



CITY COUNCIL WORK SESSION

Monday, October 07, 2024 at 5:00 PM

Council Chambers - 331 First Street East

AGENDA

RULES OF PROCEDURE

Workshops are not Public Hearings. No member of the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or a study session.

During the City Council Work Session, the Council will primarily discuss and debate items intended to be formally considered at a future City Council Meeting. However, the Council may at any noticed meeting, including a City Council Work Session meeting, take action on any item shown on the posted agenda as a potential action item. The City Council Work Session meeting is a regular meeting of the Independence City Council.

MEETING OPENING

Call the Meeting to Order

DEPARTMENT UPDATES

- [1.](#) Department Report – Airport
- [2.](#) Department Report – Building/Code Enforcement
- [3.](#) Department Report – Utilities Department
- [4.](#) Department Report – Streets

NEW BUSINESS

- [5.](#) Emergency Preparedness Scenario Walk through for Elected Officials
- [6.](#) 1st Street West Reconstruction Engineering Funding
- [7.](#) EMS Levy Discussion
- [8.](#) Speed Camera Update / Discussion
- [9.](#) Chapter 69 Yard Parking Ordinance – Building/Code Enforcement
- 10.** Council Topics
- 11.** Mayor Topics
- 12.** City Manager Topics

ADJOURNMENT

This agenda is subject to change.



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager
FROM: Brett Soukup, Airport Manager
DATE OF MEETING: October 7, 2024
ITEM TITLE: Department Report – Airport

Fuel Sales Update

- 100LL –751 gal
- Jet A –507 gal.

Grounds:

- Mowing
- Light bulb replacement on the airfield.

Equipment:

- We repaired a couple of light bulbs and a lens out on the dump truck.

Miscellaneous:

- The State of Iowa sent out to all airports that they were looking for airports to send a proposal to have their airports repainted. We sent in a request and received word that we made it on the list to have the runway and taxiway repainted. They did a good job with this.
- The lighting project is off to a good start. The taxiway was the first thing on the list to be worked on. All the old lights have been removed, and most of the new light cans have been installed.
- The Fire Department toured the airport to learn about Emergency procedures for the campus. This included reviewing the lighting system and the underground fuel system, inspecting an aircraft, and answering any other general questions that anyone may have had so that crews were prepared if there was an emergency at the airport. Thank you to all who participated in this.
- We repainted some of the pipes at the fuel farm. Several of them were getting rusty, and their curb appeal was not very nice.
- Dick's Petroleum came to replace the fuel filters on the fuel farm. This is a yearly thing that we do.



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Mattherw R. Schmitz, MPA – City Manager

FROM: Matt Chesmore, Building Official

DATE OF MEETING: October 7, 2024

ITEM TITLE: Department Report – Building/Code Enforcement

DISCUSSION:

Building Department:

In the months of April and May, 70 Permits were issued.

7 - Building, 1 - Deck, 1 - Concrete, 1 - Demolition, 1 - Driveway, 3 - Fence, 4 - HVAC, 3 - New Construction, 11 - Plumbing, 5 - Remodel, 17 - Roofing, 5 - Street excavation, 5 - Window replacement, 4 – Beer liquor, 2 - Sidewalk/patio

Note: The New Const. permit for 501 Green Haven Ct was a previously issued permit. It appears in this report because a permit must be issued through CivicGov to track inspections.

Construction of two new single-family residential homes continues to make progress.

Construction of one new single-family residential home began and continues to progress on 6th Ave SE.

Construction of one new multi-family home has begun in the “At The Pines” addition on Spruce Dr.

Code Enforcement:

19 Letters of Violations were sent in the months of April and May

12 In August and 7 in September

11 Violations were resolved. Others are ongoing, mostly junk and vehicle-related violation.

The most prevalent violation is overgrown grass and weeds in August. This is expected to continue throughout the growing season. A Notice was published in the local newspaper in April and posted on the City’s website. Once a high grass/weed concern is confirmed, I am sending through regular mail an additional Notice of Violation with a 7-day period to resolve the violation.

The City Manager and I are working on a parking ordinance that will be brought to the council for consideration. We plan on bringing this ordinance to a Council work session to allow each Council member to weigh in on the needs and elements of the ordinance. It was our intent to create an ordinance that addresses the parking of vehicles (as defined) on grass areas of a property owner parcel by prescribing the parking surface a vehicle may be parked upon and limiting the area of the parking area as compared to the required yard (front and side) areas. We also intend to address the habitation of recreational vehicles on the privately owned, residentially zoned property.

In summary, we hope that this ordinance will enable code enforcement to address certain vehicle parking issues that we see throughout the city and prevent any “long-term” occupancy, which could be perceived or considered “living” in a recreational vehicle.

812 10th Street NE – Derelict property

On or about March 24th, 2024, the City obtained ownership of this property utilizing Iowa State Code 657A, where the property was determined to be abandoned and had become unsafe.

Asbestos abatement has been scheduled for October 2nd and 3rd, with demolition commencing on October 14th, 2024.

The cost for abatement of this property is expected to be returned to the City once the parcel is disposed of. Please keep in mind that the expenses to obtaining the property, which includes legal fees, asbestos survey, asbestos abatement, demolition of structure(s), and general landscaping to make this a buildable parcel, typically will outweigh the property value and, therefore, the City will initially see a loss. However, a new home valuation and taxation typically recover the loss over time. I would support the sale of this property at a lower cost; however, only with a development agreement stipulating a new dwelling be placed on the parcel within 1 year of the transfer of title. If the parcel was to be sold without a development agreement, then it should be sold at fair market value.

Planning and Zoning:

The Planning and Zoning Commission met on August 6, 2024, where the board recommended the Council accept and approve a preliminary plat of survey for the MBH subdivision, a subdivision within 2 miles of the city boundary. Additionally, the board also made a recommendation to the Council to accept and approve a preliminary plat of survey for the Henderson Addition and recommend that the Council set a date for a public hearing regarding the rezoning of a parcel of land owned by Mr. Henderson for the purpose of constructing single-family dwellings.

On September 9, 2024, the City Council set a date for the first reading of an ordinance amendment that would consider the rezoning request. The first reading was originally set for September 23, 2024; however, due to a required absence of the Mayor and City Manager, the council meeting was rescheduled to September 30, 2024. A public hearing was held at this meeting on September 30th, and no objections were heard. The Council closed the public hearing, approved waiving the 2nd and 3rd hearings, and ultimately accepted and approved the request to rezone the Henderson parcel from A-1 to R-1.

After receiving legal advisement, the City will allow Mr. Henderson to begin constructing the public improvements and infrastructure in Phase I of the addition. If Mr. Henderson desires to sell and begin construction on lots within Phase I before having a final plat approved and public improvement dedicated, he would be required to post a performance bond for the incomplete public improvement portion of that phase.

Board of Adjustments:

No activity

Flood Plain Administration:

Training with multiple agencies regarding new flood mapping.

IDNR, Emergency Management, and the City are discussing the possibility of a FEMA buyout project for properties in the current flood plain. Emergency Management has submitted a Notice of Interest to the IDNR, and this is where we're currently at. We do not know at this time if we will have a project.

