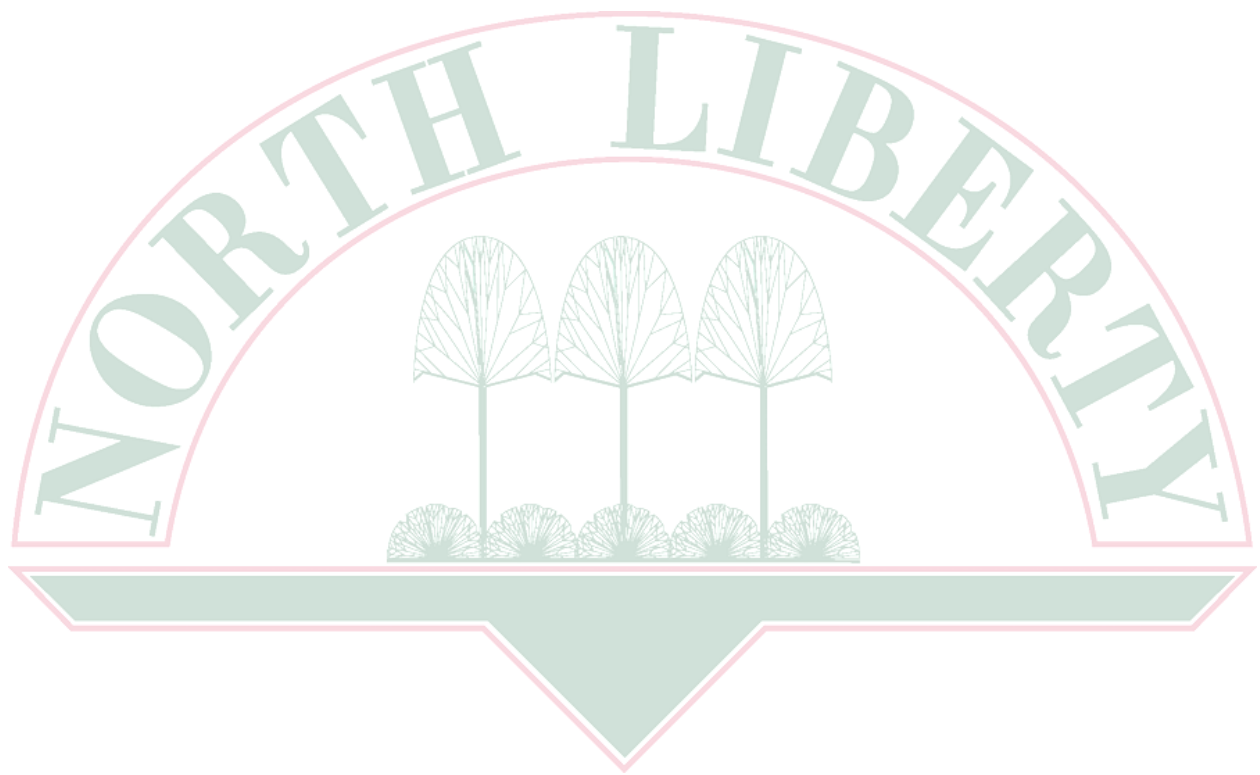




North Liberty City Council
Regular Session
December 12, 2017

City Administrator Memo





City Council Memo

for December 12, 2017

from the desk of Ryan C. Heiar

Meetings & Events

Tuesday, Dec 12 at 6:30p.m.
City Council

Thursday, Dec 21 at 6:30p.m.
City Council

Monday, Dec 25
Christmas Holiday – City
Offices Closed

Tuesday, Dec 26
Christmas Holiday – City
Offices Closed

Monday, Jan 1
New Year Holiday – City
Offices Closed

Tuesday, Jan 2
New Year Holiday – City
Offices Closed

Consent Agenda

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

- City Council Minutes (11/28/17 & 11/29/17)
- Claims
- Liquor License – Johnncy's
- Tobacco License – Johnncy's
- Pay Application #14; Phase 1 Water System Improvements Division I – Water Plant; Portzen Construction; \$1,080,470.90
- Change Order #9; Phase 1 Water System Improvements Division I – Water Plant; Portzen Construction; \$5,385.00
- Pay Application #27; Phase 2 WWTP Improvements; Tricon Construction Group; \$3,760.26
- Change Order # 1, Brine & Water Storage Building; Garling Construction; \$3,647.45

Alliant Energy Presentation

Josh McKnight with Alliant Energy will be at the meeting to present an annual report on behalf of Alliant Energy.

Oath of Office

Assistant City Administrator/City Clerk Tracey Mulcahey will administer the oath of office to Mayor Donahue and City Councilors Pollock and Goings.

Wastewater Treatment Superintendent Appointment

I am recommending approval of the appointment of Drew Lammers as the Wastewater Superintendent. Drew has been with the City for 10 years – all 10 in the wastewater department - starting as an operator, working his way up to the assistant superintendent and now, with your approval, the superintendent. Drew has the technical qualifications for this job and just as importantly, he possess the values we are looking for in a management position.

Ryan C. Heiar, City Administrator

rheiar@northlibertyiowa.org • office (319) 626-5700 • fax (319) 626-3288 • cell (319) 541-8404

Zoning Ordinance, Rental Occupancy Limits – 2nd Reading

Staff has undertaken the difficult task of drafting new code provisions to protect North Liberty from potential results of a state law that will become effective January 1. The new law changes the way cities in Iowa have historically regulated the number of persons living in all types of rental housing units, by banning the reference to and use of family relationships to achieve that end. The family relationship regulations go to the very essence of life and neighborhood in America, and will be impossible to replicate with some new system; however, our goals are to come as close as possible to maintaining our current density and quality of life while minimizing impacts on current and future rental property owners and their tenants. Included in your packet is a proposed ordinance that includes provisions discussed at the previous Council meetings and staff is recommending approval of the 2nd reading. Since the last City Council meeting, the planning Commission met and voted 6-1 to recommend approval of the ordinance.

Living Word Church Rezoning Request – 2nd Reading

This is a request from Living Word Community Church to approve a rezoning from I-1 to C-2-A for a lot located at the northwestern corner of W Penn Street and Meade Drive. A Good Neighbor meeting was held on September 28 to allow any interested party an opportunity to comment on this rezoning prior to submission, and no one attended. This rezoning would permit a wide variety of commercial uses on the 1.11 acre lot, which currently contains the Living Word Church in a building constructed in 2001. The property is being rezoned consistent with that of the vacant lot immediately to the north, so that the two can be further developed as one zoning lot. The proposal straightens a currently-irregular zoning district line and provides for commercial zoning in an area zoned and developed for commercial uses. It is more compatible with existing uses and with surrounding zoning than the current zoning, and was recommended for approval by the Planning Commission at their meeting on November 7.

Iowa Offset Program

The Iowa Offset Program allows cities and other Iowa government agencies to file a claim with the state for private debt collection purposes. Staff would like to utilize the offset program, which can capture income tax refunds and other credits issued by the state, to collect delinquent utility bills. It can be difficult to collect on a delinquent account when a customer does not own the residential unit and a lien cannot be placed on the property. This program, which is being used by other local governments throughout the state, serves as an additional tool for collecting delinquent utility accounts.

Forevergreen Road Acquisition

The IDOT has started negotiating with property owners along Forevergreen Road for easements and acquisitions for the upcoming road project. While the IDOT is the project lead and initially funding this project, acquisition costs will eventually be the responsibility of the City, thus require Council approval. The acquisition on the agenda is for property owned by Paul Lang (1570 W. Forevergreen Road) in the amount of \$3,080. Staff recommends approval of the acquisition.

Alliant Energy Easement Agreement

Alliant Energy is requesting an easement to provide an underground, redundant electrical connection to the community center along the east and north sides of the property. Staff has worked with Alliant Energy to determine the route and recommends approval of the easement.

