



CITY COUNCIL WORK SESSION

Monday, June 03, 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

PRESENTATIONS

- [1.](#) Ambulance – EMS Levy Update

DEPARTMENT UPDATES

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

NEW BUSINESS

- [6.](#) MSA Lead Service Line Inventory
- [7.](#) Municipal Infractions Collections Contract
- [8.](#) Building Permit Fees – Working without a permit
- [9.](#) Chapter 52 – Grass Mowing Revisions
- [10.](#) Chapter 74 – Golf Cart Ordinance Potential Amendment
11. Council Topics
12. Mayor Topics
13. City Manager Topics

ADJOURNMENT

This agenda is subject to change.



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: June 3, 2024

ITEM TITLE: Ambulance – EMS Levy Update

DISCUSSION:

Buchanan County Supervisor John Kurtz and Buchanan County Sheriff's Deputy Daniel Walter will be present to provide an update to the Council on the EMS Levy process for Buchanan County.

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 DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager

FROM: Brett Soukup, Airport Manager

DATE OF MEETING: June 3, 2024

ITEM TITLE: Department Report – Airport

Fuel Sales Update

- 100LL –1,125 gal
- Jet A –1,286 gal.

Grounds:

- Mowing in between all the rain.
- Light bulb replacement on the airfield.

Equipment:

- We had to get new blades for the big Land Pride mower.

Miscellaneous:

- The DOT came out and did their every 3-year inspection everything went well. In the off years, the City is responsible for doing the inspection on its own and sending it to the state for review.
- The Police Department, Fire Department, and Building Department all got together and did T-hanger inspections. There were no major problems this year. There were a handful of different items in the main terminal building that the Fire Chief and I discussed and there was an email sent out to P&N with the issues that need to be addressed. Thank you to all of them for their help with the inspections.
- The City and P&N went to the Independence High School for the Career Fair. This is the second time that we have been invited to attend this event.
- Also attached is a flyer for the July 4th Fly-In event – please consider coming out to the Airport to support this event.

P&N Flight School is now an approved Flight School/Provider for: the Army and Air Force Cool programs. This allows active and enlisted soldiers and cadets to use their Credentialing funds for flight training.

This is a HUGE win for P&N and the airports we are located at. This will undoubtedly bring new traffic to the Independence Airport, and we are proud to offer this service to the soldiers/cadets who serve our country!

Note: We are one of the few, if not the only Flight School in Eastern Iowa that can provide flight training via Army and Air Force Cool. Without this program, soldiers are limited to Part 141 schools and the GI Bill, which have much higher costs and longer timelines associated and is not feasible for many of them. (Army and Air Force Cool includes not only the Army and Air Force but also the National Guard, Air Guard, and their Reservists) We already have three students at P&N who will qualify for this funding who were previously paying out of pocket. Once we advertise we expect an influx of enrollment. We will be able to offer all the same services to these soldiers/cadets that we offer to civilians. That covers all ratings from Private Pilot to Airline Transport Pilot

in airplane, and Private Pilot to Commercial in Rotorcraft. Plus, everything in between like Complex and Multi-Engine addons.

Army Cool:

If you are Active Duty Army, Army Reserve, or National Guard personnel, you may be eligible for up to \$4,000/yr. of financial assistance from the Army Credentialing Opportunities On-Line (COOL) service, this program is designed to provide assistance in earning certifications and licenses to help augment your skills in the Army, prepare for advancement opportunities, as well as help transition into civilian careers.

Air Force Cool:

The (AFCOOL) program is available to all enlisted members of the Regular Air Force, United States Space Force, Air Force Reserve, and Air National Guard. AFCOOL provides a lifetime allowance of up to \$4,500 to obtain certifications, which includes flight training.

Previously it was communicated that certain Veterans or retired soldiers could also use COOL, but I have since learned that information was from an outdated source and is not the case currently. Veterans and retirees must still use the GI Bill, which cannot be used at Part 61 flight schools like P&N. The updated onboarding materials I received now state only Active duty or Enlisted Soldiers/cadets are eligible. If anything changes with the GI bill or they expand who is eligible in the future, we will be the first to know as a COOL provider. We know that there are many grumblings about the current GI Bill school types they can use, and some are pushing to expand offerings to more school types, especially for flight training. If that does happen in the future, we will already be an established provider. This was a year-long process, and likely why we are one of few able to offer flight training benefits to soldiers/cadets. We knew this was an important effort to undertake to serve our community and to serve those who serve our country!

Exciting times,
P&N Flight School.

Please Join Us For Our

July 4th

Fly/ Drive In

- ★ **Info on flight lessons, charters, and aircraft rentals**
- ★ **Food available for purchase \$5 /person. PIC eat for free!**



- ★ **Airplane Rides
\$35 /person**
- ★ **Helicopter Rides
\$100 /person**

10am - 1 pm

INDEPENDENCE MUNICIPAL AIRPORT

1684 230TH ST. INDEPENDENCE, IA 50644



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Mattherw R. Schmitz, MPA – City Manager

FROM: Matt Chesmore, Building Official

DATE OF MEETING: June 3, 2024

ITEM TITLE: Department Report – Building/Code Enforcement

Building Department:

In April and May, 66 Permits were issued.

Residential: 4-Building, 1-Deck, 2-Driveway, 10-Fence, 1-Garage, 2-HVAC, 3-New Construction, 21-plumbing permits, 2-Remodel, 1-BOA (denied), 9-Roofing, 2-Street excavation, 3-Window replacement

Commercial: 4-Remodel, 1-Roofing, 4-Beer/Liquor (renewal)

Note:

- 1) One commercial remodel permit is probably a duplicate of a permit that had previously been issued (114-116 1st St E). This is due to the need to create an ongoing record to document plans and inspections in Civic Gov as construction plans are changing and construction has not begun.

Construction of two new single-family residential homes has begun, located on 6th Avenue SE, near the swimming pool.

Construction of two new multi-family homes is continuing in the “At The Pines” addition on Hummingbird Court.

Code Enforcement:

44 Letters of Violation were sent in April (11) and May (33).

33 Violations have been resolved to date.

The most prevalent violation is overgrown grass and weeds. This is expected to be ongoing and will 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 send through regular mail an additional Notice of Violation with 7 days to have the violation resolved.

Ordinance 52, Section 52.08 allows The City to abate the violation. If the violation has not been resolved by the “resolve by” date listed on the Notice of Violation I notify the Parks and Recreation Dept. that the property is in violation and request they mow the property as soon as possible.

Resolution 2012-119 sets a fee to mow the property. Following ordinance 52.09, we are to invoice the property owner \$200.00 for the first mowing and increase it by \$100.00 for every mowing thereafter. If the property owner fails to pay the invoice within 30 days, the Clerk shall certify the costs to the County Treasurer and such costs shall then be collected with, and in the same manner as general property taxes.

An item is on the agenda for this meeting to discuss updating resolution 2012-119 to set new fees as those are quite old. Additionally, the fee structure needs to be updated to allow the City to procure mowing service(s) and charge the actual cost, plus an administrative fee. Hiring a contractor may reduce The City's liability as through the procurement process, we would require the mowing contractor(s) to carry a minimum property damage liability policy and not overwhelm or put the Parks and Recreation Department in harm's way.

812 10th Street NE – Derelict property

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

Efforts are now in motion to survey the property to determine if it has any asbestos-containing materials on-site and if so, request proposals to abate those hazards. Once these tasks are complete the City Manager and Building Official will decide if the property would be more feasibly demolished by hired contractor or by utilizing existing City resources. We currently believe that having the Streets Dept. demolish the structure, while keeping track of time and materials, will be the cheapest option, but we want to look at all options before making a final decision.

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 obtain 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, the loss is typically recovered over time through a new home valuation and taxation. 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 one 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 May 7, 2024, where the reduction of setback requirements for zoning districts C1, M1, and M2 were discussed. Staff recommended that the rear setback be reduced to a zero-foot setback with the exception that if a C1, M1, or M2-zoned parcel was abutting an R-zoned parcel, the parcel setback should be fifteen (15) feet. After careful consideration, the board moved to recommend to the Council approval of the revision to the bulk requirements. At the regular City Council meeting on May 28th, 2024, a public hearing was set for June 10th, 2024, at 5:00 pm to hear any public comments.