All Permits issued previous 2 months - Set Date Range

File Date	Permit Number	Parcel Number	Location	Permit Use	Fee Amount	Permit Date	Project Value
September 23, 2024	24-0280	1010102031	1400 3RD AVE SE, INDEPENDENCE 50644	Beer/Liquor	\$0.00	September 26, 2024	\$0
September 23, 2024	24-0279	1004254010	204 2ND ST SW, INDEPENDENCE 50644	Beer/Liquor	\$0.00	September 26, 2024	\$0
August 29, 2024	24-0254	0634461012	108 1ST ST E, INDEPENDENCE 50644	Beer/Liquor	\$0.00	September 4, 2024	\$0
July 22, 2024	24-0202	1004176004	103 9TH AVE SW, INDEPENDENCE 50644	Beer/Liquor	\$0.00	August 20, 2024	\$0
				Subtotal For Beer/Liquor (4 Records)	\$0.00		\$0
August 21, 2024	24-0278	0634281007	816 7TH AVE NE, INDEPENDENCE 50644	Building	\$58.00	September 26, 2024	\$5,000
August 13, 2024	24-0236	1003153007	613 1ST ST E, INDEPENDENCE 50644	Building	\$52.00	August 23, 2024	\$4,000
August 1, 2024	24-0239	0634488012	100 5TH AVE NE, INDEPENDENCE 50644	Building	\$112.00	August 23, 2024	\$13,500
August 1, 2024	24-0213	1004281002	313 2ND ST SE, INDEPENDENCE 50644	Building	\$20.00	August 1, 2024	\$0
August 19, 2024	24-0226	0634281007	816 7TH AVE NE, INDEPENDENCE 50644	Building	\$58.00	August 19, 2024	\$5,000
September 19, 2024	24-0273	0634312008	601 5TH AVE NW, INDEPENDENCE 50644	Building	\$300.00	September 19, 2024	\$49,982
August 14, 2024	24-0235	0635351006	313 9TH AVE NE, INDEPENDENCE 50644	Building	\$475.00	August 23, 2024	\$100,000
				Subtotal For Building (7 Records)	\$1,075.00		\$177,482
September 23, 2024	24-0282	0634463012	302 1ST ST E, INDEPENDENCE 50644	Concrete work	\$52.00	September 23, 2024	\$3,300

File Date	Permit Number	Parcel Number	Location	Permit Use	Fee Amount	Permit Date	Project Value
				Subtotal For Concrete work (1 Records)	\$52.00		\$3,300
August 19, 2024	24-0224	0633476007	1201 OBRIEN CT, INDEPENDENCE 50644	Decking	\$40.00	August 19, 2024	\$2,000
				Subtotal For Decking (1 Records)	\$40.00		\$2,000
August 29, 2024	24-0247	0634457010	2nd Ave East	Demolition	\$0.00	August 29, 2024	\$0
				Subtotal For Demolition (1 Records)	\$0.00		\$0
August 27, 2024	24-0243	1009401002	505 ENTERPRISE DR SW, INDEPENDENCE 50644	Driveway	\$58.00	August 27, 2024	\$4,505
				Subtotal For Driveway (1 Records)	\$58.00		\$4,505
August 28, 2024	24-0246	000000000	939 OFFICE PARK RD, SUITE 306	Excavation	\$0.00	August 28, 2024	\$0
				Subtotal For Excavation (1 Records)	\$0.00		\$0
September 13, 2024	24-0268	1004380005	614 BLAND BLVD SW, INDEPENDENCE 50644	Fence	\$52.00	September 17, 2024	\$3,225
August 23, 2024	24-0229	0634456001	402 3RD ST NE, INDEPENDENCE 50644	Fence	\$58.00	August 23, 2024	\$0
August 14, 2024	24-0234	634432009	712 7TH ST NE, INDEPENDENCE 50644	Fence	\$70.00	August 23, 2024	\$7,000
				Subtotal For Fence (3 Records)	\$180.00		\$10,225
September 11, 2024	24-0263	0634280016	900 6TH AVE NE, INDEPENDENCE 50644	Mechanical (HVAC)	\$52.00	September 11, 2024	\$3,337
June 13, 2024	24-0240	1004281001	301 2ND ST SE, INDEPENDENCE 50644	Mechanical (HVAC)	\$148.00	August 23, 2024	\$20,000
August 15, 2024	24-0227	1003309001	500 6TH AVE SE, INDEPENDENCE 50644	Mechanical (HVAC)	\$100.00	August 20, 2024	\$12,000

File Date	Permit Number	Parcel Number	Location	Permit Use	Fee Amount	Permit Date	Project Value
September 20, 2024	24-0277	0633453012	105 15TH AVE NW, INDEPENDENCE 50644	Mechanical (HVAC)	\$58.00	September 26, 2024	\$4,500
				Subtotal For Mechanical (HVAC) (4 Records)	\$358.00		\$39,837
September 4, 2024	24-0270	1009108000	906 SPRUCE DR, INDEPENDENCE 50644 (Bldg #25961-0028)	New Construction	\$786.00	September 17, 2024	\$205,000
September 4, 2024	24-0271	1009108000	904 SPRUCE DR, INDEPENDENCE 50644 (Bldg #25961-0027)	New Construction	\$786.00	September 17, 2024	\$205,000
September 12, 2024	24-0265	0635403008	501 GREEN HAVEN CT, INDEPENDENCE 50644	New Construction	\$0.00	September 12, 2024	\$0
				Subtotal For New Construction (3 Records)	\$1,572.00		\$410,000
August 14, 2024	24-0258	0635382016	111 15TH AVE NE, INDEPENDENCE 50644	Plumbing	\$58.00	September 11, 2024	\$4,174
September 3, 2024	24-0249	10.09.209.015	302 MATTHEW ST INDEPENDENCE	Plumbing	\$40.00	September 4, 2024	\$1,916
August 28, 2024	24-0257	0634436002	512 5TH AVE NE, INDEPENDENCE 50644	Plumbing	\$26.00	September 11, 2024	\$1,285
September 18, 2024	24-0275	1003251012	219 TERRACE DR, INDEPENDENCE 50644	Plumbing	\$70.00	September 20, 2024	\$6,415
September 19, 2024	24-0274	0634436002	512 5TH AVE NE, INDEPENDENCE 50644	Plumbing	\$34.00	September 20, 2024	\$1,650
August 12, 2024	24-0221	1003255011	1511 1ST ST E, INDEPENDENCE 50644	Plumbing	\$0.00	August 16, 2024	\$0
August 2, 2024	24-0214	0635306003	508 8TH AVE NE, INDEPENDENCE 50644	Plumbing	\$76.00	August 2, 2024	\$8,000

File Date	Permit Number	Parcel Number	Location	Permit Use	Fee Amount	Permit Date	Project Value
				Subtotal For Plumbing (7 Records)	\$304.00		\$23,440
July 30, 2024	24-0219	0634432012	705 8TH AVE NE, INDEPENDENCE 50644	Remodel/Addition	\$296.00	August 9, 2024	\$20,000
August 21, 2024	24-0228	1004432003	508 3RD AVE SE, INDEPENDENCE 50644	Remodel/Addition	\$218.00	August 22, 2024	\$33,000
August 19, 2024	24-0223	0634253001	304 12TH ST NE, INDEPENDENCE 50644	Remodel/Addition	\$832.00	August 19, 2024	\$225,000
September 11, 2024	24-0266	1004178010	601 1ST ST W, INDEPENDENCE 50644	Remodel/Addition	\$64.00	September 16, 2024	\$5,500
August 28, 2024	24-0267	0634451001	417 2ND AVE NE, INDEPENDENCE 50644	Remodel/Addition	\$40.00	September 16, 2024	\$2,000
				Subtotal For Remodel/Addition (5 Records)	\$1,450.00		\$285,500
July 31, 2024	24-0215	0634309010	501 8TH AVE NW, INDEPENDENCE 50644	Roofing	\$70.00	August 5, 2024	\$6,500
August 28, 2024	24-0250	0635326007	1208 7TH ST NE, INDEPENDENCE 50644	Roofing	\$64.00	September 4, 2024	\$6,000
August 7, 2024	24-0237	0635152001	1004 8TH AVE NE, INDEPENDENCE 50644	Roofing	\$64.00	August 23, 2024	\$5,300
August 14, 2024	24-0233	1004258005	209 2ND AVE SW, INDEPENDENCE 50644	Roofing	\$112.00	August 23, 2024	\$14,000
August 7, 2024	24-0238	0633478014	311 11TH AVE NW, INDEPENDENCE 50644	Roofing	\$82.00	August 23, 2024	\$8,400
August 16, 2024	24-0232	1003302002	507 4TH ST SE, INDEPENDENCE 50644	Roofing	\$52.00	August 23, 2024	\$4,000
August 5, 2024	24-0218	1003176006	805 1ST ST E, INDEPENDENCE 50644	Roofing	\$0.00	August 6, 2024	\$67,915