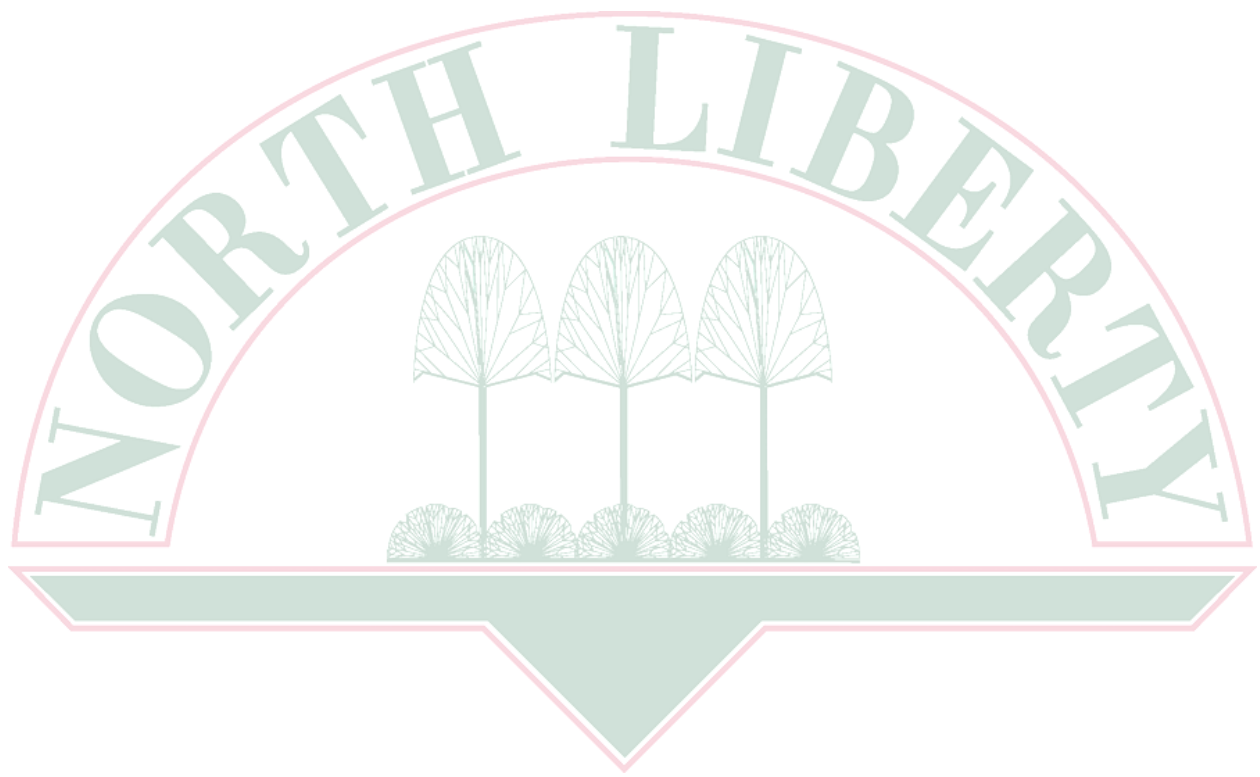
Mickelson Residential Subdivision, Part 1 - BMP Agreement

Part 1 of the Mickelson subdivision, located north of Forevergreen Road and west of Jones Boulevard is closing in on a request for final plat approval. Prior to the approval of a final plat, the development must have a storm water BMP agreement, which defines storm water measures and ongoing maintenance responsibilities for those measures, in place. Said agreement is included in your packet and is recommended for approval.

Behavioral Health Access/CIT Center

Included in your packet is a document developed by the County outlining their vision of the proposed Behavior Health Access/CIT Center. Mayor Donahue would like feedback from the Council as to the group's interest level in participating in this project.

Agenda





AGENDA

North Liberty City Council
December 12, 2017
Regular Session
6:30 p.m.
City Council Chambers
1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, November 28, 2017
 - B. City Council Minutes, Special Session-Budget Goal Setting, November 29, 2017
 - C. Claims
 - D. Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Johncy's Liquor Store, Inc.
 - E. Liquor License Application, Johncy's Liquor Store, Inc., Class E Liquor License with Sunday Sales endorsement
 - F. Liquor License Renewal, Café Muse, Class C Liquor License with Sunday Sales and Outdoor Service endorsements
 - G. Phase I Water System Improvements, Pay Application Number 14, Portzen Construction, \$1,080,470.90
 - H. Phase I Water System Improvements, Change Order Number 9, Portzen Construction, (\$644.00)
 - I. Brine & Water Storage Building, Change Order Number 1, Garling Construction, \$3,647.45
 - J. Phase II WWTP Improvements, Pay Application Number 27, Tricon Construction Group, \$3,760.26
5. Public Comment
6. City Planner Report

7. City Engineer Report
8. City Attorney Report
9. Assistant City Administrator Report
10. City Administrator Report
11. Mayor Report
12. Alliant Energy Presentation – Josh McKnight
13. Swearing in of newly elected and reelected officials
14. Wastewater Treatment Plant Superintendent Appointment
15. Zoning Ordinance – Rental/Family
 - A. Public Hearing on proposed ordinance amendment
 - B. Second consideration Ordinance Number 2017-11, An Ordinance amending various sections of Chapters 165 to 173 of the North Liberty Code of Ordinances to implement changes related to limiting the number of adults permitted to inhabit any rental dwelling unit
16. Living Word Church
 - A. Second consideration of Ordinance Number 2017-12, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by FIJC, LLC located in North Liberty, Iowa to those set forth in the Municipal Code for the C-2-A Commercial Zoning District
17. Iowa Offset Program
 - A. Resolution Number 2017-138, A Resolution approving the Memorandum of Understanding between the Iowa Department of Administrative Services State Accounting Enterprise and the City of North Liberty, Iowa for participation in the Income Offset Program
 - B. Resolution Number 2017-139, A Resolution approving the Income Offset Program Appeals Process
18. Forevergreen Road Project
 - A. Resolution Number 2017-140, A Resolution approving the Purchase Agreement for the Forevergreen Road Project (Project: IMN-380-6(344)2—OE-52)
19. Alliant Easement
 - A. Resolution Number 2017-141, A Resolution approving the Underground Electric Line Easement Agreement between Interstate Power and Light Company and the City of North Liberty, Iowa

20. Mickelson First Addition

- A. Resolution Number 2017-142, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and Hodge Construction Company that establishes the terms and conditions under which stormwater management facilities will be maintained in Mickelson First Addition in the City of North Liberty, Iowa