Board of Adjustments:

The board of adjustments met on May 7th, 2024, to discuss a request for a zoning setback variance.

As was outlined by the City Attorney Doug Herman, for a variance to be granted the landowner must satisfy all three parts of the "Golden Rule Test" for variances:

1. The land in question cannot yield a reasonable return if used only for the purpose allowed in that zone.
2. The plight of the landowner is due to unique circumstances and not to general conditions in the neighborhood.
3. The use to be authorized by variance will not alter the essential character of the locality.

After discussion and careful consideration, the Board of Adjustments denied the variance request. The City Attorney made it fairly clear that in almost all instances, variances should be denied as it is very difficult to meet "Golden Rule Test".





Flood Plain Administration:

No discussion

Training:

Iowa League of Cities hosted its annual conference on May 23, 2024, in Indianola Iowa this year. The conference focus was Nuisance Abatement. I attended 4 sessions regarding the legal requirements of the municipal infraction process as well as notice requirements. We found through a poll of the cities that one city was charging \$250 an hour to mow a long grass violation. This person said they, unfortunately, felt as if they were in the mowing business and the cost was not deterring the violations, so they were looking for alternative solutions. Many other communities were at the \$200.00 per mow cost while others were significantly lower.

2024 Nuisance Abatement Conference
Simpson College, Indianola
May 23, 2024

10-10:45 am 	Opening General Session The conference begins with a facilitated discussion on how to strategically plan for your city's nuisance abatement efforts and identify ways to be proactive in community development. <i>Speaker: Mickey Shields, Iowa League of Cities</i> Principal Black Box		
11 am-Noon (concurrent workshops) 	Advanced Enforcement Tools in Municipal Nuisance Abatement <i>Speakers: Patrick O'Connell, Doug Herman, Steve Leiding, and Daniel Morgan, Lynch Dallas</i> Principal Black Box	Essential Environmental Due Diligence for Nuisance Properties <i>Speaker: Jon Reis, Impact7G</i> Hubbell South	Setting Your City Up for Success with Strong Codes and Procedures <i>Speaker: Maria Brownell, Ahlers & Cooney</i> Carse Classroom
Noon-1 pm	Lunch Principal Black Box		
1-2 pm (concurrent workshops) 	Tips for Dealing with Problem Properties <i>Speakers: Patrick O'Connell, Doug Herman, Steve Leiding, and Daniel Morgan, Lynch Dallas</i> Principal Black Box	Financing Considerations for Nuisance Abatement and Redevelopment Projects <i>Speaker: John Danos, Dorsey & Whitney</i> Hubbell South	Old Buildings, Structural Engineers, and What to Do Next <i>Speaker: Sam Brockshus and Derek Johnson, ISG</i> Carse Classroom
2:15-3 pm 	Closing General Session Building an Effective Code Enforcement Process in Indianola <i>Speaker: Charlie Dissell, Indianola</i> Principal Black Box		

*The conference has been approved for 3.5 hours of IMFOA training credit (flex hours) and 3.5 hours of continuing legal education (CLE).



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager

FROM: Brad Esch, Street Superintendent

DATE OF MEETING: June 3, 2024

ITEM TITLE: Department Report – Streets

- Final project walkthrough on the 2nd Street bridge and 8th Ave SW pedestrian bridge rehab with Jasper Construction and Crawford Engineering.
- Removal of the bridge at Knott's Landing by Pillard's Metal Recycling and received \$547.50 in scrap price.
- Annual DNR report at compost facility. Received a good review with a few minor adjustments we need to make moving forward.
- Northeast Iowa Animal Control continues to trap and catch rats at the Tree Dump. It appears he is getting a good handle on the situation.
- Work has started on the 2024 St. Rehabilitation Program.
- We continue to stay up to date with the crack grinding and tar seal on the previous rehab overlays and other streets are still in good condition.
- Prairie Rd. Builders has completed this year's seal coat streets - approximately 12 blocks.
- Culvert pipe repair. on 20th Ave./Iowa Ave.
- Working on water main break patches since last winter curb patching and intake repairs.
- Poured sidewalk around the playground at the park, hauled fill, top dressed with dirt. After the crew does the final padding application, we will assist with the final grade and seeding.
- Street sweeper made a round throughout the entire town and we'll continue to be out on occasions as needed.
- Removed several beaver dams at the creek along the Nature Trail causing water backup and potential flooding.
- Road bladed all the city alleys and added road rock in areas that needed it.
- Vehicles and small engine oil changes and maintenance.



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager

FROM: Travis Foley

DATE OF MEETING: June 3, 2024

ITEM TITLE: Department Report – Utilities

Water –

- Utility Services is working on the renovations of the Northeast Shop Water Tower. They are renovating the interior and exterior of this tower. This will be the last of the major renovations on the three towers in town that were started four years ago.
- Spring hydrant flushing has been completed.

Sewer Collection –

- Visu-Sewer was in town to prep the mains that are on this year's list for slip-lining. They will be back this month to install the lining. To answer any questions or concerns, I have attached some information about the slip-lining process.

Wastewater –

- Working on spring maintenance.
- Continue to meet with Strand Associates as they progress on the design of the new treatment plant.

What's that odor?

The sewer pipe is being replaced with Cured-In-Place Pipe (CIPP)

What is CIPP?

CIPP is a method used to replace damaged or deteriorated sewer pipe without digging up the existing pipe or disrupting roads, driveways, sidewalks, or landscaping. Since 1971, CIPP has been used to safely reduce construction time, cost and disruptions in sewer service, while minimizing the impact on homes, businesses, traffic, and the environment.

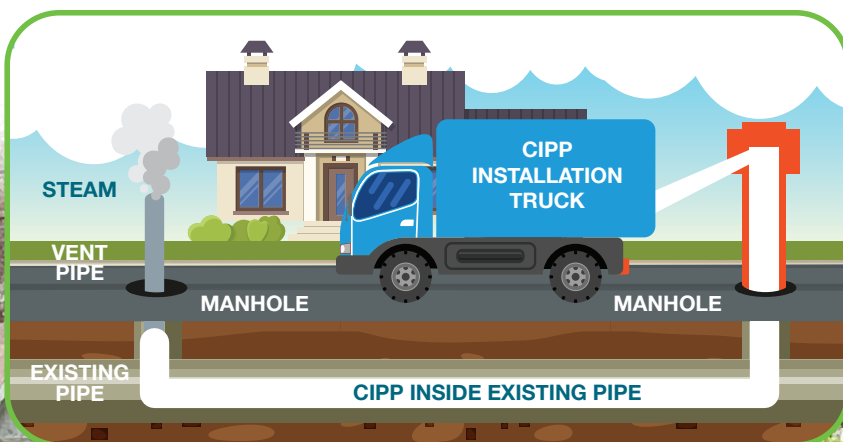
CIPP Installation Process

The process involves installing a resin-saturated felt tube into an existing sewer pipe. Once in place, the tube is inflated to fit tightly inside the original pipe and cured or hardened to create a new plastic pipe within the old pipe. During the process, a steam cloud coming from a 6-foot (minimum) vent stack at a manhole may be visible in the air and will dissipate quickly when the process is complete.

What is that odor and why can I smell it inside my house?

On occasion, there may be a “glue like” odor during the curing process that arises from the styrene component in the resin used in CIPP. Once the CIPP is fully cured or hardened, the odor will be eliminated.

If you detect an odor in your home, it is likely entering through the pipe that connects your home to the public sewer main. A “U” shaped pipe called a P-trap is located at all drains/plumbing fixtures and is designed to keep sewer gas and other vapors out of your home or building. Floor drains/plumbing fixtures may dry out at the P-trap and allow sewer vapors to enter your home or building.

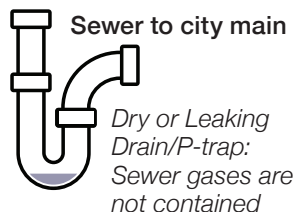


See reverse to learn more about styrene odors

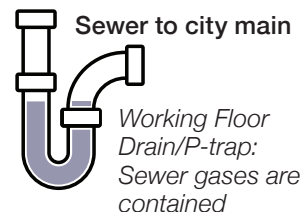
What can I do to prevent or eliminate the odor?