File Date	Permit Number	Parcel Number	Location	Permit Use	Fee Amount	Permit Date	Project Value	
September 9, 2024	24-0255	0634356009	201 8TH AVE NW, INDEPENDENCE 50644	Roofing	\$52.00	September 9, 2024	\$3,001	
July 17, 2024	24-0264	634312011	508 5TH ST NW, INDEPENDENCE 50644	Roofing	\$100.00	September 12, 2024	\$11,520	
August 19, 2024	24-0231	0634457006	205 2ND AVE NE, INDEPENDENCE 50644	Roofing	\$497.00	August 23, 2024	\$108,750	
August 28, 2024	24-0252	0634436006	512 5TH ST NE, INDEPENDENCE 50644	Roofing	\$380.00	September 4, 2024	\$74,823	
August 28, 2024	24-0244	1003154003	106 7TH AVE SE, INDEPENDENCE 50644	Roofing	\$76.00	August 28, 2024	\$7,912	
August 27, 2024	24-0253	1003156003	210 5TH AVE SE, INDEPENDENCE 50644	Roofing	\$124.00	September 4, 2024	\$15,250	
July 30, 2024	24-0212	0634185002	62 9TH ST NE, INDEPENDENCE 50644	Roofing	\$64.00	August 1, 2024	\$5,200	
July 31, 2024	24-0217	0627478014	504 14TH ST NE, INDEPENDENCE 50644	Roofing	\$106.00	August 5, 2024	\$12,735	
August 28, 2024	24-0251	0634311007	600 5TH ST NW, INDEPENDENCE 50644	Roofing	\$160.00	September 4, 2024	\$22,000	
July 31, 2024	24-0216	0634351006	403 8TH AVE NW, INDEPENDENCE 50644	Roofing	\$58.00	August 5, 2024	\$4,645	
					Subtotal For Roofing (17 Records)		\$2,061.00	\$377,951
September 23, 2024	24-0276	0634413002	519 2ND AVE NE, INDEPENDENCE 50644	Sidewalk/Patio	\$52.00	September 27, 2024	\$3,300	
September 26, 2024	24-0281	1003161014	622 4TH ST SE, INDEPENDENCE 50644	Sidewalk/Patio	\$52.00	September 27, 2024	\$3,800	
					Subtotal For Sidewalk/Patio (2 Records)		\$104.00	\$7,100

File Date	Permit Number	Parcel Number	Location	Permit Use	Fee Amount	Permit Date	Project Value
August 27, 2024	24-0245	1004428009	310 5TH ST SE, INDEPENDENCE 50644	Street Excavation	\$0.00	August 28, 2024	\$0
August 22, 2024	24-0241	1004332007	703 6TH ST SW, INDEPENDENCE 50644	Street Excavation	\$0.00	August 23, 2024	\$0
August 19, 2024	24-0242	1003353006	1010 3RD AVE SE, INDEPENDENCE 50644	Street Excavation	\$0.00	August 23, 2024	\$0
August 2, 2024	24-0220	0635306003	508 8TH AVE NE, INDEPENDENCE 50644	Street Excavation	\$0.00	August 12, 2024	\$8,000
				Subtotal For Street Excavation (4 Records)	\$0.00		\$8,000
May 23, 2024	24-0261	1003158008	710 3RD ST SE, INDEPENDENCE 50644	Water Heater	\$24.00	September 11, 2024	\$1,200
June 19, 2024	24-0259	1004265002	401 3RD AVE SW, INDEPENDENCE 50644	Water Heater	\$24.00	September 11, 2024	\$1,200
June 7, 2024	24-0260	0634229002	1224 6TH AVE NE, INDEPENDENCE 50644	Water Heater	\$24.00	September 11, 2024	\$1,200
May 23, 2024	24-0262	0635355001	314 10TH AVE NE, INDEPENDENCE 50644	Water Heater	\$24.00	September 11, 2024	\$1,200
				Subtotal For Water Heater (4 Records)	\$96.00		\$4,800
September 10, 2024	24-0269	1003255009	300 14TH AVE SE, INDEPENDENCE 50644	Window Replacement	\$124.00	September 17, 2024	\$15,550
September 18, 2024	24-0272	0626302001	801 NORTHVIEW DR, INDEPENDENCE 50644	Window Replacement	\$76.00	September 18, 2024	\$8,000
August 20, 2024	24-0230	1009253004	1604 CARRIE AVE, INDEPENDENCE 50644	Window Replacement	\$46.00	August 23, 2024	\$2,860

File Date	Permit Number	Parcel Number	Location	Permit Use	Fee Amount	Permit Date	Project Value
August 16, 2024	24-0225	1003161014	622 4TH ST SE, INDEPENDENCE 50644	Window Replacement	\$52.00	August 19, 2024	\$4,000
August 16, 2024	24-0256	0634462014	216 1ST ST E, INDEPENDENCE 50644	Window Replacement	\$148.00	September 10, 2024	\$20,000
				Subtotal For Window Replacement (5 Records)	\$446.00		\$50,410
				T O T A L - 70 Records	\$7,796.00		\$1,404,550



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager
FROM: Travis Foley – Utilities Department Director
DATE OF MEETING: October 7, 2024
ITEM TITLE: Department Report – Utilities Department

DISCUSSION:

Water –

- We completed a small valve replacement project on the NE side of town. We repaired two broken valves, replaced two valves, added a valve, and replaced an old fire hydrant.
- We will be out exercising valves at the beginning of this month.
- Towards the middle/end of this month we will begin our fall hydrant flushing.
- We are continuing to work on the lead service line inventory. We will send out another batch of letters in hopes of a better response than the first attempt.

Sewer –

- We received our new sewer camera. This has already been useful several times in the short time that we have had it.
- We are investigating an unidentified sewer line that has collapsed that picks up sewer in multiple locations between 2nd Ave and 4th Ave NE between 1st St and 2nd St NE.

Wastewater –

- We continue to have regular meetings with the engineers about the design of the new wastewater plant.
- Staying busy with routine maintenance and repairs on equipment.



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager
FROM: Brad Esch, Street Department Director
DATE OF MEETING: October 7, 2024
ITEM TITLE: Department Report – Streets

Set up/tear down for BBQ event.

Street sign repair.

Storm Intake repairs.

Installed 60 feet of culvert pipe at the complex.

Contracted salt order has been placed for this coming winter.

Concrete and asphalt street repairs for Water main/service lines and Sanitary sewer breaks have all been completed.

Asphalt overlaid the intersection at 8th St. and Park Ave NE. Leftover material filled in missing gutters in the area.

The new Street Sweeper has been in service, works great, and will soon be out daily when leaves start falling.

Routine maintenance at the tree dump. Large logs and stumps were ground, making clean mulch free for the citizens, along with any other material at the site.

Concrete pier, sidewalk, and landscaping are completed for the newly installed dock at Triangle Pond.

The DOT/Railroad will be installing a new surface at the railroad crossing on 150 north. The estimated start date is October 7th through the 12th, with traffic opening on Saturday morning the 12th.



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: October 7, 2024

ITEM TITLE: Emergency Preparedness Scenario

DISCUSSION:

Members of the Council have asked to go through a scenario outlining the Council's responsibilities in Emergency situations, given how some severe weather incidents have unfolded in Iowa over the past year. Staff from Buchanan County Emergency Management will be on-site to go through a scenario prepared by the National Weather Service.

RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.