21. Crisis Intervention Training

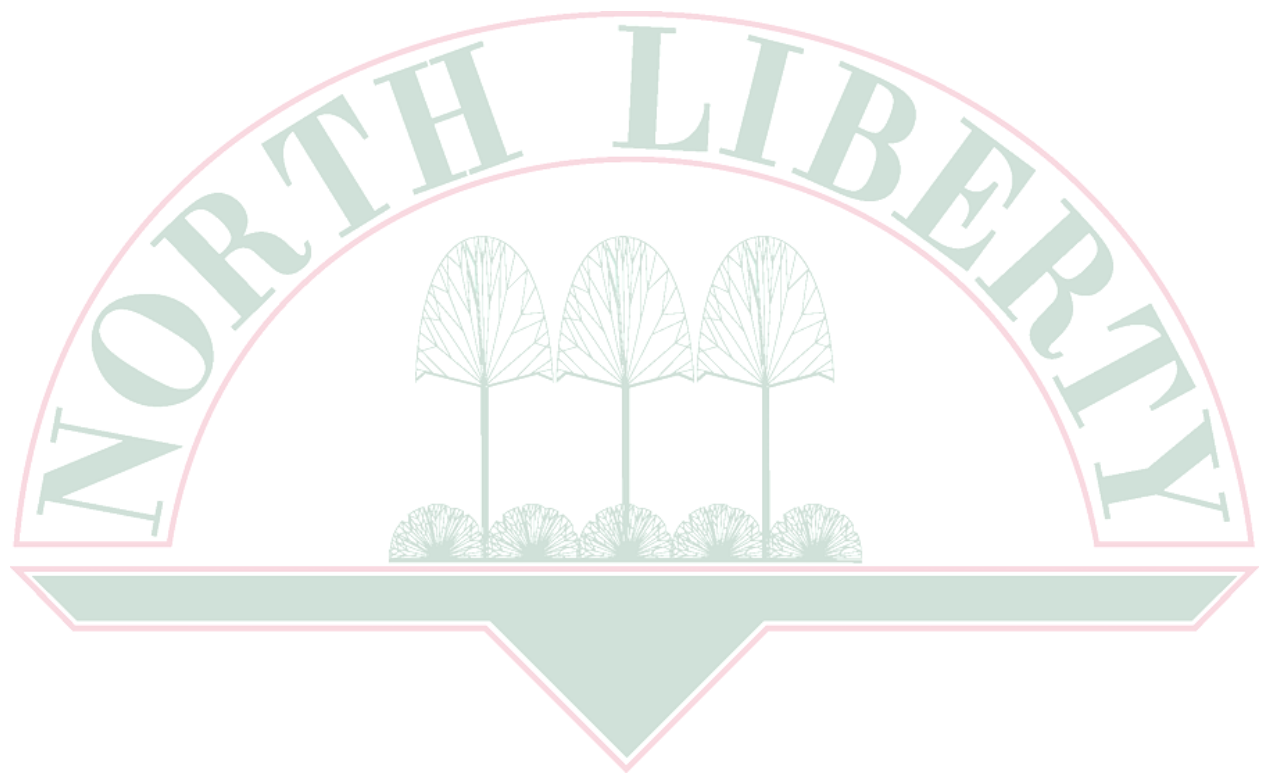
- A. Discussion regarding Crisis Intervention Training

22. Old Business

23. New Business

24. Adjournment

Consent Agenda





Minutes (Not official until approved by the City Council)

North Liberty City Council
November 28, 2017
Regular Session
City Council Chambers
1 Quail Creek Circle

Call to order

Mayor Terry Donahue called the November 28, 2017 Regular Session of the North Liberty City Council to order. Councilors present: Chris Hoffman, Sarah Madsen, Annie Pollock, Jim Sayre, and Brian Wayson.

Others present: Ryan Heiar, Tracey Mulcahey, Scott Peterson, Kevin Trom, Dean Wheatley, Derek Blackman, Chief Diane Venenga and other interested parties.

Approval of the Agenda

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

Consent Agenda

Hoffman moved, Madsen seconded to approve the Consent Agenda including City Council Minutes from the Regular Session on November 14, 2017; City Council Minutes from the Special Session on November 21, 2017; the attached list of Claims; October Revenues; October Treasurer Report; the Liquor License Application for The Depot North Liberty LLC, Class E Liquor License with Sunday Sales endorsement; Wastewater Treatment Plant Phase II Improvements, Change Order Number 15, Tricon Construction Group, \$3,375.94; Phase I Water System Improvements Division II Water Mains, Pay Application Number 1, Ricklefs Excavating, LTD, \$106,727.75; Phase I Water System Improvements Division III Well Construction and Rehabilitation, Pay Application Number 10, Gingerich Well & Pump Service, \$56,637.12. The vote was all ayes. Consent agenda approved.

Public Comment

No public comment was offered.

City Planner Report

City Planner Dean Wheatley reported that the City Hall plotter/scanner has been replaced with a printer. The existing scanner will be relocated to the building department for the department's scanning needs.

City Engineer Report

City Engineer Kevin Trom reported that the Water System Project continues will construction at the water plant. The raw water main portion of the project has issues with some piping. The contractor is proceeding with other parts of the project. The overall project remains ahead of schedule. The Highway 965, Phase 3 Project still has not received IDOT comments on the check plan submittal. The project is on the February letting schedule. The Water Storage/Maintenance/Brine building is substantially complete. One change order for the project will coming soon. It is mostly minor items and should be under \$5,000. Design work continues for the Front Street Project. The third review submittal is 75% complete. The submittal is due December 8. The Kansas Avenue RISE project staff review of design is on Friday. The project will be bid in April. Council discussed the report with Trom.

City Attorney Report

City Attorney Scott Peterson stated that he has nothing special to report to Council. Council discussed the Highway 965 project with Peterson.

Assistant City Administrator Report

Assistant City Administrator Tracey Mulcahey reported she has several agenda items on tonight so no specific report for Council.

City Administrator Report

City Administrator Ryan Heiar reported that the FY 19 Budget Goal Setting meeting is tomorrow night. The Police Station Project consultant was in town for a few days to meet with the Chief and staff. Officer Ben Campbell visited City Hall with Falco. Tomorrow is Falco's first day on duty. Council discussed the report with Heiar.

Mayor Report

Mayor Terry Donahue reported that the MPOJC transportation train from North Liberty to downtown Iowa City project has not changed in regards to the costs. The report estimates 6,200 daily rides and the cost at \$30 to 40 million from the southern city limit of North Liberty to Iowa City. The Mayor reported on an article in the Press Citizen regarding plans for the crisis intervention facility that reported that a draft agreement is already in the works.

Park Board Appointment

Mayor Donahue presented the appointment of Troy Carter to the Park Board. Hoffman moved, Pollock seconded to affirm the appointment of Troy Carter to the Park Board. The vote was: ayes – Pollock, Wayson, Madsen, Hoffman, Sayre; nays – none. Motion carried.

Special Emergency Response Team 28E

Chief Venenga presented information regarding the Special Emergency Response Team and the agreement. Council discussed the program with Chief. Madsen moved, Wayson seconded to approve Resolution Number 2017-130, A Resolution approving the 28E Agreement between Johnson County, the City of Coralville, Iowa and the City of North Liberty, Iowa for Tactical Team Training and Response. The vote was: ayes – Pollock, Sayre, Madsen, Hoffman, Wayson; nays – none. Motion carried.

FY 17 Annual Financial Report

Mulcahey presented information regarding this document. Pollock moved, Hoffman seconded to approve Resolution Number 2017-131, A Resolution approving the Annual Report for the Fiscal year ending June 30, 2017 for the City of North Liberty, Iowa. After discussion, the vote was: ayes – Wayson, Sayre, Pollock, Hoffman, Madsen; nays – none. Motion carried.

Annual Appropriations FY 19

Heiar presented information regarding the following resolutions regarding TIF rebates. Council discussed the resolutions with staff. Hoffman moved, Sayre seconded to approve Resolution Number 2017-132, A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year (Heartland Express). The vote was: ayes – Wayson, Sayre, Madsen, Pollock, Hoffman; nays – none. Motion carried.

Wayson moved, Madsen seconded to approve Resolution Number 2017-133, A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year (University of Iowa Community Credit Union). After discussion, the vote was: ayes – Madsen, Sayre, Pollock, Wayson, Hoffman; nays – none. Motion carried.

Hoffman moved, Sayre seconded to approve Resolution Number 2017-134, A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year (A & M Development). The vote was: ayes – Wayson, Pollock, Sayre, Hoffman, Madsen; nays – none. Motion carried.

Hoffman moved, Wayson seconded to approve Resolution Number 2017-135, A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year (Spotix, Inc.). The vote was: ayes – Madsen, Wayson, Pollock, Hoffman, Sayre; nays – none. Motion carried.

Wayson moved, Hoffman seconded to approve Resolution Number 2017-136. A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year (Corridor Media Properties, LLC). The vote was: ayes – Hoffman, Pollock, Madsen, Sayre, Wayson; nays – none. Motion carried.