Pour ½ gallon of water in all plumbing fixtures and drains to fill your P-traps prior to the start of the project. If you smell the odor in your home, ventilate the area by opening windows and doors. Adding more water to the P-traps and using a fan may help eliminate the smell faster. If the odor persists after ventilating, contact the project superintendent.

Floor Drain



Floor Drain

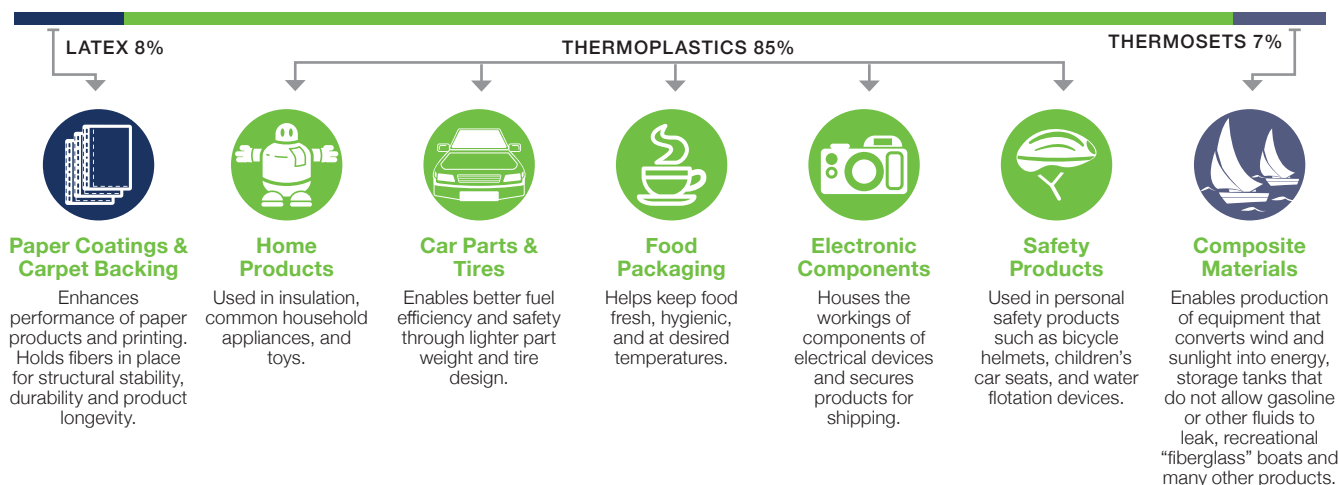


What is Styrene?

Styrene is a clear, colorless liquid that is synthesized for commercial use from petroleum and natural gas by-products. Styrene also occurs naturally in the environment and is an inherent component in small concentrations of many commonly consumed foods and beverages, such as coffee, strawberries, and cinnamon.

Styrene is frequently used for thermoplastics, and also latex and thermosets

Source: Styrene Information and Research Center



Why is the odor so strong?

Styrene has a very intense, distinctive odor and is detectable by the human nose at very low concentrations (0.1 parts per million). The presence of a styrene odor does not necessarily indicate a dangerous level.

Question: Is the odor harmful to my family and me?

For the general population in normal circumstances, measured environmental styrene concentrations from CIPP in the air are at levels too low to cause health effects. However, short-term exposure may cause eye irritation, headache, and discomfort. The EPA guideline for such an airborne concentration would list this as an Acute Exposure Guideline Level -1. EPA defines this as the airborne concentration of a substance above which it is predicted that the general population, including susceptible individuals, could experience notable discomfort, irritation, or certain asymptomatic, non-sensory effects. In most cases, however, the effects are reversible upon leaving the area of exposure.

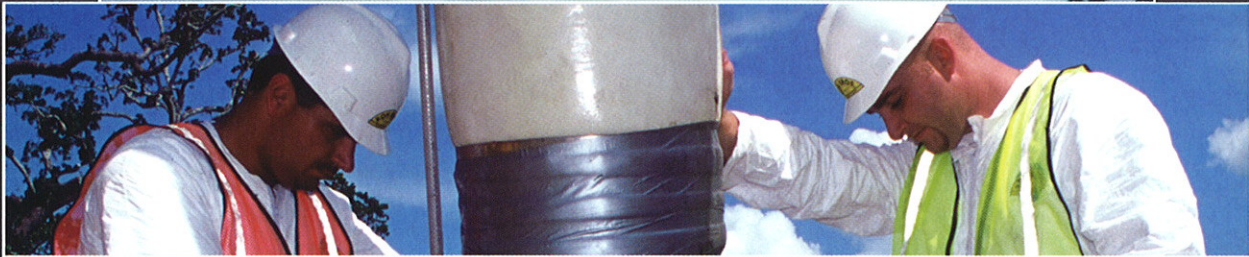
To learn more about:

- **CIPP** visit NASSCO.org
- **Styrene** visit styrene.org, nassco.org, youknowstyrene.org, epa.gov





National
Liner®



**Cured-In-Place Pipeline Rehabilitation
& Unmatched Product Performance.**

Cured-In-Place Pipeline Repair:

A Time-Tested, Proven Pipeline Rehabilitation System

For more than 30 years, Cured-In-Place Pipe (CIPP) has proven to be one of the most cost-effective methods of repair to damaged and corroded pipelines. Thousands of installations and millions of feet of later, CIPP remains the leader and the preferred method of trenchless repair of municipal and industrial sewer lines. Its strength, life expectancy, chemical resistance and non-disruptive installation have revolutionized the pipe rehabilitation industry.

The Product: National Liner®

National Liner consists of two primary components. The first is a precisely fabricated, non-woven and needled polyester felt liner. The second, a thermosetting resin, thoroughly saturates the liner during the manufacturing process.

National Liner is not limited in diameter or wall thickness and can be specifically manufactured for pipelines ranging from 6" to 84" in diameter. It also has a 50-year design life and economically restores damaged pipelines to their original specified operating efficiencies.



The Benefits:

A Long Term, Trouble-Free Pipeline Rehabilitation Solution

In addition to strengthening the host pipe and halting the infiltration of ground water, the physical properties of National Liner resist corrosion and abrasion caused by effluents. Upon project completion, National Liner's smooth inner surface actually increases the flow capacity of the pipe and helps reduce turbulence. Here are a few more reasons why you should specify National Liner:



Performance and Testing:

- Meets or exceeds installation standards per ASTM F-1216
- Flexural Modulus of Elasticity exceeds 250,000 psi per ASTM D-790
- Flexural strength exceeds 4,500 psi per ASTM D-790
- Tensile Strength exceeds 3,000 psi per ASTM D-638
- Meets or exceeds Resin Corrosion Testing per ASTM C-581
- Meets or exceeds 50-year design life criteria per ASTM D-2990
- L.A. Greenbook qualified
- All material components produced in ISO 9002 certified facilities

Product Features:

- Can repair damaged pipelines made from any material
- Negotiates bends and transitions in both size and shape
- Spans missing sections, cracks and offset joints
- Jointless construction eliminates root intrusion and groundwater infiltration
- Fits tight, allowing for a mechanical lock into existing pipe
- Strengthens pipes weakened by cracks and corrosion

Engineered Pipeline Rehabilitation System:

The science of Cured-In-Place Pipe has been long studied and well documented. National Liner is a proprietary system of trenchless pipeline reconstruction and is manufactured and installed to meet individual project specifications.

Critical to any National Liner installation is the use of accurate design data. National Liner offers free *Engineering Design Software* on its website (www.nationalliner.com). This online program allows you to input your design criteria to determine the CIPP liner design thickness specifications for your project.

Experienced & Qualified Contractors:

Another key ingredient to a successful installation is the contractor. Since it is a proprietary product, National Liner can only be installed by licensed, trained and experienced utility contractors. Each contractor in the National Liner network has been carefully selected to ensure each project is completed on time, on budget and mistake free.



The Process: Fast, Simple & Non-disruptive Installation

1. After the host pipe has been cleaned, the resin impregnated softliner is readied for insertion into the pipeline from an upstream manhole.
2. The liner is inverted or winched into place, then expanded using a hydrostatic head of water, air or steam pressure to press it firmly against the interior of the host pipe. During this process, excess resin is forced into cracks, joints and irregularities of the host pipe resulting in a permanent bond between new and old pipe.
3. Heat is then introduced throughout the liner to cure (polymerize) the resin. Once cured, a new structural pipe is formed within the damaged host pipe.
4. After the cure is complete, lateral lines are re-opened using a remote controlled cutting tool. The pipeline is then video inspected to insure it meets owner specifications.