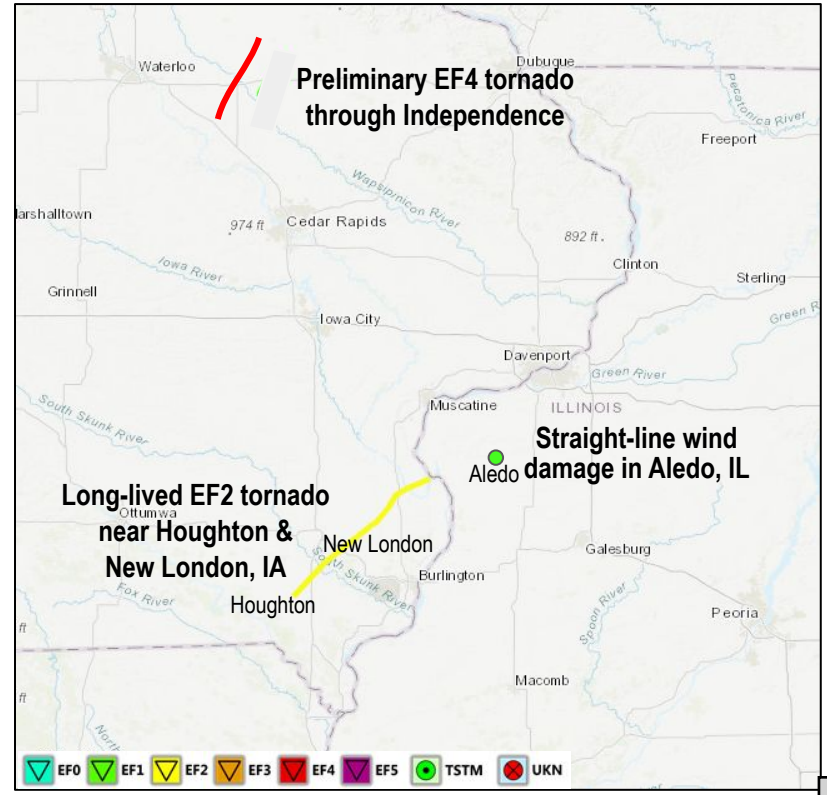


The storm survey of the Independence tornado is ongoing, and additional information will be released later today and

Storm Survey Results 5/16/2024 Event

Time	230 - 830 PM CDT
2 Tornadoes in Eastern Iowa	Preliminary EF4 in Buchanan County IA EF2 in Southeast IA
Major Straight-Line Wind Damage	Aledo, IL

Widespread severe weather impacted the area Thursday, including a violent tornado in the Independence, IA area. Tragically, 2 people were killed and at least 24 were injured. These are preliminary numbers. The storm survey is ongoing.





Independence, IA Tornado- May 16, 2024

May 17, 2024
11:01 AM

Item #5.

The storm survey of the Independence tornado is ongoing, and additional information will be released later today and

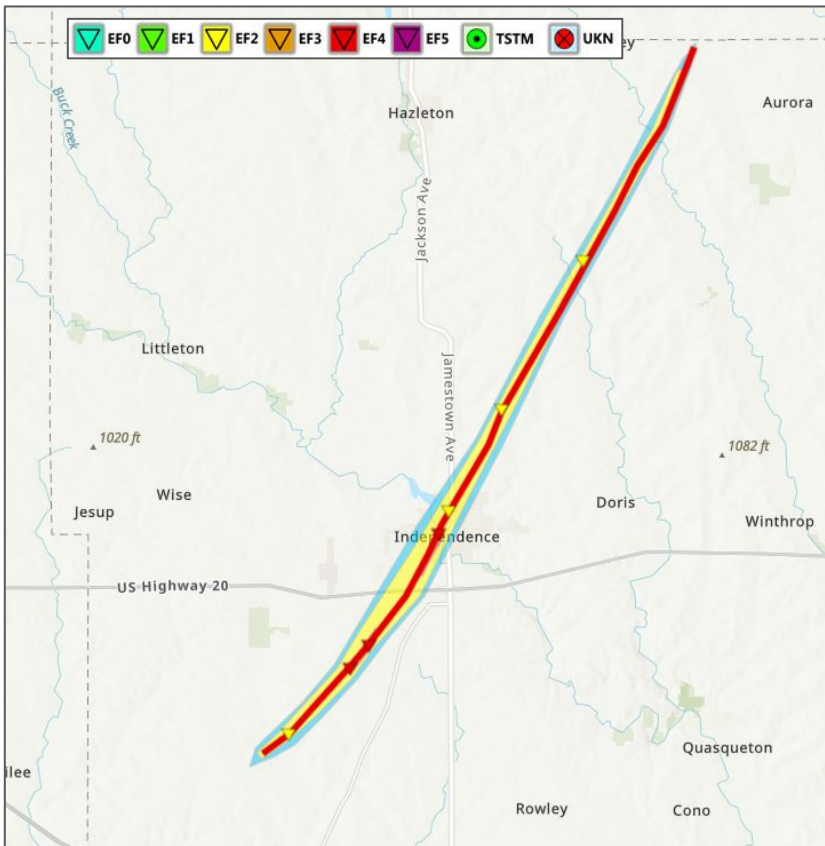


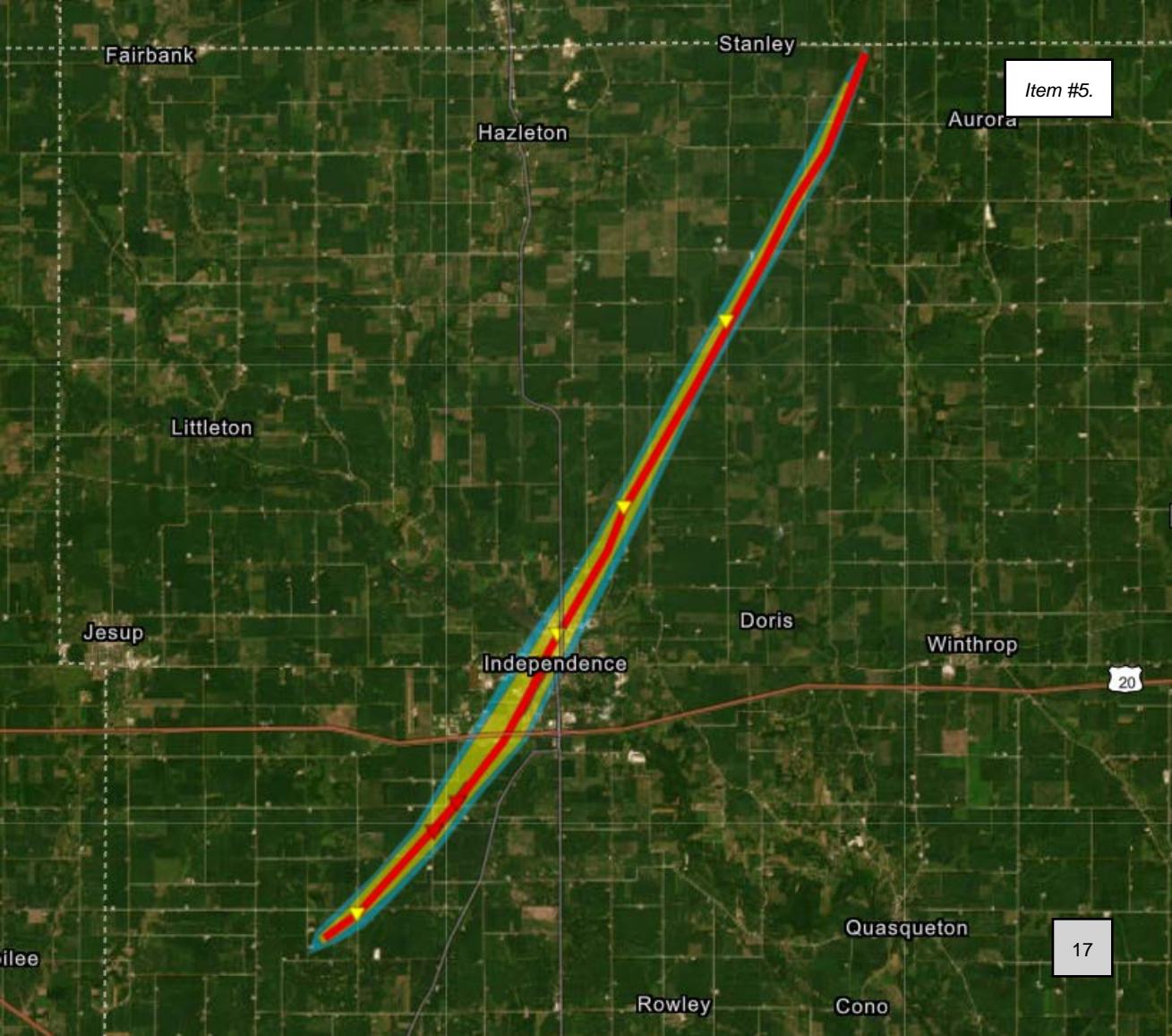
Prelim. Storm Survey Results

Independence, IA Tornado
Buchanan County

Date	5/16/2024
Time	3:08 PM - 3:40 PM CDT
EF Rating	EF-4 (preliminary)
Est. Peak Winds	180 MPH
Path Length	20.4 miles
Max Width	1600 yards
Injuries/Deaths	24/2 (preliminary)

Preliminary information: A violent tornado tracked through Buchanan County. 2 people were killed and at least 24 injured in the city of Independence. Survey teams continue to assess the damage.