FY 19 Annual Urban Renewal Funds Certification

Mulcahey presented information regarding the Urban Renewal request. Sayre moved, Wayson seconded to approve the Annual Urban Renewal funds request. The vote was all ayes. Motion carried.

Zoning Ordinance – Rental/Family

At 7:01 p.m., the Mayor opened the public hearing on proposed ordinance amendments. No oral or written comments were received. The public hearing was closed.

Hoffman moved, Madsen seconded to approve the first consideration Ordinance Number 2017-11, An Ordinance amending Chapters 167, 168, and 169 of the North Liberty Code of Ordinances by amending definitions in the zoning code for consistency with State law regarding rental properties. After discussion, the vote was: ayes – Madsen, Pollock, Hoffman, Sayre, Wayson; nays – none. Motion carried.

Living Word Church

At 7:22 p.m., the Mayor opened the public hearing regarding rezoning of property from I-1 (Industrial) to C-2-A (Commercial). No oral or written comments were received. The public hearing was closed.

Pollock moved, Hoffman seconded to approve the first consideration of Ordinance Number 2017-12, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property owned by FIJC, LLC located in North Liberty, Iowa to those set forth in the Municipal Code for the C-2-A Commercial Zoning District. After discussion, the vote was: ayes – Wayson, Pollock, Sayre, Madsen, Hoffman; nays – none. Motion carried.

Utility Connection Agreement

Peterson presented information regarding the agreement. Council discussed the agreement. Wayson moved, Madsen seconded to approve Resolution Number 2017-137, A Resolution approving the Utility Connection Agreement between JT Properties, LLC and the City of North Liberty, Iowa regarding extension of the deadline for connection to the City’s public water and sewer systems. The vote was: ayes – Hoffman, Madsen, Sayre, Wayson, Pollock; nays – none. Motion carried.

Old Business

Councilor Pollock reported that lots of new restaurants have opened in the last month. Councilor Hoffman reported that the CVB annual luncheon is December 12. He is finishing up his term as chair of the JECC committee. JECC is proposing a static budget request for FY 19.

New Business

Mayor discussed the second meeting in December. Two councilors will not be available on December 26. The plan is to move the second meeting tentatively to December 21. Councilor Pollock reported on holiday events and welcomed Troy Carter to the Parks and Rec Commission.

Adjournment

At 7:31 p.m., Mayor Donahue adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest:

Tracey Mulcahey, City Clerk



Minutes (Not official until approved by the City Council)

North Liberty City Council
November 29, 2017
Special Session
6:30 p.m.
City Council Chambers

Call to order

Mayor Terry Donahue called the November 29, 2017 Special Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: Chris Hoffman, Sarah Madsen, Annie Pollock, Jim Sayre, and Brian Wayson.

Others present: Ryan Heiar, Tracey Mulcahey, Jennifer Goings and Derek Blackman.

Approval of the Agenda

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

FY 19 Budget Goal Setting

Heiar led the Council through goal setting for the upcoming budget process.

Adjournment

At 8:35 p.m., Mayor Donahue adjourned the meeting.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest:

Tracey Mulcahey, City Clerk

Instructions on the reverse sideFor period (MM/DD/YYYY) 01 / 01 / 2018 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA JOHNNY'S LIQUOR STORE INC
Physical Location Address 585 Highway 965 E City North Liberty ZIP 52317
Mailing Address - Same - City _____ State _____ ZIP _____
Business Phone Number 319-626-2046 / 319-440-7176

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Johnny Menezes
Mailing Address 20 Deboer Ln City North Liberty State IA ZIP 52317
Phone Number 319-440-7176 Fax Number _____ Email JStore2003@yahoo.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☒ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Johnny Menezes Name (please print) _____
Signature [Signature] Signature _____
Date November 11th 2017 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 75-
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Applicant License Application ()

Name of Applicant: <u>JOHNCY MENEZES</u>		
Name of Business (DBA): <u>JOHNCY'S LIQUOR STORE INC</u>		
Address of Premises: <u>585 HIGHWAY 965</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business	<u>(319) 626-2046</u>	
Mailing	<u>585 HIGHWAY 965</u>	
City <u>North Liberty</u>	State <u>IA</u>	Zip: <u>52317</u>

Contact Person

Name <u>JOHNCY MENEZES</u>	
Phone: <u>(319) 440-7176</u>	Email <u>jlstore2003@yahoo.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 01/01/2018

Expiration Date: 01/01/1900

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

JOHNCY MENEZES

First Name: JOHNCY

Last Name: MENEZES

City: NORTH LIBERTY

State: Iowa

Zip: 52317

Position: OWNER

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>West Bend Mutual Insurance Company</u>	
Policy Effective Date: <u>01/01/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: Jhncny's Liquor Store

Name of Business (DBA): _____

Address of Business: 585 S. Highway 965 Suite E

Business Phone & Email: 319-626-2046 jlstore2003@yahoo.com

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

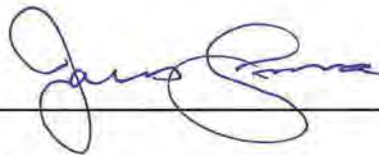
The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

✓ The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official



12/6/17

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

Temp Transfer Effective

Temp Transfer Expiration Date:

APPLICANT

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law. Please submit this form to your local authority.

[Signature]

Applicant's Signature

11-9-17

Date

NOTARY

State of Iowa

County of Johnson

Signed and sworn to before me on Nov. 9th 2017
Date

By Johnny P. Menezes
Print Name of Applicant

[Signature]
Signature of Notary

Nov. 9, 2017
Date



**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: _____

Name of Business (DBA): _____

Address of Business: _____

Business Phone & Email: _____

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

Applicant License Application (LC0043159)

Name of Applicant: Cafe Project LLC

Name of Business (DBA): Cafe Muse

Address of Premises: 565 Cameron Way

City North Liberty

County: Iowa

Zip: 52317

Business (706) 726-6144

Mailing 1015 Pheasant Ln

City North Liberty

State IA

Zip: 52317

Contact Person

Name Chengjie Huang

Phone: (706) 726-6144

Email

chengjie.huang@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 12/26/2017

Expiration Date: 12/25/2018

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

Chengjie Huang

First Name: Chengjie

Last Name: Huang

City: North Liberty

State: Iowa

Zip: 52317

Position: Owner manager

% of Ownership: 50.00%

U.S. Citizen: Yes

Nastaran Moradi Shahmansouri

First Name: Nastaran

Last Name: Moradi Shahmansouri

City: North Liberty

State: Iowa

Zip: 52317

Position: Owner manager

% of Ownership: 50.00%

U.S. Citizen: No

Insurance Company Information

Insurance Company: Society Insurance

Insurance Company: Society Insurance

Policy Effective Date: 12/26/2017

Policy Expiration 12/26/2018

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: Cafe Muse

Name of Business (DBA): _____

Address of Business: 565 Cameron Way #108 North Liberty IA

Business Phone & Email: 706-726-6144 CJ@cafemuseiowa.com

City of North Liberty:

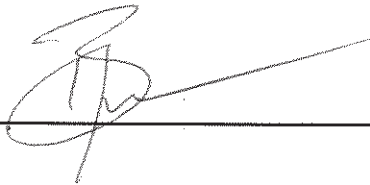
The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector



11/30/17

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: Cafe Muse

Name of Business (DBA): _____

Address of Business: 565 Cameron Way #108 North Liberty IA

Business Phone & Email: 706-726-6144 CJ@cafemuseiowa.com

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

✓ The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official



State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____

**City of North Liberty
Alcoholic Beverage Permit
Chapter 120 of the Municipal Code**

The Municipal Code requires approval from the following City and County Departments.

Legal Name of Applicant: Cafe Muse

Name of Business (DBA): _____

Address of Business: 565 Cameron Way #108 North Liberty IA

Business Phone & Email: 706-726-6144 CJ@cafemuseiowa.com

City of North Liberty:

The above referenced property is located within a zoning district that permits the sale or consumption of alcoholic beverage.