VISU-SEWER, INC.



For over 30 years, Visu-Sewer has responded with the most advanced technologies to the challenges presented by America's aging and decaying collection systems. As a result, we can provide a wide array of sophisticated diagnostic tools to investigate and assess the exact condition of your system. We also have the expertise and experience to recommend the most cost-effective solution for treatment. Once the diagnosis is complete, proper treatment can begin. Visu-Sewer offers the most complete range of modern technologies available in America today for the rehabilitation or replacement of collection systems. We also provide a complete, professional contract maintenance program to ensure your collection system operates at peak efficiency.

Diagnosis:

Video Inspection

- Color Cameras
- Pan and Tilt, Radial-View and Mini Cameras
- Skid, Float Transporters and Walkthrough
- Lateral Evaluation Televising Systems (LETS)

Additional Services:

- Smoke Testing
- Dye-Water Flooding
- Sump Pump Inspections
- Manhole Inspections

Trenchless Rehabilitation:

Manholes

- Manhole Sealing
- Manhole Lining - Raven® (Epoxies) and Strong Seal™ (Cementitious)

Pipelines:

- NATIONAL LINER® (Cured-in-Place)
- U-Liner® (Fold and Form)
- Pipebursting
- Sliplining
- Short Line Repair (Cured-in-Place)
- Mainline Test-and-Seal Grouting
- Lateral Grouting

Maintenance:

Pipelines

- Preventative & Contact Maintenance Programs
- Protruding Tap Removal
- Root Cutting
- Mineral Deposit Removal
- Jet/Vac Service

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Branch Office: 7905 Beech St. NE • S Fridley, MN 55432-1762 • (763) 252-0004 • Fax: (763) 252-0008

Website: www.visu-sewer.com

Vipel® L721-LTA Series Polyester Resin

Product Information

Vipel Isophthalic Based Resin for Underground Sewer Pipe Liners

TYPICAL FILLED LIQUID RESIN PROPERTIES* (1) see back page

	Nominal
Viscosity @ 77°F/25°C, RVF Brookfield Spindle #4 @ 20 RPM, cps.	6,200
Thix Index 2/20	2.7+
Color	Opaque
Specific Gravity @ 77°F/25°C	1.255
Styrene, %	32
Gel Time @ 140°F with (1.0% Di-(4-tert-butyl-cyclohexyl) peroxydicarbonate and 0.5% Trigonox® KSM), minutes	14
Pot Life @ 77°F/25°C (1% Di-(4-tert-butyl-cyclohexyl) peroxydicarbonate and + 0.5% Trigonox® KSM), hours	40

Trigonox is a trademark of Akzo Nobel Chemicals

TYPICAL FILLED CAST MECHANICAL PROPERTIES* (2) See back page

		Test Method
Tensile Strength, psi/MPa	7,220/50	ASTM D 638
Tensile Modulus, psi/GPa	690,000/4.8	ASTM D 638
Tensile Elongation, %	1.8	ASTM D 638
Flexural Strength, psi/MPa	12,300/85	ASTM D 790
Flexural Modulus, psi/GPa	700,000/4.8	ASTM D 790
Heat Distortion Temperature, °F/°C @ 264 psi	237/114	ASTM D 648
Barcol Hardness	42	ASTM D 2583

*Typical properties are not to be construed as specifications.



DESCRIPTION

The Vipel L721-LTA Series is a high molecular weight isophthalic/unsaturated polyester resin. The Vipel L721-LTA Series provides the corrosion resistance, durability and toughness that is required for cured in place pipe applications.

BENEFITS

- Excellent catalyzed pot life
- Superior mechanical properties
- High molecular weight

Vipel® L721-LTA Series Polyester Resin

Item #5.

PERFORMANCE GUIDELINES

A. Keep full strength catalyst levels between 1.0% - 3.0% of the total resin weight.

B. Maintaining shop temperatures between 65°F/18°C and 90°F/32°C and humidity between 40% and 90% will help the fabricator make a high quality part. Consistent shop conditions contribute to consistent gel times.

STORAGE STABILITY

Resins are stable for three months from date of production when stored in the original containers away from sunlight at no more than 77°F/25°C. After extended storage, some drift may occur in gel time.

During the hot summer months, no more than two months stability at 86°F/30°C should be anticipated.

SAFETY

See appropriate Material Safety Data Sheet for guidelines.

ISO 9001:2008 CERTIFIED

The Quality Management Systems at every AOC manufacturing facility have been certified as meeting ISO 9001:2008 standards. This certification recognizes that each AOC facility has an internationally accepted model in place for managing and assuring quality. We follow the practices set forth in this model to add value to the resins we make for our customers.

FOOTNOTES

(1)

The pot life times shown are typical but may be affected by catalyst, promoter and inhibitor concentrations in resin, and environmental temperature. Variations in gelling characteristics can be expected between different lots of catalysts and at extremely high humidities. Pigment and fillers can retard or accelerate gelation. It is recommended that the fabricator check the gelling characteristics of a small quantity of resin under actual operating conditions prior to use.

(2)

Based on tests on Vipel L721-LTA Series pipe at 77°F/25° and 50% relative humidity. Castings were prepared using 1.0% Perkadox 16 and 0.5 Trigonox C.



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Toll Free: +1 (866) 319-8827
www.aac-resins.com

Global Contacts

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Europe
europe@aac-resins.com

The information contained in this data sheet is based on laboratory data and field experience. We believe this information to be reliable, but do not guarantee its applicability to the user's process or assume any liability for occurrences arising out of its use. The user, by accepting the products described herein, agrees to be responsible for thoroughly testing each such product before committing to production.

Our recommendations should not be taken as inducements to infringe any patent or violate any law, safety code or insurance regulation.

Felt Liner Material Data



Cure-Line Pipe Inversion Tube

Description

A multiple layer felt liner with impermeable coating conforming to ASTM-1216



Application

Installation Method: Inversion

Impregnation Method: Vacuum impregnation and pressure rollers

Curing Methods

Resin Type	Coating	Warm Water < 50°	Hot Water < 90°	Steam < 110°
Polyester	Polyurethane	Yes	Yes	Yes
	PVC	Yes	N/A	N/A
Vinyl Ester	Polyurethane	N/A	Yes	Yes
	PVC	N/A	N/A	N/A
Epoxy	Polyurethane	Yes	Yes	Yes
	PVC	Yes	N/R	N/R

N/A = Not Applicable • N/R = Not Recommended

Diameter

Generally (6" to 80")

Thickness Range

1.5 mm to 100 mm

Available Manufactured Lengths

Any length made to order

This Product Information sheet gives general information. Exact coating type and thickness will depend on the types of resin being used. Please contact our Technical Team for specific advice.

National Liner, L.L.C.

June 3, 2013

Visu- Sewer, Inc.
W230 N4855 Betker Road
Pewaukee, WI 53072

Attn: Mr. Keith Alexander, President

Dear Keith:

This is to inform whoever may be concerned that Visu-Sewer, Inc. is a Licensee of the National Liner® product as manufactured by National Liner, L.L.C. As such, Visu-Sewer, Inc. is entitled to exclusive rights, including the right and license to use the proprietary information, the right and license under said Trade Mark Rights to market and install National Liner.

Regards,



Scott A Roth
Director
National Liner, L.L.C.

National Liner, L.L.C.

January 1, 2016

Re: National Liner® Certification of Compliance for CIPP Lining Services

To Whom It May Concern:

In support of the qualification specified in the contract documents to certify compliance with the requirements for the installation of Cured-In-Place Pipe (CIPP); this is to advise the reader that the National Liner CIPP product is designed and installed such that the product fully exceeds all the requirements of ASTM D-5813 and F-1216. Per the attached, flexural creep testing was performed in accordance with ASTM D-2990. Extrapolation of the data permits designs for up to an expected design life of 50 years. Based on this data, our engineering team has verified that one could anticipate the design values up to as much as a 75 year design service life.

National Liner L.L.C., licensor of the National Liner CIPP process, is one of the major installers of CIPP in the U.S. and Canada, through its approved network of licensees. The National Liner process has been used to install over 25,000,000 feet since we began operations in 1994. Our projects have ranged from six-inch (6) diameter linings to eighty-four inch (84) diameter linings including reinstating thousands of laterals. Visu-Sewer, Inc. is an authorized licensed installer, having fulfilled all necessary training requirements to be proficient in the installation of National Liner CIPP product.

