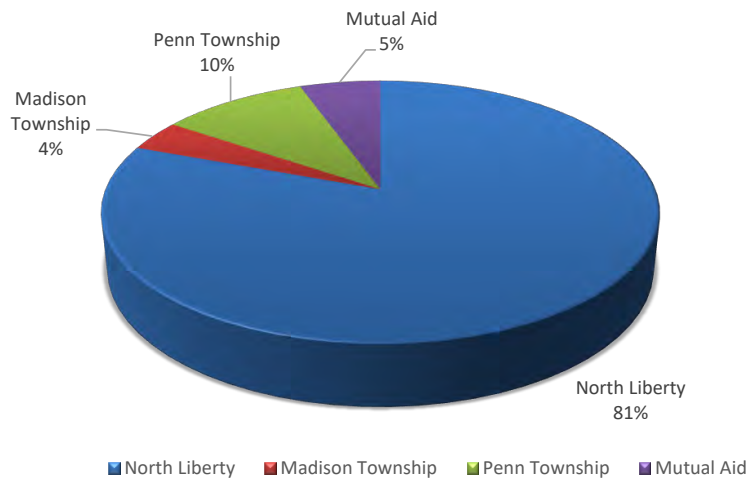
## North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	115	102	96	85	79	82	106	138					803	80.62%
Madison Township	6	2	5	4	6	7	4	4					38	3.82%
Penn Township	11	11	6	16	5	11	11	29					100	10.04%
Mutual Aid	8	6	4	7	8	8	5	9					55	5.52%
<b>Total Responses</b>	<b>140</b>	<b>121</b>	<b>111</b>	<b>112</b>	<b>98</b>	<b>108</b>	<b>126</b>	<b>180</b>					<b>996</b>	

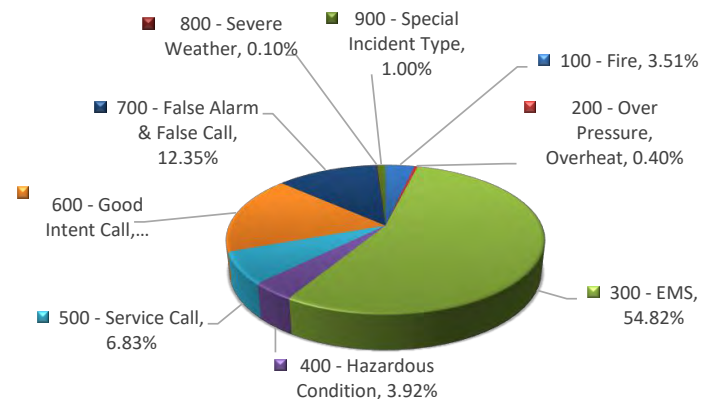
## North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	3	2	2	7	3	4	9	5					35	3.51%
200 - Over Pressure, Overheat			1	1			1	1					4	0.40%
300 - EMS													546	54.82%
400 - Hazardous Condition	4	4	4	3	4	4	1	15					39	3.92%
500 - Service Call	14	6	7	5	8	7	9	12					68	6.83%
600 - Good Intent Call	27	22	22	28	15	17	9	30					170	17.07%
700 - False Alarm & False Call	13	12	21	14	13	11	16	23					123	12.35%
800 - Severe Weather								1					1	0.10%
900 - Special Incident Type	1		1	2	1	1	1	3					10	1.00%
<b>Total Responses</b>	<b>140</b>	<b>121</b>	<b>111</b>	<b>112</b>	<b>98</b>	<b>108</b>	<b>126</b>	<b>180</b>					<b>996</b>	

2020 District Responses YTD  
(Rounded Percentage)



2020 Type of Incidents YTD  
(Percentage)





# North Liberty Fire Department 2020 Monthly/YTD Response Report

## North Liberty Fire Department Response Statistics (All Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date
<b>Total Responses for Month</b>	140	121	111	112	98	108	126	180	0	0	0	0	996	
Average Responders per Incident	5.6	4.3	4.3	4.6	4.4	5.2	4.8	5.9					4.4	
# Incidents with 2 or less Responders	13	19	18	13	8	5	12	12					100	
% Incidents with 2 or less Responders	9.3%	15.7%	16.2%	11.6%	8.2%	4.6%	9.5%	6.7%					10.0%	
# Incidents with No NLFD Response	1	0	0	0	0	0	0	2						
													<b>Year To Date</b>	<b>Percent To Date</b>
# Incidents Cancelled Enroute or Prior to Arrival	15	19	15	19	9	12	4	21					114	11.45%
# Incidents Cancelled by JCAS	6	8	5	4	3	5	4	7					42	36.84%
# Incidents Cancelled by JECC	3	4	3	4	0	1	0	6					21	18.42%
# Incidents Cancelled by Law Enforcement	2	2	4	6	1	4	0	1					20	17.54%
# Incidents Cancelled by Fire Department	4	5	3	5	5	2	0	7					31	27.19%

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

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date
<b>Total Emergent (Lights &amp; Sirens) Responses for Month</b>	78	75	67	54	50	65	74	108					
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admii	9	10	4	4	3	4	9	15					
# of Incidents with Turnout Time 2 Minutes or Less - PT	5	16	11	7	7	10	6	19					
# of Incidents with Turnout Time 2 Minutes or Less - Total	14	26	15	11	10	14	15	34					
% Incidents with Turnout Time 2 Minutes or Less	17.9%	34.7%	22.4%	20.4%	20.0%	21.5%	20.3%	31.5%					
90th Percentile Turnout Time - (Minutes) Part-Time	2:49	2:13	3:30	2:40	3:01	3:16	2:49						2:51
90th Percentile Turnout Time - (Minutes) Paid Per Call	7:34	8:58	8:42	8:17	8:42	7:11	8:42						8:38

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

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

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	2	2		3	2	2	4	2					17	1.71%
Auto Aid - Iowa City (52003)	1	1	1	1			1						5	0.50%
Auto Aid - Solon (52008)	2	1	1	1	3	3							11	1.10%
Auto Aid - Swisher (52009)	3	2	2	2	3	2		7					21	2.11%
Mutual Aid - Other Fire Departments						1							1	0.10%
<b>Total Responses</b>	8	6	4	7	8	8	5	9	0	0	0	0	55	5.52%

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

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1		2	4			3	3					13	1.31%
Auto Aid - Iowa City (52003)	1												1	0.10%
Auto Aid - Solon (52008)	1		2	4			3	5					15	1.51%
Auto Aid - Swisher (52009)	4	1	3	3	3	4		1					19	1.91%
Mutual Aid - Other Fire Departments	1							3					4	0.40%
<b>Total Responses</b>	8	1	7	11	3	4	6	12	0	0	0	0	52	5.22%