City Official

Tom Palmer

Digitally signed by Tom Palmer
DN: cn=Tom Palmer, o=City of North
Liberty, ou=Building Safety,
email=tpalmer@ci.north-liberty.ia.us,
c=US
Date: 2017.10.23 09:36:03 -0500

North Liberty Fire Department:

The above referenced property currently complies with International Fire Code. .

Fire Inspector

Johnson County Health Department:

The above referenced property currently complies with Johnson County Public Health requirements.

Johnson County Public Health Official

State of Iowa ABD License: _____ North Liberty Permit: _____ License Expiration Date: _____



North Liberty Fire Department

Occupancy: **Cafe Muse**

Address: **565 Cameron WAY Apt/Suite #108**

North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **11/30/2017**

By: **Hardin, Bryan E (01-1022)**

Time In: **13:31**

Time Out: **13:45**

Authorized Date: **Not Author**

By:

Form: General Fire

Inspection Checklist 1.0

Inspection Description:

ORDER TO COMPLY:

You must correct the violations noted upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from the date of inspection.

This initial and the first re-inspection are at no charge. If subsequent re-inspections are needed to ensure compliance, you will be charged the current fee schedule.

If you fail to comply with this notice, you may be liable for the penalties provided for by law for such violations.

Inspection Topics:

Electrical Rooms / Electrical Wiring

Electrical Rooms Labeled

605.3.1 Labeling. Labeling. Doors into electrical control panel rooms shall be marked with a plainly visible and legible sign stating ELECTRICAL ROOM or similar approved wording.

Status: **FAIL**

Notes: **Employee Room; label door â??electrical roomâ??**

Billable Amount:



No Extension Cords

605.5 Extension cords. Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

Status: FAIL

Notes: Office; remove all extension cords.
kitchen; remove extension cord.

Billable Amount:



Surge Protector - Proper Installation

605.4.1 Power tap design. Relocatable power taps shall be of the polarized or grounded type, equipped with overcurrent protection, and shall be listed in accordance with UL 1363. 605.4.2 Power supply. Relocatable power taps shall be directly connected to a permanently installed receptacle. 605.4.3 Installation. Relocatable power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage.

Status: FAIL

Notes: Office, plug surge protector directly into outlet.

Billable Amount:



Fire Sprinkler System

No Painted, Damaged, Leaking Sprinkler Heads

NFPA 25 Section 5.2.1.1.2 Sprinkler Head Inspection & Replacement Sprinklers shall not show signs of leakage; shall be free of corrosion, foreign materials, paint, and physical damage; and shall be installed in the correct orientation (e.g., upright, pendent, or sidewall). Any sprinkler that shows signs of any of the following shall be replaced: (1) Leakage (2) Corrosion (3) Physical damage (4) Loss of fluid in the glass bulb heat responsive element (5) Loading (6) Painting unless painted by the sprinkler manufacturer

Status: **FAIL**

Notes: Employee room; remove zip tie from sprinkler piping.

Billable Amount:



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 14 minutes

Total Time: 14 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

Above is the results of your Fire Inspection conducted by the North Liberty Fire Department Department. If you have any questions, please feel free to contact Fire Marshal Bryan Hardin at (319) 626-5709. If you had any violations, please reply back when all corrections are made so we may close out your inspection. Thank you for your time and attention.

Inspector:

Name: Hardin, Bryan E
Rank: Assistant Chief
Work Phone(s): None on file
Email(s): bhardin@northlibertyiowa.org
Hardin, Bryan E:

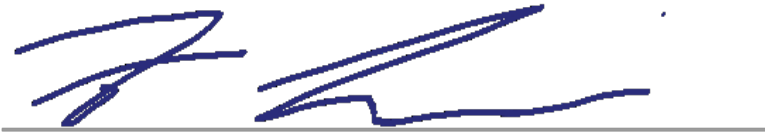
Signed on: 11/30/2017 13:47

Signature

Date

Representative Signature:

Signature of: Zak Lee on 11/30/2017 13:47

A handwritten signature in blue ink, appearing to be 'Zak Lee', written over a horizontal line.

Signature

Date

Contractor's Application for Payment No.

14

Application Period: 11/30/2017		Application Date: 11/28/2017	
To: City of North Liberty 3 Quail Creek Circle (Owner): North Liberty, Iowa 52317	From: Portzen Construction, Inc. 205 Stone Valley Drive (Contractor): Dubuque, Iowa 52003	Via (Engineer): FOX Engineering 414 South 17th Street, Suite 107 Ames, Iowa 50010	
Project: Phase 1 Water System Improvements Division 1 - Water Treatment Plant		Contract:	
Owner's Contract No.: None	Contractor's Project No.: #16-29	Engineer's Project No.: 3373-15A	

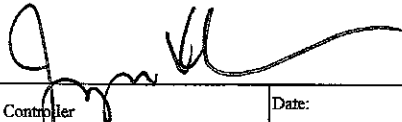
**Application For Payment
Change Order Summary**

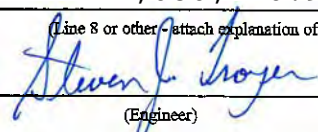
Approved Change Orders		
Number	Additions	Deductions
COR 1	\$26,585.00	\$1,805.00
COR 2	\$24,352.00	
COR 3		\$41,737.00
COR 4		\$61,625.00
COR 5	\$20,635.00	
COR 6	\$40,414.00	\$20,384.00
COR 7	\$8,895.00	
COR 8	\$4,026.00	
TOTALS	\$124,907.00	\$125,551.00
NET CHANGE BY CHANGE ORDERS	-\$644.00	

1. ORIGINAL CONTRACT PRICE.....	\$	13,449,000.00
2. Net change by Change Orders.....	\$	-644.00
3. Current Contract Price (Line 1 ± 2).....	\$	13,448,356.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	9,923,731.47
5. RETAINAGE:		
a. 5% X 8,227,697.20 Work Completed.....	\$	411,384.86
b. 5% X 1,696,034.27 Stored Material.....	\$	84801.71
c. Total Retainage (Line 5.a + Line 5.b).....	\$	496,186.57
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	9,427,544.90
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	8,347,074.00
8. AMOUNT DUE THIS APPLICATION.....	\$	1,080,470.90
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	4,020,811.10

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 
 By: Jayme Kluesner, Controller Date: 11/30/2017

Payment of: \$ 1,080,470.90
 (Line 8 or other - attach explanation of the other amount)
 is recommended by:  12-4-17
 (Engineer) (Date)
 Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)
 is approved by: _____
 (Owner) (Date)
 Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Date of Issuance: 12-4-17
 Owner: City of North Liberty
 Contractor: Portzen Construction, Inc.
 Engineer: FOX Engineering
 Project: Phase I Water System Improvements
 Div. I Water Treatment Plant

Effective Date: 12-12-17
 Owner's Contract No.:
 Contractor's Project No.: 16-29
 Engineer's Project No.: 3373-15A
 Contract Name:

The Contract is modified as follows upon execution of this Change Order:

- Item 1** Revise Monorail Bracing on South Monorail: Revise lateral and longitudinal bracing for the south monorail to avoid conflict with bridge crane. Per Field Order (FO) #28. See Contractor Change Order Request (COR) 40. **Add \$674**
- Item 2** Interior Wall Insulation: Provide additional sound insulation for interior walls in the training room and office area. See Contractor COR 41. **Add \$1,293**
- Item 3** Alternate Door Stops for Doors 100A and 100B: Provide alternate door stops for doors 100A and 100B including hold open arms and wall bumper (100B). Originally specified stops will not work with these doors. See Contractor COR 43. **Add \$730**
- Item 4** Electrical Revisions for Condensate Pumps: Provide 120V circuit and switches for each of 6 condensate pumps for the heat pumps. Per Change Proposal Request (CPR) #23. See Contractor COR 44. **Add \$2,688**