AOC, Interplastic and Reichhold resins used with Applied Felts Inc. polyester felt liners are the components for manufacturing National Liner CIPP. The resin is specifically formulated for use in rehabilitation of sewer lines and has excellent corrosion resistance. The resin has been tested according to ASTM test procedures outlined in ASTM F-1216 and D-5813.

The quality control programs in place at every AOC resin manufacturing facility have been certified as meeting ISO 9002 standards. In addition, Applied Felts lining materials fully meet the requirements of Section 5.1 of ASTM F-1216. Applied Felts operate quality systems complying with ISO 9002 and all materials are tested to ensure suitability to CIPP applications. Each liner is typically tested in 28 different ways allowing for traceable test data for any particular liner.

In summary, National Liner L.L.C. looks forward to supplying a commercially acceptable CIPP rehabilitation technology we are very proud of.

Regards,

Scott A. Roth
Director



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: June 3, 2024

ITEM TITLE: MSA Lead Service Line Inventory

DISCUSSION:

Staff met with a company to look at a solution for performing the Lead Service Line Inventory for water service lines within the City as required by the EPA and Iowa DNR. After that initial meeting, we wondered if we could utilize our existing vendor – MSA – to perform the same tasks within the GIS system that the City already has in place. After discussing with the team at MSA and reviewing a proposal that was half the cost of the proposal from the other company, Staff has decided to move forward with the contract from MSA (attached for review). Funds for this are within the Water Department's budget, but Staff wanted to share with the Council the plan to address this item.

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.



5/20/24

Matthew Schmitz, City Manager
City of Independence, Iowa
331 1st St E
Independence, Iowa 50644

Re: Independence Iowa LSLI GIS Support

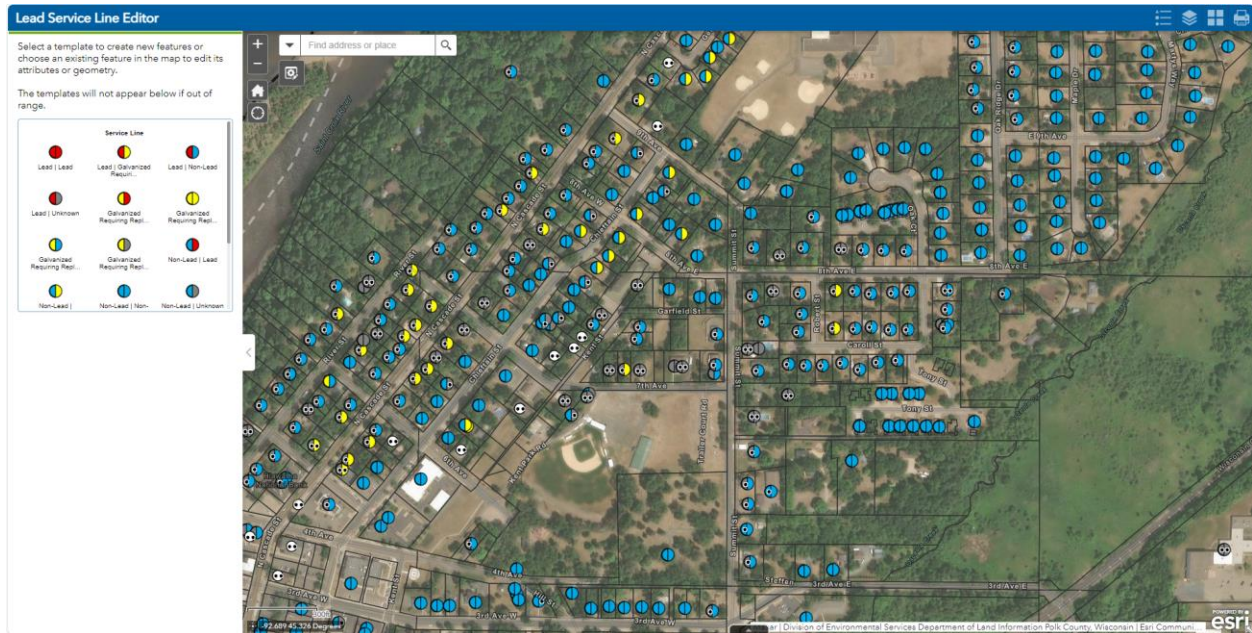
Dear Mr. Schmitz,

MSA has provided water service line inventory support for the revised Lead & Copper Rule across 4 states and over 50 communities. The GIS team supports in a variety of ways to streamline data collection, public engagement, QA/QC, and reporting utilizing GIS applications and tools. MSA has created GIS databases which replicate the Iowa Department of Natural Resources (IADNR) service line inventory excel spreadsheet, allowing for the full utilization of cloud GIS tools while retaining simple reporting back to the required spreadsheet deliverable.

To support Independence with their LSLI, MSA proposes the following tasks:

1. Use the existing service line inventory and water meter replacement data from HydroCorp to populate the initial service line inventory with available data.
 - a. Inspection data from HC – 3,056 in-home inspections with 2,748 identified service line materials. Total inspections do not appear to represent all service lines within the city.
 - b. Photos from the inspections are not supported in bulk download and cannot be added to GIS data.
 - c. Meter information was extracted from HyrdoSoft and Meter Number, Account ID, Service Phone, etc will be attached to data for increasing long term value of dataset to city.
2. Load this data into the Service Line Inventory GIS database, compliant with IA DNR. Publish this data into the existing Independence IA GIS account.
3. Create a set of GIS applications to support city staff to complete the inventory, enabling them to manage the dataset collaboratively from field and office. Applications include:
 - a. **Water Service Line Inventory Editor App** – view and manage all service lines with editing enabled from field or office to support in-home inspections or document review
 - b. **LSLI Report Dashboard** – A simple dashboard app which tracks progress, materials, verification status, and a tabular export tool to assist with loading into the IA DNR template.
 - c. **Public LSLI Viewer App** – a public application to be shared via the existing public Hub which displays the material status for each address. Sensitive data will be removed, and this data updates in real time as data internally is updated. This application fulfills the public notification requirement of the LSLI – public notification of completed inventory within 30 days of completion and/or customer notification of lead service line discovery within 30 days of inspection.
 - d. **Public Resident Material Assessment Survey** – provide a publicly accessible digital survey accessed via mobile devices or desktop computers for residents to self-identify their own service line material. [View example here](#). MSA will provide a survey link and QR code as a deliverable. City is responsible for all communication and advertisement of the survey. Survey data is streamed live into the Editor app for City review and monitoring.
 - e. **Technical Support** – MSA will support Independence staff with complying with requirements, training on the GIS applications, additional data management, and other on-call tasks per request.

Matthew Schmitz, City Manager
City of Independence, Iowa
May 20, 2024



Estimated Costs

ITEM	REQUIRED?	EST. COST
Data Import and Management	Required	\$1,650
LSLI Editor App, LSLI Dashboard, Public LSLI Viewer	Required	\$2,650
Public Resident Survey	Elective	\$1,800
Technical Support and Training	Recommended	\$750 minimum recommended for training
Total		\$6,850

Sincerely,
MSA Professional Services, Inc.

Jeff Powell,
Team Leader GIS
jpowell@msa-ps.com | +1 (612) 548-3123



CITY COUNCIL WORK SESSION MEMORANDUM

TO: Matthew R. Schmitz, MPA – City Manager

FROM: David Niedert – Police Chief

DATE OF MEETING: June 3, 2024

ITEM TITLE: Municipal Infractions Collections Contract

DISCUSSION:

Staff has met with Sensys Gatso representatives regarding unpaid Municipal Infractions resulting from the traffic cameras in town. As we discussed options to obtain payment, we concluded that it would be best to hire a collection agency to attempt to collect these amounts. We then met with ARC Management Group, which is a full-service collection agency headquartered in Kennesaw, GA.

Attached to this item are the proposed contract, sample Validation Notice, sample Subsequent Notice, and Sample Validation Notice for review.

The contract states that funds received would be subject to a fee of 25%, meaning the City would receive 75% of any collected funds minus any attorney's fees or court costs advanced by ARC.