Fairbank

Stanley

Item #5.

Hazleton

Aurora

Littleton

Jesup

Doris

Winthrop

Independence

20

Ilee

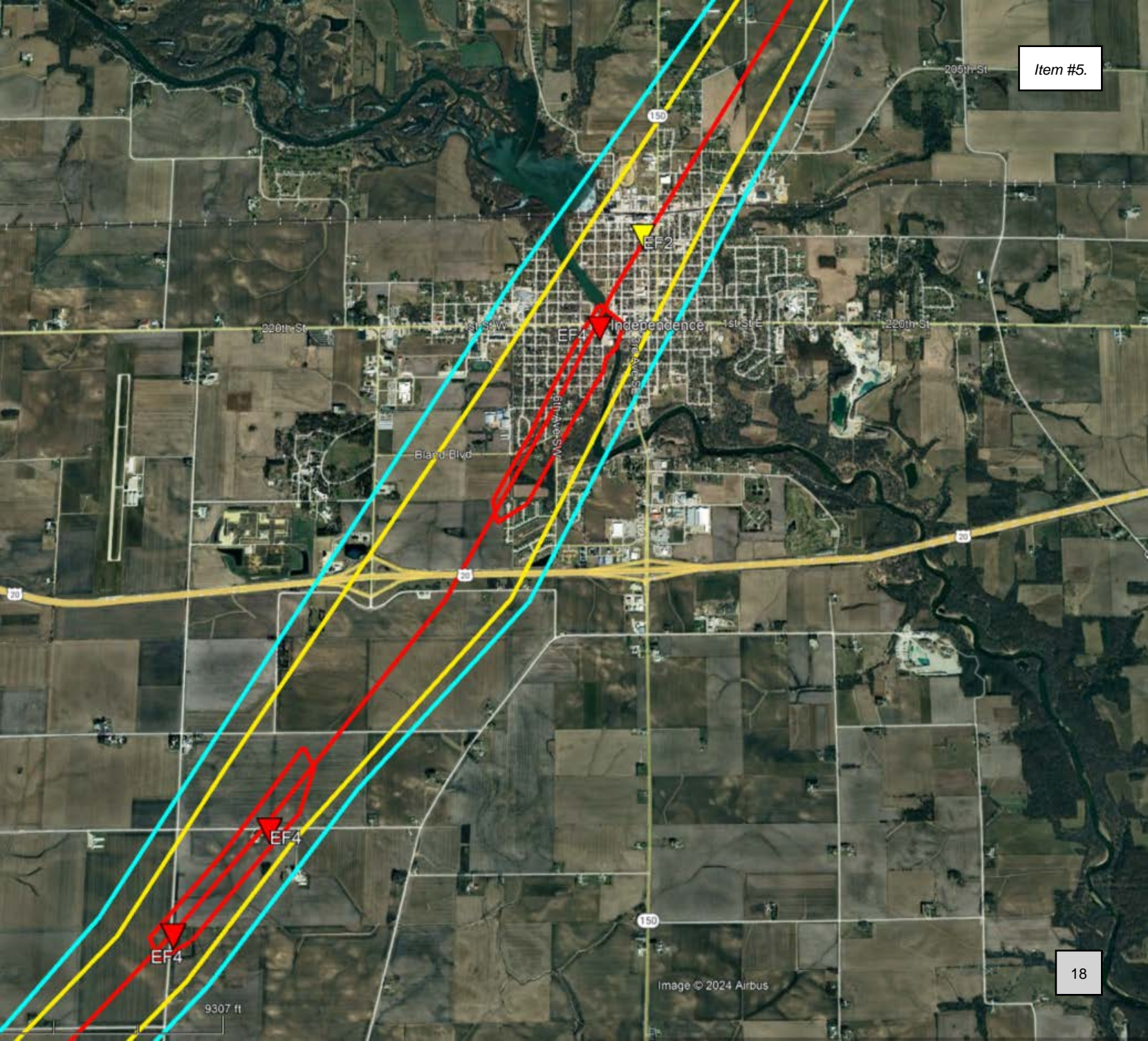
17

Quasqueton

Rowley

Cono

Item #5.





CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: October 7, 2024

ITEM TITLE: 1st Street West Reconstruction Project – RAISE Grant

DISCUSSION:

In talking with Ritland & Kuper (the architects who did the Community Visioning Study for us), we were trying to come up with ideas for how to get some of the projects identified through that process done. As we talked about that, I heard about RAISE grants being done in Waterloo and Dubuque through other contacts and asked Ritland & Kuper about them since they were involved at least in the Waterloo successful application. We met with RK and INRCOG to discuss how we could maximize the planned First Street West project from the bridge to 10th with this project, and as we talked through that, we determined that we could utilize the STBG funding already allocated to the City as our match for the RAISE Grant. At that point, I felt it made the most sense to expand the scope of the initial project to include the remainder of 1st Street West. RK indicated they would be happy to develop a proposal, but they would need an engineer on board to assist. After they told me that, we discussed asking Crawford Engineering to assist, but I asked them who they had worked with on other successful RAISE Grant projects, and they indicated that they had worked with AECOM. Knowing that AECOM did the First Street East project and that it had been successful, coupled with their recent success with other RAISE Grants, I felt it was best to have them partner with RK to move forward on the application side so that we could have the best chance possible of attaining the grant.

Attached is the proposal that Ritland & Kuper, in partnership with AECOM, has put together to work through the application process for a RAISE grant for the 1st Street West Corridor.

Staff would like to discuss with the council the next steps and get feedback regarding this option.

RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of August 27, 2024, is between the following parties:

CLIENT: City of Independence, Iowa

LANDSCAPE ARCHITECT: RITLAND+KUIPER Landscape Architects (RKLA)

for the following PROJECT: **1ST STREET WEST CORRIDOR IMPROVEMENTS**

ARTICLE 1: LANDSCAPE ARCHITECT'S BASIC AND ADDITIONAL SERVICES

A. Project Understanding

1. The project scope and design intent will be guided by the corridor concept plans prepared by RITLAND+KUIPER as part of the Community Visioning process and approved by the Client.
2. This project consists of assistance in preparation of a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant application, including grant writing, concept layout, concept cost estimate, benefit/cost analysis (BCA), traffic analysis for BCA, and presentation graphics for the application of the 1st Street W. corridor from the Wapsipinicon River to the west City of Independence city limits. The RAISE grant application package will be developed for the 2025 RAISE submission. This project will include a review of the existing roadways, sidewalks, ADA accommodation, street reconstruction schedule, existing utilities, potential areas for stormwater quality improvements and coordination with existing and planned private developments in the area.
3. Design for streetscape enhancements will be complementary with other recent downtown streetscape renovations.
4. The Landscape Architect will be responsible for hiring subconsultants necessary for the completion of the services outlined below (AECOM).
5. The Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.