Attachments: Contractor COR 40, 41, 43, 44

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>13,449,000.00</u>	Original Contract Times: Substantial Completion: <u>May 15, 2018</u> Ready for Final Payment: <u>August 15, 2018</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>8</u> : \$ <u>(644.00)</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>8</u> : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>13,448,356.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>May 15, 2018</u> Ready for Final Payment: <u>August 15, 2018</u>
Increase of this Change Order: \$ <u>5,385.00</u>	Increase of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>13,453,741.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 15, 2018</u> Ready for Final Payment: <u>August 15, 2018</u>

RECOMMENDED:		ACCEPTED:	
By: <u>Steven J. Hoyer</u>	By: _____	By: <u>Matt P. [Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____
Date: <u>12-5-17</u>	Date: _____	Date: <u>12-5-2017</u>	Date: _____

Approved by Funding Agency (if
applicable)

By: _____ Date: _____
Title: _____

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> North Liberty Brine Production and Water Equipment and Maintenance Facility North Liberty, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: May 31, 2017	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: December 5, 2017
OWNER: <i>(Name and address)</i> City of North Liberty 3 Quail Creek Circle P.O. Box 77 North Liberty, Iowa 52317	ARCHITECT: <i>(Name and address)</i> Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245	CONTRACTOR: <i>(Name and address)</i> Garling Construction 1120 11th Street Belle Plaine, IA 52208

THE CONTRACT IS CHANGED AS FOLLOWS:

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


COR 001 - Additional roof insulation - ADD \$1,596.45
 COR 002 - Polyurea sealant in Brine room floor joints - ADD \$804.00
 COR 003 - Removal of existing gas piping - ADD \$345.00
 COR 004 - Relocate heater in Brine Production - ADD \$677.00
 COR 005 - Thru-wall truck fill pipe and fittings - ADD \$571.00
 COR 006 - HDPE plastic baffle for oil/water separator - ADD \$243.00
 COR 007 - Change to flat FRP panels above Brine garage door - ADD \$214.00
 COR 008 - Add ball valves to Brinemaker piping - ADD \$900.00
 COR 009 - Correct heater unit for Brine ceiling unit - ADD \$1,704.00
 COR 010-R1 - CREDIT for overexcavation not performed - DEDUCT \$3,407.00

The original Contract Sum was	\$ 865,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 865,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,647.45
The new Contract Sum including this Change Order will be	\$ 868,647.45

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be N/A

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

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

Shive-Hattery, Inc. ARCHITECT <i>(Firm name)</i>  SIGNATURE Brian L. Gotwals, Architect, AIA, NCARB, LEED AP BD+C PRINTED NAME AND TITLE December 5, 2017 DATE	Garling Construction CONTRACTOR <i>(Firm name)</i> SIGNATURE Troy Pins, President PRINTED NAME AND TITLE DATE	City of North Liberty OWNER <i>(Firm name)</i> SIGNATURE Ryan Heiar, City Administrator PRINTED NAME AND TITLE DATE
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Contractor's Application for Payment No.

27

Application Period: 11/01/17 - 11/30/17		Application Date: 11/22/2017	
To (Owner): City of North Liberty, 3 Quail Creek Circle, North Liberty, IA 52317	From (Contractor): Tricon Construction Group, Dubuque, IA 52001		Via (Engineer): Fox Engineering Inc 414 S St, Ste 107, Ames IA
Project: Phase II WWTP Improvements City of North Liberty	Contract: Phase II WWTP Improvements		
Owner's Contract No.:	Contractor's Project No.: 15-012-IA	Engineer's Project No.: 2489-11A	

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$3,862.41	
2	\$23,001.91	
3	\$6,448.07	
4	\$9,908.71	
5	\$62,335.01	
6	\$3,942.11	
7	\$9,069.92	
8		\$928.64
9 thru 14	\$235,366.95	
TOTALS	\$353,935.09	\$928.64
NET CHANGE BY CHANGE ORDERS	\$353,006.45	

Contractor's Certification

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

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

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

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

Contractor Signature

By: Mary K. Stone Date: 11-22-17

1. ORIGINAL CONTRACT PRICE.....	\$	\$15,621,000.00
2. Net change by Change Orders.....	\$	\$353,006.45
3. Current Contract Price (Line 1 + 2).....	\$	\$15,974,006.45
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$15,745,235.35
5. RETAINAGE:		
a. 5% X \$15,655,477.90 Work Completed.....	\$	\$782,773.90
b. 5% X \$89,757.45 Stored Material.....	\$	\$4,487.87
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$787,261.77
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$14,957,973.58
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$14,954,213.32
8. AMOUNT DUE THIS APPLICATION.....	\$	\$3,760.26
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$1,016,032.87

Payment of: \$ 3,760.26
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jennifer Ruddy 11/29/2017
(Engineer) (Date)

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

is approved by: _____

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

Zoning Ordinance- Rental/Family



Dean Wheatley

From: Derrick Parker <wordpress@northlibertyiowa.org>
Sent: Tuesday, December 05, 2017 6:41 AM
To: Dean Wheatley
Subject: Zoning Ordinance Amendment Feedback

Name: Derrick Parker

Email: hndparker@aol.com

Message: This makes sense as long as it can be managed. It would seem very difficult to enforce.

How does the law define a rental? If for example a person let's their cousin use their home for the year, is that considered a rental? Is this only when a person pays money directly to the owner or a company?

Could you post how other communities have addressed this issue as well as there has to be some best practices that have worked well.

What other elements of the law are there to help ensure that the property is maintained well and that the property does not drag down the other home values in the neighborhood?

Time: December 5, 2017 at 6:41 am

IP Address: 173.31.38.17

Contact Form URL: <http://northlibertyiowa.org/2017/12/01/feedback-sought-on-zoning-ordinance-amendment-related-to-rental-property/>

Sent by an unverified visitor to your site.

Dean Wheatley

From: Stacy Grooms <wordpress@northlibertyiowa.org>
Sent: Tuesday, December 05, 2017 7:46 AM
To: Dean Wheatley
Subject: Zoning Ordinance Amendment Feedback

Name: Stacy Grooms

Email: stacylgrooms@yahoo.com

Message: As a tenant with a family living in North Liberty I agree with issues raised by allowing limitations to change. I live behind Red's and we have enough problems with noise, I can't imagine having to deal with multiple people living near by.

Rental companies are also so greedy around here, I agree that rental prices will go up and my family will be priced out of housing. It is almost impossible to find a place to live now that isn't completely out of our price range, this would make it so much harder.

Other resources in general would be affected too. More trash and recycling receptacles will be needed. More frequent trash pick up. Potential for sewer issues and higher water use. Not to mention the damage to the facilities and grounds. Having more people and vehicle traffic will have effects on the streets, parking and buildings potentially needing repairs more often.

Thank you for asking for opinions.

Time: December 5, 2017 at 7:45 am

IP Address: 129.255.1.139

Contact Form URL: <http://northlibertyiowa.org/2017/12/01/feedback-sought-on-zoning-ordinance-amendment-related-to-rental-property/>

Sent by an unverified visitor to your site.

Dean Wheatley

From: Tanner Duncan <wordpress@northlibertyiowa.org>
Sent: Tuesday, December 05, 2017 7:57 AM
To: Dean Wheatley
Subject: Zoning Ordinance Amendment Feedback

Name: Tanner Duncan

Email: tannerduncan@gmail.com

Message: Please adopt the best way to keep North Liberty a nice place to raise and have a family. Keep property values up, crime and nuisance issues down. We currently have a nice house with an owner across the street who rents bedrooms. Vehicles in the street, boats in the street while garbage piles up in the garage. The yard is full of weeds, their large dog runs loose. HUGE NUISANCE! As a future landlord, I am not for dorm style living. There is plenty of value investing in rentals here because property values are still increasing. Thank you.