Additionally, to maintain compliance with the new state law regarding these systems, we may need to make ordinance changes. When we do, it may require a tight timeline and we may request waiving further readings to meet those required timelines.

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.

COLLECTION SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into by and between, the City of Independence, IA ("Client"), and ARC Management Group, LLC ("ARC"), as of the 7th day of June 2024. In consideration of the mutual promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **COLLECTION SERVICES.** ARC shall have full authority to perform all acts necessary to effect the collection of accounts placed by the Client (the "Accounts") for collection services (the "Collection Services"), and is authorized as follows: (a) to receive payments made on the Accounts and to endorse Client's name on any checks, drafts, money orders or other negotiable instruments that may be received in payment on the Accounts; and (b) to commence a lawsuit on behalf of Client and to use all other necessary legal proceedings for the recovery of the Accounts, subject to approval of any such lawsuit by Client and payment by Client of all required court costs and attorney's fees. ARC does not have permission to place information regarding the Accounts with one or more credit bureaus. ARC agrees to perform the Collection Services in accordance with the terms and conditions of this Agreement and applicable federal, state and local laws, rules and regulations.

2. **CLIENT RESPONSIBILITIES AND OBLIGATIONS.** Client agrees to provide ARC with all information reasonably necessary for ARC to perform the Collection Services, including, without limitation, invoicing, contracts, and any communication pertaining to the Accounts. Client represents and warrants that (a) it has not received notification that any of the Account debtors is in bankruptcy and will immediately notify ARC if it receives notification of a bankruptcy filing by any of the Account debtors; and (b) the obligation underlying each Account was incurred in connection with a commercial transaction.

3. **FEES.** ARC will be entitled to receive a fee for their Collection Services (the "Contingency Fee") of 25% of amounts collected. If client wishes ARC Management Group to pursue legal action, then client must pay all upfront fees related to the filing of the case. The contingency fee for primary placements moved to legal action is 35%. The Contingency Fee with respect to payment on any Account is earned whether such payment is made directly to Client or ARC. Client will report to ARC all payments on the Accounts made directly to Client within seven (7) days of receipt. ARC will deduct from all payments made directly to ARC the Contingency Fee and any attorney's fees and court costs advanced by ARC, and forward to Client the remaining balance of such payments, with detailed written reporting, in the month following receipt of such payments. Any undisputed Contingency Fee not paid within thirty (30) days from the date it is due will be delinquent and will bear interest at the lesser of one and one-half percent (1½%) per month or the maximum Contingency rate allowed by applicable law. All taxes and other levies in the nature of sales, use or excise taxes resulting from the Collection Services will be the sole responsibility of Client.

4. **RETURN OF ACCOUNTS.** The Accounts will be placed with ARC for a minimum of one hundred eighty (180) days. ARC will return to Client, upon Client's request, (a) any Account placed in error when ARC is so notified by Client; and (b) Accounts that are paid in full.

5. **INITIAL TERM, RENEWALS AND TERMINATION.** The initial term of this Agreement will be one (1) year commencing as of the date set forth above. This Agreement will be self-renewing for an additional one (1)-year term unless either party delivers to the other written notice of termination at least thirty (30) days prior to the expiration of the then-current term. This Agreement may be terminated by either party, for any reason, upon thirty (30) days' prior written notice to the other without penalty. Upon any termination of this Agreement, (a) ARC will continue its collection efforts with respect to all Accounts for a period of ninety (90) days; (b) ARC will

continue its collection efforts with respect to all Accounts been referred by ARC to an attorney for legal collection efforts Accounts where payment arrangements are being met according to agreed-upon terms, until the conclusion of such legal efforts or payment arrangement; and (c) Client will pay ARC the Contingency Fee with respect to the collections referenced in (a) and (b) above, regardless of when the collections are received and whether received by Client or ARC.

Item #7.

6. **DISCLAIMER OF WARRANTIES LIMITATION OF LIABILITY.** ARC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, PERTAINING TO THE PERFORMANCE OF THE COLLECTION SERVICES HEREUNDER. In no event will ARC be liable for lost profits or other special, incidental, or consequential damages or for the uncollectibility of any Account under any circumstances. ARC's aggregate liability, if any, for any and all losses or injuries to Client or any third party arising out of or in connection with this Agreement will not exceed the aggregate Contingency Fees paid by Client during the twelve (12) month period then most recently ended.

7. **INDEMNIFICATION.** Client will indemnify, defend, and hold ARC harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, which arise out of or result from Client's use of the Collection Services except those resulting from the negligence of ARC or a breach by ARC of the terms of this Agreement. ARC will indemnify, defend and hold Client harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, which arise out of or result from the negligence of ARC or a breach by ARC of any term of this Agreement.

8. **MISCELLANEOUS.** This Agreement, including all Exhibits to this Agreement, constitutes the complete agreement between the parties relative to the Collection Services, superseding any previous agreements or understanding. No representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement will be of any force or effect. This Agreement may be modified only by a writing, which is signed by both parties. Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned, in whole or in part, by either of the parties without the prior written consent of the other party. This Agreement shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date set forth above.

ARC MANAGEMENT GROUP, LLC
1825 Barrett Lakes Blvd., Suite 505
Kennesaw, GA 30144

By: _____
Name: Karen White
Title: CCO

CITY OF INDEPENDENCE
331 1ST Street E
Independence, IA 50644

By: _____
Name: Matthew R. Schmitz
Title: Mayor

ARC Management Group, LLC
1825 Barrett Lakes Blvd., Suite 505
Kennesaw, GA 30144-7518
Website: www.arcmgmt.com
Email: info@arccollects.com
(866) 510-9754 from 8am to 6pm ET Mon., Weds., Fri.
8am to 5pm ET Tues. and Thurs.



To: IVAN GLOWINTHEDARK
1825 Barrett Lakes Blvd NW Ste 505
Kennesaw CA 30144-7570

Item #7.

File Number: 100

June 13, 2023

ARC Management Group is a debt collector. We are trying to collect a debt that you owe to TEST CLIENT. We will use any information you give us to help collect the debt.

Our information shows:

This account is for outstanding citations due to TEST CLIENT on your ticket number 123456789.

As of 10-01-23, you owed:		\$114.00
Between 10-01-23 and today:		
You were charged this amount in interest:	+	\$543.71
You were charged this amount in fees:	+	\$236.00
You paid or were credited this amount toward the debt:	-	\$114.00
Total amount of the debt now:		\$1116.57

How can you dispute the debt?

- **Call or write to us by July 21, 2023, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by July 21, 2023,** we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents. We accept disputes electronically by email at info@arccollects.com.

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by July 21, 2023, we must stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically by email at info@arccollects.com.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under the federal law.** For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.

29CU105441VNTKT

Notice: See reverse side for important information.

X

CU105441
PO Box 1280
Oaks PA 19456-1280

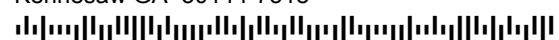
How do you want to respond?

Check all that apply:

- ☐ **I want to dispute the debt because I think:**
☐ This is not my debt. ☐ The amount is wrong.
☐ Other (please describe on reverse or attach additional information).
- ☐ **I want you to send me the name and address of the original creditor.**
- ☐ **I enclosed this amount:** \$
- Make your check payable to ARC. Include the file number 100.
- ☐ **Quiero este formulario en español.**

IVAN GLOWINTHEDARK
1825 Barrett Lakes Blvd NW Ste 505
Kennesaw CA 30144-7570

ARC Management Group, LLC
1825 Barrett Lakes Blvd., Suite 505
Kennesaw GA 30144-7518





ARC Management Group, LLC
1825 Barrett Lakes Blvd., Suite 505
Kennesaw, GA 30144-7518

info@arccollects.com
Toll Free 1-866-510-9754
Local 678-486-5200

Item #7.

Citation Number: 99999
Citation Issued By: TESTTESTTEST
Responsible Party: JOHN E. APPLESEED
File #: 102
Amount Due: \$10065.22

Office Hours
8am-6pm EST Monday, Wednesday,
Friday
8am-5pm EST Tuesday and Thursday

June 13, 2023

ARC Management Group LLC has attempted to notify you of your past due citation #99999 from TESTTESTTEST on violation date of 12-01-16 which occurred at EB MINERAL SPRING AV AND LONSDALE AVE (LOMIEB). As of the date on this letter, there has not been a resolution made or reported to ARC Management Group to satisfy this citation.