B. Scope of Services

1. *Concept Design Development*

- a. Utilize existing site information to develop a basemap for the streetscape corridor in the study.
- b. Update streetscape concept plans for the 1st Street West corridor previously developed as part of the Community Visioning process in response to more detailed evaluation of the data collected in this study. Enhancements reviewed as part of the streetscape concept updates may include trees, lights, specialty pavement, furniture, and signage. The study will include evaluation of utility needs in these corridors including site lighting and potential utility relocations.
- c. Coordinate the AECOM Concept Design services (Tasks 1-7) on Exhibit A attached.
- d. Coordinate work sessions as needed for design interaction between Client and City stakeholders. Anticipated meetings and administrative tasks are outlined in Exhibit A (Tasks 24-29).
- e. Develop a final Conceptual Development Plan for the streetscape corridor as described in the Project Understanding above.
- f. Develop preliminary cost opinion to help evaluate funding needs and priorities.

2. Traffic Analysis

- a. These services include traffic data gathering of previous studies and traffic signal timing, traffic counts, traffic analysis for use in the BCA and RAISE grant application and two traffic signal warrants.
- b. Coordinate the AECOM Traffic Analysis services (Tasks 8-15) on Exhibit A attached.
- c. Assist AECOM in developing a technical memorandum to summarize the approach, methodology, findings, results and conclusions of the traffic study.

3. RAISE Grant Assistance

- a. Develop Raise Grant Application in partnership with the Client. The following tasks for the RAISE Grant Application are described in further detail in Exhibit A:
 - Review Documents and Project Information
 - Document Project Benefits and Innovations / Preliminary Assessment of Project Against RAISE Guidance
 - Multimodal Connectivity
 - Identify Innovations / Partnerships
 - Economic Analysis - Benefit Cost Analysis (BCA) and Equity Considerations
 - Consistency with Local Plans & Technical Feasibility
 - Grant Application
 - Draft and Final Application and Supplemental Materials
- b. Raise Grant Application will require the following tasks are provided by the Client:
 - Provide Required Project Information
 - Secure Support Letters
 - Certifications and Letters of Commitment for Funding
 - Submission of the Application
 - Assistance Coordinating with Project Partners (as needed).

C. Services Not Included

The following items are not included in the project scope at this time but could be added by supplemental agreement if and when the services are needed.

1. Preliminary and Final Design Services
2. Design & Construction Survey
3. Geotechnical Services
4. Environmental Services
5. NEPA Clearances
6. Project Permits
7. Construction-Related Services

D. Additional Services

1. We will identify services not included in our proposed scope of work if they are requested. We will advise your office of the impact on our work and propose an increase to the fee amount before any work is undertaken that is outside our scope of services.
2. Extra services will be provided on an hourly basis at the billing rates listed below or the current hourly rates prevailing when services are rendered.

ARTICLE 2: CLIENT'S RESPONSIBILITIES

- A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.
- B. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.
- C. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- D. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

ARTICLE 3: COMPENSATION AND PAYMENTS

A. Client agrees to pay Landscape Architect as follows:

Based on the complexity of the project and the amount of services anticipated, RITLAND+KUIPER Landscape Architects (and their subconsultant, AECOM) will provide the services described in Article 1, and in accordance with the conditions outlined in this contract, for a sum not to exceed **\$159,000**.

TASK 1: CONCEPT DESIGN DEVELOPMENT (\$49,000)

TASK 2: TRAFFIC ANALYSIS (\$39,000)

TASK 3: RAISE GRANT ASSISTANCE (\$71,000)

- 1. Billing for services will be hourly, at the rates listed below, and submitted monthly as the work progresses.
- 2. RKLA billing rates effective through March, 2025:

Craig Ritland, FASLA	\$ 150.00/hr.
Mark Kuiper, ASLA	\$ 150.00/hr.
Samantha Price, PLA	\$ 100.00/hr.

- B. Reimbursable Expenses, if incurred (i.e. printing costs) will be billed at our direct cost, in addition to the fees above. At this time we do not anticipate any significant printing costs in the design development process as we expect our deliverables to be electronic files (PDF documents).
- C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice.

ARTICLE 4: TERMINATION

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ARTICLE 5: DISPUTE RESOLUTION

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

ARTICLE 6: USE AND OWNERSHIP OF LANDSCAPE ARCHITECT'S DOCUMENTS

- A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

ARTICLE 7: MISCELLANEOUS PROVISIONS

- A. This Agreement is governed by the law of Landscape Architect's principal place of business.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.
- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- F. To the greatest extent permitted by Iowa law, the Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.
- G. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- H. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
- I. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
- J. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- K. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

LANDSCAPE ARCHITECT

CLIENT: City of Independence



 Mark Kulper, ASLA, LEED AP, Principal
 Signature Dated: August 27, 2024
 License/Certificate No. IOWA 00413
 Renewal Date: June 30, 2025

Title _____

Dated _____

**1ST STREET WEST CORRIDOR
CONCEPTUAL DESIGN AND RAISE GRANT APPLICATION**

CITY OF INDEPENDENCE, IOWA

EXHIBIT A

I. PROJECT DESCRIPTION

This project consists of assistance in preparation of a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant application, including grant writing, concept layout, concept cost estimate, benefit/cost analysis (BCA), traffic analysis for BCA, and presentation graphics for the application of the 1st Street W. corridor from the Wapsipinicon River to the west City of Independence city limits. The RAISE grant application package will be developed for the 2025 RAISE submission.

II. SCOPE OF SERVICES

This Scope of Work will encompass and include work, services, material, personnel and supplies necessary for the preparation of a RAISE Grant Application. The Scope of Services is further defined by the following tasks:

Concept Design (Tasks 1-7). These tasks include the conceptual design development for the 1st Street W. corridor using available as-built plan information and Lidar mapping. These tasks will include developing an overall layout, proposed typical cross section, and proposed improvements to the roadway, pedestrian/bicycle accommodations, sanitary sewer, water main, and storm sewer/drainage systems (including bioswale improvements). The concept design will be utilized to develop the project cost estimate for the proposed project needed to complete the BCA.

- Task 1 – Develop Roadway Alignment
- Task 2 – Develop Typical Cross Sections
- Task 3 – Develop Pedestrian/Bicycle Accommodations
- Task 4 – Develop Sanitary Sewer and Water Main Improvements
- Task 5 – Develop Storm Sewer System/Drainage Improvements
- Task 6 – Develop Roadway Exhibit
- Task 7 – Develop Cost Estimate

Traffic Analysis (Tasks 8-15). These tasks include traffic data gathering of previous studies and traffic signal timing, traffic counts, traffic analysis for use in the BCA and RAISE grant application and two traffic signal warrants. Traffic counts will be collected by Iowa Counts for three continuous days, from Tuesday through Thursday, when school is in session. The turning movement counts will include counting vehicular splits, pedestrians, and bicycles. This task includes counts for three intersections: 1st Street W. & 20th Avenue/Highway 248 (Unsignalized), 1st Street W. & 9th Avenue (Signalized) and 1st Street W. & 2nd Avenue (Signalized). The traffic analysis will include safety and operations analyses and a Traffic Analysis Memorandum. The technical memorandum will summarize the approach, methodology, findings, results and conclusions of the traffic study.

- Task 8 – Traffic Counts (3 Locations)
- Task 9 – Gathering and Analyzing Existing Traffic Data and Studies
- Task 10 – Traffic Count Analyses
- Task 11 – Traffic Signal Warrants

Task 12 – Safety Analysis. Collect the most recent 5-years of crash data available from Iowa Crash Analysis Tool. Review the crash reports and identify crash trends within the project area.

This task also includes an analysis of Iowa DOT's Potential for Crash Reduction (PCR). Lastly, this task includes completing a predictive safety analysis for the study area. This analysis will include the use of Interactive Safety Design Model (IHSDM) site sets and will not include building an entire IHSDM model using alignments. The predictive safety analysis will be completed for the intersections listed in Task 8 and will be completed for no-build conditions and any improvement concepts.

Task 13 – Develop Design-Year Traffic Volumes and Turning Movements. The design-year growth rates will be provided by INRCOG based on the year 2050 regional Travel Demand Model. A corridor-wide growth rate will be selected in coordination with INRCOG and the City of Independence. The forecasted traffic volumes will be compared to the actual counts obtained for this project, as well as historical counts obtained from previous studies. Future AM and PM peak hour volumes will be developed based on the peak hours from the actual counts.