Time: December 5, 2017 at 7:56 am

IP Address: 162.244.40.128

Contact Form URL: <http://northlibertyiowa.org/2017/12/01/feedback-sought-on-zoning-ordinance-amendment-related-to-rental-property/>

Sent by an unverified visitor to your site.

Dean Wheatley

From: Emily Fuller <wordpress@northlibertyiowa.org>
Sent: Thursday, December 07, 2017 9:17 PM
To: Dean Wheatley
Subject: Zoning Ordinance Amendment Feedback

Name: Emily Fuller

Email: esfuller612@gmail.com

Message: I would be in favor of more strict zoning ordinances for rental properties. I would also like to see the city limit the number of zero lot/duplex homes and increase the number of single family homes. There are way too many zero lot homes being built. The older zero lot homes are not being kept up as well as a single family, stand alone home. The zero lots bring down the value of single family homes in the same neighborhood.

Time: December 7, 2017 at 9:16 pm

IP Address: 216.248.123.86

Contact Form URL: <http://northlibertyiowa.org/2017/12/01/feedback-sought-on-zoning-ordinance-amendment-related-to-rental-property/>

Sent by an unverified visitor to your site.

Dean Wheatley

From: Christen Nolte <wordpress@northlibertyiowa.org>
Sent: Tuesday, December 05, 2017 2:01 PM
To: Dean Wheatley
Subject: Zoning Ordinance Amendment Feedback

Name: Christen Nolte

Email: ECMEProfessional2014@gmail.com

Message: I would love to see regulations put into place- we all ready have a HUGE issue in North Liberty with housing- very low amounts of affordable housing- not regulating could also cause issues with people being able to afford to rent- currently as a single mother I pay 875 for rent, plus all utilities, on 18,000 a year income. We have created pockets of low income residents. Without restrictions I can see many of the issues listed below happening- also with the noise issue- many of the "homes" in North Liberty contain shared walls- that tend to lack enough insulation for noise control. This lack of zoning ordinance could become a bigger mess. I would be happy to talk to the council about this- please feel free to contact me! We need to make North Liberty a more diverse, yet safe and affordable community. The average cost of a house in North Liberty is 325,000 with the low end set at 170,000, we have major housing issues- we do not need to add to them!

Time: December 5, 2017 at 2:01 pm

IP Address: 108.160.224.85

Contact Form URL: <http://northlibertyiowa.org/2017/12/01/feedback-sought-on-zoning-ordinance-amendment-related-to-rental-property/>

Sent by an unverified visitor to your site.

Dean Wheatley

From: Donald Ball <wordpress@northlibertyiowa.org>
Sent: Tuesday, December 05, 2017 10:02 AM
To: Dean Wheatley
Subject: Zoning Ordinance Amendment Feedback

Name: Donald Ball

Email: donalddbball@yahoo.com

Message: Please do what you can to protect our city and keep it family friendly. I know that we would rather have the growth in North Liberty slow down rather than have it overrun with rentals and homes converted to rentals. We do not want North Liberty to turn into Coralville. We think that 3 adults in 800 sq feet is too many. We think that making sure that each rental have enough parking spaces for vehicles (none can be parked on the street) is a must considering the ban on on-street parking during snow. It is also a safety consideration for children who could dart out from a parked car and a driver would not have time to stop. Can you limit dumpsters for garbage? would that help reduce converting homes into rental units? Can the city put a cap on the % of homes that can be rented? Can individual HOA's do this? Is there a fire safety regulation that could be used to limit the number of living in a dwelling?

We support the following suggestions:

Number of adults (over 18) per gross square feet of rental unit (under 18 not limited). Proposal: Up to 3 adults in dwelling units up to 800 square feet in size. Up to 5 adults in dwelling units over 800 square feet in size. This provides opportunity for a couple plus another adult or 3 unrelated adults to live together in a very small unit, and accommodates large families with adult children or siblings in larger units, but limits dorm-style living by capping the total adult count per unit.

Number of adults (over 18) per bedroom in each rental unit. Proposal: Not more than 2 adults per bedroom in all units (under 18 not limited).

Number of resident vehicles per rental unit. Proposal: Up to a 4 resident vehicles per unit, but also subject to off-street parking requirements such as size, location on the lot, driveway width, home occupations, etc. This proposal provides flexibility for those households with more than two vehicles due to adult children living at home, multiple adults in the home, or simply preference, while providing a ceiling to control extreme cases. If pursued we will need to refine this through definitions and additional language.

Number of off-street parking spaces available per rental unit. Proposal: Provide enough parking spaces on the property to park all resident vehicles in spaces that meet code requirements for size, location, surfacing, etc. This regulation provides one of the stronger disincentives to convert existing units to dormitory-style housing because there is seldom room on existing lots to pave significantly more parking. This provision does not prohibit on-street parking, but makes it less likely to cause problems.

Time: December 5, 2017 at 10:01 am

IP Address: 129.255.1.141

Contact Form URL: <http://northlibertyiowa.org/2017/12/01/feedback-sought-on-zoning-ordinance-amendment-related-to-rental-property/>

Sent by an unverified visitor to your site.

Dean Wheatley

From: Kylie <kylie.pentecost@gmail.com>
Sent: Tuesday, December 05, 2017 9:14 AM
To: Dean Wheatley
Subject: Re: rental permits

My question is more about how do we enforce the new code.

Sent from my iPhone

On Dec 5, 2017, at 8:51 AM, Dean Wheatley <dwheatley@northlibertyiowa.org> wrote:

Hello Kylie –

Yes, it is already part of the process to some extent; however, the rental permit process is mainly focused on health and safety issues related directly to the Building Code rather than nuisances. There is also a bit of a problem with the rental permit code: if an owner is determined to hide rental activities it is very difficult for us to prove, just as the current “family” restrictions are and as any new restrictions would be. Any enforcement activity is inherently difficult; just ask any officer who stops indignant drivers who get caught going well over the speed limit. We are a society of entitled folks.

We have not rejected any permits, but the regulations do provide an avenue for that (it’s very difficult – property rights are paramount).

If your question is, can we just not pass any new regulations and control the resulting mess through the rental permit process, the answer is no. Anything that is enforced through that or any other system must be based on specific adopted language, and for occupancy requirements the Zoning Ordinance is the appropriate place.

Dean Wheatley, Planning Director
City of North Liberty, Iowa
dwheatley@northlibertyiowa.org
319-626-5747

From: Kylie Pentecost [<mailto:kylie.pentecost@gmail.com>]
Sent: Tuesday, December 05, 2017 6:29 AM
To: Dean Wheatley <dwheatley@northlibertyiowa.org>
Subject: rental permits

Hi Dean,

With the new legislation, I am wondering if the rental permit process will be a way for the city to address any issues which may arise.

Should we look at adding anything to the rental permit checklist: <http://northlibertyiowa.org/government/building-safety/rental-property/>

For example, is there a way for the city to log complaints or violations and then deny the rental application the next year if there were too many problems the previous year?

Maybe this is already part of the process - have we rejected any permits?

thanks,
Kylie

Dean Wheatley

From: Susan Johannsen <wordpress@northlibertyiowa.org>
Sent: Friday, December 08, 2017 10:36 AM
To: Dean Wheatley
Subject: Zoning Ordinance Amendment Feedback

Name: Susan Johannsen

Email: johannsen@southslope.net

Message: I've been living in North Liberty for 25 years. I completely agree that new guidelines to limit the number of occupants in rental units must be put in place. I agree with the proposed changes described below. This is one of the very important issues that needs to be addressed as our city continues to grow. In my neighborhood the rental houses are the ones that already stick out as eye-sores and not kept up as well as single family homes. I don't think we can trust that landlords will do the "right thing". They are in it to make money and if no limits are put in place they will destroy our community.