ARC Management Group looks forward to being of assistance. We can accept payment in full or offer reasonable payment arrangements. Most importantly, ARC looks forward to receiving your communication, so we can work together to resolve the outstanding citation. Please feel free to use our website to self-service your account or phone us at 1-866-510-9754 to receive assistance from one of our specialists.

Should you fail to respond to this letter, we will assume you do not intend to pay this bill and may continue our collection efforts.

**This communication is from a debt collector.
This is an attempt to collect a debt and any information obtained will be used for that purpose.**

You can pay your bill and view your balance via the internet at www.arcmgmt.com (click on Pay Your Bill Here). To ensure proper credit, please use your file number, City, and Zip Code listed below. You may also mail your payment at no additional fee using the enclosed envelope. All funds should be payable to TEST ORIG CREDITOR to ensure proper credit.

We can be reached for further discussion at 1-866-510-9754. Your prompt attention to this matter is appreciated.

Sincerely,
ARC Management Group, LLC

ICU105441TKT02

Detach Lower Portion and Return with Payment

CU105441
PO Box 1280
Oaks PA 19456-1280

FILL OUT BELOW FOR CREDIT CARD PAYMENTS.	
<input type="checkbox"/> DISCOVER <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD	CHECK CARD USING FOR PAYMENT.
CARD NUMBER PLUS 3 DIGIT SECURITY CODE (on back of card)	EXP. DATE /
CARDHOLDER NAME	AMOUNT \$
CARDHOLDER SIGNATURE	

June 13, 2023

TKT02 30533



JOHN E. APPLESEED
1825 Barrett Lakes Blvd NW Ste 505
Kennesaw GA 30144-7570

ARC Management Group, LLC
1825 Barrett Lakes Blvd., Suite 505
Kennesaw GA 30144-7518



Citation Number: 99999
Citation Issued By: TESTTESTTEST
Responsible Party: JOHN E. APPLESEED
File #: 102
Amount Due: \$10065.22



ARC Management Group, LLC
1825 Barrett Lakes Blvd., Suite 505
Kennesaw, GA 30144-7518

info@arccollects.com
Toll Free 1-866-510-9754
Local 678-486-5200

Item #7.

Office Hours

8am-6pm EST Monday, Wednesday, Friday
8am-5pm EST Tuesday and Thursday

Citation Number: 99999
Citation Issued By: TESTTESTTEST
Responsible Party: JOHN E. APPLESEED
File #: 102
Amount Due: \$10065.22

June 13, 2023

ARC Management Group LLC has attempted to notify you on multiple occasions of your past due citation #99999 from TESTTESTTEST on violation date of 12-01-16 which occurred at EB MINERAL SPRING AV AND LONSDALE AVE (LOMIEB). As of the date on this letter, there has not been a resolution made or reported to ARC Management Group to satisfy this citation.

This is a final demand. We can accept payment in full or offer reasonable payment arrangements. We are available to you to work together to resolve the outstanding citation. Please feel free to use our website to self-service your account or phone us at 1-866-510-9754 to receive assistance from one of our specialists.

Should you fail to respond to this letter, we will assume you do not intend to pay this bill and will contact our client for direction on further collection activity.

This communication is from a debt collector.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

You can pay your bill and view your balance via the internet at www.arcmgmt.com (click on Pay Your Bill Here). To ensure proper credit, please use your file number, City, and Zip Code listed below. You may also mail your payment at no additional fee using the enclosed envelope. All funds should be payable to TEST ORIG CREDITOR to ensure proper credit.

We can be reached for further discussion at 1-866-510-9754. Your prompt attention to this matter is appreciated.

Sincerely,
ARC Management Group, LLC

ICU105441TKT03

Detach Lower Portion and Return with Payment

CU105441
PO Box 1280
Oaks PA 19456-1280

FILL OUT BELOW FOR CREDIT CARD PAYMENTS.	
<input type="checkbox"/> DISCOVER <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD	CHECK CARD USING FOR PAYMENT.
CARD NUMBER PLUS 3 DIGIT SECURITY CODE (on back of card)	EXP. DATE /
CARDHOLDER NAME	AMOUNT \$
CARDHOLDER SIGNATURE	

June 13, 2023

TKT03 30535



JOHN E. APPLESEED
1825 Barrett Lakes Blvd NW Ste 505
Kennesaw GA 30144-7570

ARC Management Group, LLC
1825 Barrett Lakes Blvd., Suite 505
Kennesaw GA 30144-7518



Citation Number: 99999
Citation Issued By: TESTTESTTEST
Responsible Party: JOHN E. APPLESEED
File #: 102
Amount Due: \$10065.22



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA – City Manager

DATE OF MEETING: June 3, 2024

ITEM TITLE: Building Permit Fees – Working without a permit

DISCUSSION:

Staff have been requested to examine options for fees related to people working without a building permit within the City. After a conversation with the City Attorney, we have come up with an additional statement on the fee schedule (attached) stating “All applicable fees shall be doubled if the permit is applied for after construction begins”. This language has been approved by the City Attorney as we cannot call this a penalty and comply with Iowa law.

Attached is the updated fee schedule with the language included as well as a resolution to be considered at a future Council Meeting.

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.

EXHIBIT A



Project Value

Project Value

\$0.00	to	\$1,000.00	=	\$20.00	\$22,001.00	to	\$23,000.00	=	\$166.00
\$1,001.00	to	\$1,100.00	=	\$22.00	\$23,001.00	to	\$24,000.00	=	\$172.00
\$1,101.00	to	\$1,200.00	=	\$24.00	\$24,001.00	to	\$25,000.00	=	\$180.00
\$1,201.00	to	\$1,300.00	=	\$26.00	\$25,001.00	to	\$26,000.00	=	\$185.00
\$1,301.00	to	\$1,400.00	=	\$28.00	\$26,001.00	to	\$27,000.00	=	\$188.00
\$1,401.00	to	\$1,500.00	=	\$30.00	\$27,001.00	to	\$28,000.00	=	\$193.00
\$1,501.00	to	\$1,600.00	=	\$32.00	\$28,001.00	to	\$29,000.00	=	\$198.00
\$1,601.00	to	\$1,700.00	=	\$34.00	\$29,001.00	to	\$30,000.00	=	\$203.00
\$1,701.00	to	\$1,800.00	=	\$36.00	\$30,001.00	to	\$31,000.00	=	\$208.00
\$1,801.00	to	\$1,900.00	=	\$38.00	\$31,001.00	to	\$32,000.00	=	\$213.00
\$1,901.00	to	\$2,000.00	=	\$40.00	\$32,001.00	to	\$33,000.00	=	\$218.00
\$2,001.00	to	\$3,000.00	=	\$46.00	\$33,001.00	to	\$34,000.00	=	\$223.00
\$3,001.00	to	\$4,000.00	=	\$52.00	\$34,001.00	to	\$35,000.00	=	\$228.00
\$4,001.00	to	\$5,000.00	=	\$58.00	\$35,001.00	to	\$36,000.00	=	\$233.00
\$5,001.00	to	\$6,000.00	=	\$64.00	\$36,001.00	to	\$37,000.00	=	\$238.00
\$6,001.00	to	\$7,000.00	=	\$70.00	\$37,001.00	to	\$38,000.00	=	\$243.00
\$7,001.00	to	\$8,000.00	=	\$76.00	\$38,001.00	to	\$39,000.00	=	\$248.00
\$8,001.00	to	\$9,000.00	=	\$82.00	\$39,001.00	to	\$40,000.00	=	\$253.00
\$9,001.00	to	\$10,000.00	=	\$90.00	\$40,001.00	to	\$41,000.00	=	\$258.00
\$10,001.00	to	\$11,000.00	=	\$94.00	\$41,001.00	to	\$42,000.00	=	\$263.00
\$11,001.00	to	\$12,000.00	=	\$100.00	\$42,001.00	to	\$43,000.00	=	\$268.00
\$12,001.00	to	\$13,000.00	=	\$106.00	\$43,001.00	to	\$44,000.00	=	\$273.00
\$13,001.00	to	\$14,000.00	=	\$112.00	\$44,001.00	to	\$45,000.00	=	\$278.00
\$14,001.00	to	\$15,000.00	=	\$118.00	\$45,001.00	to	\$46,000.00	=	\$283.00
\$15,001.00	to	\$16,000.00	=	\$124.00	\$46,001.00	to	\$47,000.00	=	\$288.00
\$16,001.00	to	\$17,000.00	=	\$130.00	\$47,001.00	to	\$48,000.00	=	\$293.00
\$17,001.00	to	\$18,000.00	=	\$136.00	\$48,001.00	to	\$49,000.00	=	\$298.00
\$18,001.00	to	\$19,000.00	=	\$142.00	\$49,001.00	to	\$50,000.00	=	\$300.00
\$19,001.00	to	\$20,000.00	=	\$148.00					
\$20,001.00	to	\$21,000.00	=	\$154.00					
\$21,001.00	to	\$22,000.00	=	\$160.00					