Task 14 – Operations Analysis. This task includes an evaluation of the operations at the three study intersections identified in Task 8. Intersections will be evaluated using methodology from the 7th Edition of the Highway Capacity Manual (HCM7) for intersections. Synchro and Highway Capacity Software (HCS) will be used to analyze each intersection for up to two peak periods (weekday AM and PM peak). This task also includes completing a sensitivity analysis to determine additional capacity available to accommodate future growth. The following scenarios will be evaluated:

- a. Existing Conditions (Current Year Traffic Volumes)
- b. No-Build Conditions (Future Year Traffic Volumes)
- c. Future Improvement Conditions (Future Year Traffic Volumes with Improvements)

Task 15 – Traffic Analysis Memorandum.

RAISE Grant Assistance (Tasks 16-23)

RAISE Grant Application

- Review Documents and Project Information
- Document Project Benefits and Innovations / Preliminary Assessment of Project Against RAISE Guidance
- Multimodal Connectivity
- Identify Innovations / Partnerships
- Economic Analysis - Benefit Cost Analysis (BCA) and Equity Considerations
- Consistency with Local Plans & Technical Feasibility
- Grant Application
- Draft and Final Application and Supplemental Materials

It also assumes that the following tasks are to be completed by the Client:

- Provide Required Project Information
- Secure Support Letters
- Certifications and Letters of Commitment for Funding
- Submission of the Application
- Assistance Coordinating with Project Partners (as needed)

The tasks for the RAISE Grant Application are described below.

Task 16 - Review Documents and Project Information. The project team will review relevant reports including past analyses, state and county economic data and development strategies,

infrastructure conditions reports, etc. and identify materials for use in the RAISE application. The information obtained will be updated as needed. Potential project documents include the environmental documents prepared to date for the project, economic and real estate analyses, the project financial plan, operating plan, and land-use plans. The key objective of this task is to understand the project's benefits, the available data and any gaps, and how the project fits into larger strategies for the region. For example, the RAISE guidance notes that projects that align with local climate plans are welcomed.

Task 17 – Document Project Benefits and Innovations / Preliminary Assessment of Project Against RAISE Guidance. The project team will identify and highlight any creative aspects to the project as currently planned. The US Department of Transportation will give priority to projects in the 2025 round that address past racial inequities, that connect communities to economic opportunity, and that stimulate long-term growth, especially in economically distressed areas. Projects also benefit from innovative strategies to pursue the five long-term outcomes: safety, environmental sustainability, quality of life, economic competitiveness and state of good repair. In particular, under the quality of life and partnership merit criteria, “the Department seeks to use the RAISE program to encourage racial equity in two areas: (1) incorporating planning and adopting policies related to racial equity and reducing barriers to opportunity; and (2) investing in projects that either proactively address racial equity and barriers to opportunity, including automobile dependence as a form of barrier, or redress prior inequities and barriers to opportunity.”

Task 18 – Multimodal Connectivity. The project team will document the connectivity of the project to the broader transportation network in Independence (trails and pedestrian accommodations for example) and to community activity centers. Connections to other transportation services will be highlighted. The RAISE Notice of Funding Opportunity (NOFO) language particularly highlights project qualities that “include physical-barrier-mitigating land bridges, caps, lids, linear parks and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation.”

Task 19 – Identify Collaboration / Partnerships. The project team will identify and document any public / private collaborations, how the project supports other projects and initiatives in the area, especially partnerships with non-transportation public agencies and local plans to sustain / revitalize the city.

Task 20 – Economic Analysis. The project team will assemble and verify data for the economic analysis. Estimates of benefits for each of the five long-term outcomes - state of good repair, economic competitiveness, quality of life, sustainability and safety - will be prepared as applicable. The team will determine that costs are accurate and comprehensive and will estimate economic benefits as delineated in federal guidance. The team will advise the Client on modifications to the project that will increase its eventual benefit/cost score. The project's location in or proximity to existing opportunity zones or areas of persistent poverty (as defined in the NOFO) will be documented. In addition, the project's impact on local transportation inequities will be described and explained.

Task 21 – Consistency with Local Plans and Technical Feasibility. The project team will describe the planning activity that led to the development of the project, its technical feasibility, and its consistency with the local community's and region's goals and larger planning initiatives. In particular, the NOFO language indicates that USDOT is seeking projects that support Climate Action Plans or apply environmental justice screening tools in the planning stage. Projects should include components that reduce emissions, promote energy efficiency, increase resiliency, and redevelop existing infrastructure. The Department seeks to fund projects that, to the extent possible, target at least 40% of resources and benefits towards low-income communities,

disadvantaged communities, communities underserved by affordable transportation, or overburdened communities.

Task 22 – Grant Application. The project team will draft the project narrative including description, project parties, grant fund sources and uses, and description of how the project's qualities align with the selection criteria. The draft will include a schedule, introductions, transitions and concluding statements in the project narrative. The team will create a map of the project and surrounding area. The team will complete a technical analysis that meets AECOM's quality standards, and develop text, maps, and graphics that convey the suitability of the project for the RAISE discretionary program.

Task 23 – Draft and Final Product. AECOM will submit the first draft of the RAISE Grant document to the Client for review and comment. The project team will revise the draft based on the Client's comments and issue a final draft. AECOM will submit the final product to Client with supporting databases and document in a format suitable for electronic submittal.

Project Administration and Meetings (Tasks 24-29). These tasks include project administration, two property owner meetings, utility coordination, attendance at two City Council Meetings, internal project coordination, and eight project management meetings with City staff and INRCOG.

Task 24 – Council Meetings (2)

Task 25 – Utility Coordination

Task 26 – Property Owner Meetings (2)

Task 27 – Project Management Team Meetings (8)

Task 28 – Project Team Coordination

Task 29 – Project Administration

Deliverables

- Draft RAISE Grant Document (proposed on a rolling basis)
- Final RAISE Grant Document
- Economic Assessment Technical Memorandum and Workbook
- Completed Form 424 (with support from public agency partner)

Exclusions

The following task are specifically excluded from this scope, but maybe added by supplemental agreement if needed:

- Preliminary and Final Design Services
- Design & Construction Survey
- Geotechnical Services
- Environmental Services
- NEPA Clearances
- Project Permits
- Construction-Related Services



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: October 7, 2024

ITEM TITLE: EMS Levy Discussion

DISCUSSION:

The Buchanan County Supervisors held a meeting on October 3rd, 2024, to discuss the EMS Levy. This item is for the Council to discuss that meeting and any other topics related to the upcoming EMS Levy vote.

RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: October 7, 2024

ITEM TITLE: Speed Camera Update / Discussion

DISCUSSION:

On Monday, Sept. 30th, 2024, at 4:01 PM, I received the attached letter from the DOT notifying us that all our speed camera locations have been denied. Staff would like to talk with the council about the implications of this, the safety concerns it generates, and the next steps.

We believe that the DOT has not followed the law correctly. The law states that cameras installed prior to January 1, 2024, "shall" be issued a permit for continued operation, yet they failed to do so.

Chief Niedert will be present to provide additional information and updates.

RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.

September 30, 2024

Matthew Schmitz
Independence, IA

Dear Mr. Schmitz:

This letter is to notify you that the city’s request for a permit to operate an automated or remote system for traffic law enforcement at the following locations has been **denied**:

Location	Type	Reason
700 Block 3rd Avenue SE (NB)	Fixed	Not necessary
800 Block 3rd Avenue SE (SB)	Fixed	Not necessary
1200 Block 1st Street W (WB)	Fixed	Not least restrictive means
1300 Block 1st Street W (EB)	Fixed	Not least restrictive means

In compliance with Iowa Code section 321P.10 as enacted by 2024 Iowa Acts, House File 2681, the city shall cease using all systems at these locations until the city obtains a permit to operate a system at these locations from the Iowa DOT.

The city may choose to reapply for a permit at a later date. However, since the city is not being issued a permit at this time, the earliest the Iowa DOT could issue a permit for any new locations or for previously denied locations is July 1, 2026.

If you have any questions or concerns about this, please feel free to contact me or Chris Poole (chris.poole@iowadot.us).

Sincerely,



Dave Lorenzen
Director, Systems Operations Division
david.lorenzen@iowadot.us



CITY COUNCIL WORK SESSION MEMORANDUM

TO: Mattherw R. Schmitz, MPA – City Manager

FROM: Matt Chesmore, Building Official

DATE OF MEETING: October 7, 2024

ITEM TITLE: Chapter 69 Yard Parking Ordinance – Building/Code Enforcement

BACKGROUND:

Over the last few months Code Enforcement has answered numerous concerns regarding the parking of vehicles on privately owned, residential zoned property. Specifically, where vehicles are parked on a side, front or rear yards, on unimproved areas, grass turf or bare soil. Furthermore, code enforcement has answered concerns of illegally parked recreational vehicles with the possibility that the recreational vehicle (RV) is permanently occupied or being used as a residence.

DISCUSSION:

Staff would like to discuss with the Council the adoption of a new ordinance the City Manager and I have been working on. The new ordinance would be a new section added to Section 69 of our existing parking ordinance. This ordinance address's vehicle parking on residentially zoned, private property, recreational vehicle occupancy as well as utilizing a RV as a residence.

RECOMMENDATIONS:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 69 “PARKING REGULATIONS” OF THE
CODE OF ORDINANCES OF THE CITY OF INDEPENDENCE, IOWA**

SECTION I. PURPOSE. The purpose of this ordinance is to ensure protection of residential communities from unsafe parking and creation of nuisance conditions at residential properties.

SECTION II. SECTION ADDED. Chapter 69 “Parking Regulations” of the City Code is hereby amended as follows to add an entirely new section:

CHAPTER 69

**69.31 OFF-STREET PARKING AND STORAGE OF VEHICLES IN RESIDENTIAL
AREAS AND ON RECREATIONAL TRAILS.**

1. Definitions. For use in this section, the following terms are defined:

- A. All-weather surface: shall mean an asphalt, Portland cement concrete, turf blocks, or brick pavers of sufficient thickness to adequately support motor vehicles and of adequate continuous surface area to cover the entire undercarriage of the vehicle.
- B. Front Yard Area: shall mean all that area between the front property line and a line drawn along the front face or faces of the primary structure on the property and extended to the side property lines.
- C. Hike/Bike Trail (recreational trails): shall mean any trail constructed and maintained by the City of Palo for walking, biking and other recreational purposes.
- D. Motor Vehicle and Vehicles: shall mean any motor vehicle as defined in Iowa Code, Chapter 321.1, or other vehicles, including the following:
 - i. All-terrain vehicles
 - ii. Fifth-wheel travel trailer
 - iii. Motorized bicycle
 - iv. Motorcycle
 - v. Motor home
 - vi. Tractors or farm machinery
 - vii. Travel trailer
 - viii. Trailer
 - ix. Watercraft (any type)
- E. Side Yard Corner Lots: shall mean the yard area adjacent to the street right-of-way on a corner lot extending from the front yard along the side of the structure to the rear property line.

F. Side Yard: shall mean the yard area adjacent to the residential structure, but not adjacent to the street right-of-way, extending from the front yard along the side of the structure to the rear property line.

G. Habitation: shall mean a place in which to live, sleep or dwell

2. Prohibited Parking.

No person shall cause, undertake, permit or allow the outside parking and storage of vehicles on property used for residential purposes and/or on residentially zoned property unless it complies with the following requirements:

Front yard or side yard, corner lots: Vehicles which are parked or stored outside in any front yard, or any side yard of corner lot areas must be on an all-weather surface driveway which shall not exceed forty percent (40%) of the front yard of any lot or the side yard of a corner lot. Driveways exceeding forty percent (40%) of the front yard of any lot or the side yard of a corner lot prior to the adoption of this section are exempt provided no additional surface area is added. This provision, however, shall not prevent the construction of hard surface paving to access the garage(s) for multiple attached dwellings, provided the design is approved by City building officials.

Exceptions: During emergency snow removal operations (when snow ordinance is in effect), vehicles may be parked in a manner whereas the entire vehicle may be parked in any portion of a residentially zoned property or any property used for residential purposes. Said vehicles must then be moved to normal parking (all-weather surface) within twenty-four (24) hours following the cancellation of the snow ordinance.

Side yards: Parking of all vehicles, including ~~licensed~~ **registered** and operable vehicles, must be parked in a permanent roofed structure or on an all-weather surface when parked in a side yard. Such all-weather surface in a side-yard must be connected to a driveway leading from an approved curb drop or entrance which also consists of an all-weather surface. The vehicle wheels and any component touching the ground must be located entirely on, and directly above the appropriate surface.

Rear yards: Parking for recreational vehicles, travel trailers, trailers, boats, snowmobiles, and other such recreational vehicles may occur on grass surfaces in rear yards.

Recreational vehicles:

- 1) Excluding in an existing developed recreational park, no person shall occupy, for the purpose of habitation, a lawfully parked recreational vehicle on a residentially zoned property.
- 2) Excluding in an existing developed recreational park, no more than one (1) recreational vehicle may be lawfully parked on a residentially zoned property for more than twenty-four (24) continual hours.

Exception:

- 1) With an approved parking permit, a person may occupy, for the purpose of habitation, a lawfully parked recreational vehicle on residentially zoned property but only when it is incidental to the use of the principal structure of the property under the following conditions,
 - i. For a period of no longer than 90 days beginning the day after issuance.
 - ii. Only if the vehicle is equipped to facilitate continuous occupancy for the purpose of habitation. Must have amendments for personal hygiene and the storage and disposal of sanitary sewage.
 - iii. While parked, the vehicle must have working smoke and carbon monoxide detectors installed.
 - iv. Flammable fluids and/or gases are not permitted within the inside or living space of any recreational vehicle.
 - v. The parking permit must be displayed in a conspicuous location on or in the vehicle, that would allow a city official to verify its expiration.
- 2) A parking permit may be issued by the City Manager for lawfully parking a second recreational vehicle on a residentially zoned property for more than 24 hours under the following conditions
 - i. A parking permit must be obtained prior to expiration of the first 24-hour period.
 - ii. While parked, the vehicle must have working smoke and carbon monoxide detectors installed.
 - iii. Flammable fluids and/or gases are not permitted within the inside or living space of any recreational vehicle.
 - iv. A parking permit may be valid for a period of seven (7) days beginning the day after issuance.
 - v. The parking permit must be displayed in a conspicuous location on or in the vehicle, that would allow a city official to verify its expiration.

Parking permits: Receiving a valid parking permit must be considered a privilege and thus, for cause, may be revoked at any time.

Recreational Trails: No person shall cause the parking of vehicles on any recreational trails.

- 3. Declaration of Nuisance. The outside parking and storage of motor vehicles and vehicles as defined above, on property used for residential purposes and/or residentially zoned property, in violation of the requirements set forth in this section, is declared to be a public nuisance because it (a) obstructs views on streets and private property, (b) creates cluttered and otherwise unsightly areas, (c) prevents full use of residential streets for residential parking, (d) decreases adjoining landowners' and occupants' enjoyment of their property and neighborhood, and (e) otherwise adversely affects property values and neighborhood patterns. Any violation of this section may be abated in the manner provided for in Chapter 50, Code of Ordinances or Chapter 657 of the Code of Iowa, or may be enforced under Chapter 4, Municipal Infractions, Code of Ordinances.

SECTION III. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

SECTION V. EFFECTIVE DATE. This ordinance shall be effective after its passage and publication as required by law.

PASSED AND APPROVED this _____ day of October, 2023.

Robert Hill, Mayor

ATTEST:

Susi Lampe, City Clerk

First Reading:

Second Reading:

Third Reading:

Final Approval Given:

I certify that the foregoing was published as Ordinance No. _____ on _____, 2023.

Susi Lampe, City Clerk