\$50,001 to \$99,000 = \$305.00 plus \$3.00 per thousand or fraction thereof
 \$100,000 to \$199,999 = \$475.00 plus \$2.50 per thousand or fraction thereof
 \$200,000 to \$499,999 = \$775.00 plus \$2.25 per thousand or fraction thereof
 \$500,000 and over = \$1,453.00 plus \$2.00 per thousand or fraction thereof

* Fee for a demolition permit shall be based upon the Buchanan County Assessor's most recent assessed value of the property and is hereby established at a minimum fee of twenty-five (\$25.00) dollars for an assessed value up to \$10,000.00 with an additional fee of five (\$5.00) dollars for every \$1,000 of assessed value in excess thereof.

**** All applicable fees shall be doubled if the permit is applied for after construction begins.****

Please contact the City of Independence Building Inspector at (319) 334-4711 with any questions.

RESOLUTION NO. 2024-

**RESOLUTION MODIFYING THE FEES FOR BUILDING PERMITS
FOR THE CITY OF INDEPENDENCE, IOWA**

WHEREAS, the City of Independence requires a building permit be issued for various activities as outlined in the Independence Code of Ordinances; and

WHEREAS, during the review of building permit fees as the City worked to implement a new building permit issuance and tracking system resulted in the request from Staff to modify the fee structure; and

WHEREAS, periodic review and adjustment is required to reflect the cost of providing permit services to the public and it is necessary to set appropriate fees pertaining to permits issued by the Building Department.

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

SECTION 1. Fees regarding building permits are hereby established as shown on Exhibit A attached hereto.

SECTION 2. These fees shall be effective July 1, 2024.

SECTION 3. Severability Clause. If any portion of this resolution shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any portion not so adjudged.

SECTION 4. Repealer. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

RESOLUTION NO. 2023-104 was passed and approved by a majority vote of the City Council of Independence, Iowa, on the ___ day of May 2024.

Record of Voting:

Ayes:

Nays:

Absent:

RESOLUTION NO. 2024- declared passed and adopted by the Mayor on this ___ day of May 2024.

Brad Bleichner, Mayor of the City of Independence, IA

ATTEST:

Susi Lampe, IaCMC, IaCFO,
City Clerk/Treasurer of the City of Independence, IA



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA – City Manager

DATE OF MEETING: June 3, 2024

ITEM TITLE: Chapter 52 – Grass Mowing Revisions

DISCUSSION:

As we have been working through looking at options to gain additional compliance with mowing regulations, we started looking at fees charged for this and how we could modify those to incentivize compliance but also be sure to cover actual costs incurred if we move to performing these services via a mowing contract rather than via Parks Personnel.

We are proposing the attached revision to this Chapter to increase fees charged from the current \$200 to a base cost of \$175 and an administrative fee of \$75 (total of \$250). In addition, we have added language to allow for the recovery of costs related to contract mowing.

As we talked through this item with the City Attorney related to some other items, we felt modifications to this are necessary to be sure we can collect the fees / etc., and that we comply with Iowa laws.

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.

ORDINANCE NO. 2024-

AN ORDINANCE AMENDING CHAPTER 52 “MOWING OF PROPERTIES” OF THE CODE OF ORDINANCES OF THE CITY OF INDEPENDENCE, IOWA

SECTION I. PURPOSE. The purpose of this ordinance is to protect the public health and safety of the citizens of Independence, Iowa by ensuring grass and noxious weeds in the community are kept at a manageable level so as not to become a harborage for vermin or other nuisances.

SECTION II. SECTION ADDED. Chapter 52 “Mowing of Properties” of the City Code is hereby amended as follows with underlined text indicating additions and struck-through text indicating removals:

CHAPTER 52

52.06 PUBLICATION OF NOTICE. Annual spring publication of the ordinance codified in this chapter in an official newspaper shall serve as notice to property owners. The notice shall state that failure to comply after publication of the notice will result in the City causing the work to be done, and the costs incurred by the City shall be assessed against the property in the manner provided by law and this Code of Ordinances. The City will be authorized to respond to violations without additional written notice being given.

52.07 FAILURE TO COMPLY; ABATEMENT BY CITY. If the property owner fails to comply with this chapter, the Council or its appointee shall cause the property to be mowed. The fee for this work shall be set at a minimum of \$250, which includes a base cost of \$175 for mowing the property and a \$75 administrative fee. If the work is performed by the City or an outside Contractor and exceeds \$175 in labor and materials charges, all additional fees will be included in the total to be assessed. The fee shall be paid by the property owner. Failure to pay shall result in these costs being assessed against the property for collection in the same manner as a property tax. The fee for this service will be set by resolution and will be assessed against the property.

~~52.08 ABATEMENT BY CITY.~~ ~~If the property owner neglects or fails to abate as directed by this chapter, the City may perform the required action to abate. The fee for the abatement will be set by the City Council.~~

~~52.09 COLLECTION OF COSTS.~~ ~~The City Clerk shall send a statement of the total expense incurred to the property owner who has failed to abide by the publication notice. If the amount shown by the statement has not been paid within one month, the Clerk shall certify the costs to the County Treasurer and such costs shall then be collected with, and in the same manner as general property taxes.~~

~~52.10 FAILURE TO ABATE.~~ ~~Any person causing or maintaining a nuisance who shall fail or refuse to abate or remove the same is in violation of this Code of Ordinances.~~

52.08 MUNICIPAL INFRACTION. Nothing in this chapter shall be construed so as to preclude the City from filing a municipal infraction citation pursuant to Chapter 4 of this Code of Ordinances against a violator, whether such citation is filed in lieu of, or in addition to, any other procedures outlined herein.

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 _____, 2024.

Brad Bleichner, 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. 2024-____ on _____, 2024.

Susi Lampe, City Clerk



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: June 3, 2024

ITEM TITLE: Chapter 74 – Golf Cart Ordinance Potential Amendment

DISCUSSION:

Council Member Weber reported he received a phone call from a resident with a three-wheeled golf cart.

Current City Code Section **74.02 DEFINITIONS.**

“Golf cart” is defined as a four-wheeled recreational vehicle generally used for transportation of person(s) in the sport of golf that is either electric or gas powered with an engine displacement of less than 351 cubic centimeters, and a total dry weight of less than 800 pounds.

Other cities in Iowa allow three-wheeled golf carts as part of their definition of the term “Golf cart”. Examples include Kingsley, Evansdale, Williamsburg, Solon, Lake Mills, and Center Point. There are likely more, that was just the first six that Staff found when researching this topic.

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.

ORDINANCE NO. 2024-**AN ORDINANCE AMENDING CHAPTER 74 “GOLF CARTS” OF THE CODE OF ORDINANCES OF THE CITY OF INDEPENDENCE, IOWA**

SECTION I. PURPOSE. The purpose of this ordinance is to permit the operation of golf carts on certain City streets within the City of Independence, as authorized by Section 321.247 of the Code of Iowa, as amended. This chapter applies whenever a golf cart is operated on any street or alley of the City.

SECTION II. SECTION AMENDED. Chapter 74 “Golf Carts” of the City Code is hereby amended as follows with underlined text indicating additions and struck-through text indicating removals:

CHAPTER 74

74.02 DEFINITIONS. “Golf Cart” is defined as a three or four-wheeled recreational vehicle generally used for transportation of person(s) in the sport of golf that is either electric or gas powered with an engine displacement of less than 351 cubic centimeters, and a total dry weight of less than 800 pounds.

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 _____, 2024.

Brad Bleichner, 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. 2024-____ on _____, 2024.

Susi Lampe, City Clerk