Time: December 8, 2017 at 10:36 am

IP Address: 208.126.23.94

Contact Form URL: <http://northlibertyiowa.org/2017/12/01/feedback-sought-on-zoning-ordinance-amendment-related-to-rental-property/>

Sent by an unverified visitor to your site.

Occupancy Discussion

The Issue. The method most cities use to control density within zoning districts is limiting occupancy of each dwelling unit to one FAMILY consisting of people related by blood or marriage, plus up to only one unrelated individual in North Liberty's case. A new State Code provision sponsored by rental housing owners, going into effect January 1, prohibits cities from using this practice for rental units; if no other regulations are adopted to replace the family-based limitations, many of our common practices and concepts regarding housing types, densities, and zoning districts will become meaningless because almost any number of people will be allowed to inhabit any rental dwelling unit. About 12.5% of all units in North Liberty are rentals (995).

Worst-case Do-nothing Scenarios – In General. Because rental property owners stand to increase profits considerably by renting the same units to greater numbers of people, we can expect to see:

- Greater density of adults, especially where we already have higher densities. For example, a single 12-unit rental building such as those found on Cameron Way can now legally house 24 unrelated individuals at most, but if no amendments are made to our code that number could legally be as high as 140 (28,120 square feet/200 square feet per occupant – see “Other Related Codes” below). The number of adults in rental houses within single-family neighborhoods will be unrestricted if no amendments are made. For example, there are 171 single-family detached homes in the Broadmoor neighborhood, and our current code would allow up to 342 unrelated individuals in those homes. If new language is not adopted, the number of adults in the neighborhood would have no maximum. Certainly the absolute numbers will be limited because most of the homes will not be converted to rentals and our current language will limit the occupancy in owner-occupied units, but there will be very real pressure in the market to convert more homes to rentals.
- Likely increase in number of units converted to rentals, because it will be much more profitable.
- Likely increase in single-family and higher-value conversions to rentals because more rents can be collected for each unit. For example, it is generally not practical to own and rent out a house valued at much over \$200,000 today (a rough rule of thumb is that the rent needs to equal about 1% of the value) because occupancy would be limited to one family plus one unrelated individual, but if an owner can fill houses with renters without that limitation it becomes a much more feasible prospect. These economics largely contributed to the decimation of neighborhoods of large grand older homes in many larger cities.
- Increased problems with on-street and off-street parking. Our current off-street parking requirements assume an average of 2.2 persons per unit, and parking lots are sized accordingly. If the numbers of adults per unit increases, there will almost certainly be more cars parked on streets if available, and other places if not.
- Increasing nuisance complaints and less family-friendly neighborhoods.
- Lowering property values due to rental upkeep standards being generally lower than owner-occupied upkeep.

Other Related Codes. If no new language is adopted, the current City Zoning Ordinance limitations will be invalidated and there will be only a couple of Building Code requirements to restrict occupancy:

- For multi-family units, the Building Code requires 200 gross square feet for every occupant. There is no equivalent requirement for mobile homes, duplex or single-family units.
- For all types of units except mobile homes, the Building Code requires at least 70 square feet per room except for the kitchen and requires an egress from each bedroom.

Other Metro Cities. Iowa City is taking action to limit conversions of housing units to rentals within some neighborhoods in response to this law, which may push more students out into neighborhoods not currently seeing much student rental activity. Coralville plans to take action but has not yet decided on what that action will be. Note: Davenport has been cited as already being in compliance with the new law, but examination of its Zoning Ordinance shows it is not.

Potential Means to Keep Roughly the Current Standards. Because cities, residents, and property owners have all become very used to the “family” standard for determining occupancy, any new system is bound to be more complicated and have downsides. Unfortunately there is no way that we can think of to maintain exactly the same regulations without using the same terminology, so the staff goal is to potentially impact the fewest residents and rental property owners. To do that, we propose to adopt all of the following standards, to be met in place of family relationships, **for rental units only**:

1. Number of adults (over 18) per gross square feet of rental unit (under 18 not limited). Proposal: Up to 3 adults in dwelling units up to 800 square feet in size. Up to 5 adults in dwelling units over 800 square feet in size. This provides opportunity for a couple plus another adult or 3 unrelated adults to live together in a very small unit, and accommodates large families with adult children or siblings in larger units, but limits dorm-style living by capping the total adult count per unit.
2. Number of adults (over 18) per bedroom in each rental unit. Proposal: Not more than 2 adults per bedroom in all units (under 18 not limited).
3. Number of resident vehicles per rental unit. Proposal: Up to a 4 resident vehicles per unit, but also subject to off-street parking requirements such as size, location on the lot, driveway width, home occupations, etc. This proposal provides flexibility for those households with more than two vehicles due to adult children living at home, multiple adults in the home, or simply preference, while providing a ceiling to control extreme cases. If pursued we will need to refine this through definitions and additional language.
4. Number of off-street parking spaces available per rental unit. Proposal: Provide enough parking spaces on the property to park all resident vehicles in spaces that meet code requirements for size, location, surfacing, etc. This regulation provides one of the stronger disincentives to convert existing units to dormitory-style housing because there is seldom room on existing lots to pave significantly more parking. This provision does not prohibit on-street parking, but makes it less likely to cause problems.

The state legislation is bad for neighborhoods, bad for current reputable rental property owners, and bad for property values of owners near concentrations of rentals with too many adult tenants; and that is why this amendment is being proposed. We have crafted an amendment that we believe should have the least possible impact on current rental property owners’ practices.

*Davenport: **17.04.010.143 Family.** "Family" means one or more persons occupying a premises and living as a single housekeeping unit, whether or not related to each other by blood, adoption, or marriage, but no unrelated group shall consist of more than five persons, as distinguished from a group occupying a boardinghouse, roominghouse, or hotel as defined in this chapter. (Ord. 2012-337 § 4 (part); Ord. 2006-214 § 1 (part); prior code § 42-2(20)).*

ORDINANCE NO. 2017-11

AN ORDINANCE AMENDING CHAPTERS 167, 168, AND 169 OF
THE NORTH LIBERTY CODE OF ORDINANCES BY
AMENDING DEFINITIONS IN THE ZONING CODE FOR
CONSISTENCY WITH STATE LAW REGARDING RENTAL
PROPERTIES

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

SECTION 1. AMENDMENT. Chapter 167, " Zoning Code - Definitions," of the North Liberty Code of Ordinances (2016) is hereby amended by amending or repealing specific definitions in Section 167.01 as follows:

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

“Dwelling, duplex” means a building designed or arranged to be occupied as two dwelling units.

“Dwelling, multiple-unit” means a building or portion thereof designed for occupancy as three or more independent units in which units may or may not share common entrances and/or other spaces. Individual dwelling units may be owned as condominiums or offered for rent.

(this term is nowhere else in the ordinance) “Dwelling, single-unit” means a detached dwelling unit with kitchen and sleeping facilities, designed for occupancy as one dwelling unit.

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

“Dwelling Unit, Rental” means any “Dwelling Unit” as defined herein for which the owner permits, provides or offers possession or occupancy by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land. Occupancy requirements for Rental Dwelling Units are different from non-rental Dwelling Units, and those requirements are found in Chapter 169.15.

“Occupancy” means the fact or condition of holding, possessing, or residing in or on a property.

“Owner” means any person, agent, operator, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian

Deleted: “Apartment house” means a living unit in a multiple dwelling.

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Deleted: “Dwelling, planned group” means two or more detached buildings used as dwelling units located on a lot that is in single ownership having yards, courts, or facilities in common.

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Deleted: “Living unit” means the room or rooms occupied by a family. A living unit must include a kitchen.¶

of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

SECTION 2. AMENDMENT. Chapter 168, "Zoning Code – Zoning District Regulations," of the North Liberty Code of Ordinances (2015) is hereby amended by amending Table 168.01-A, Section 168.02 (including tables); Section 168.03 (including tables); Section 168.04 (including tables); and Section 168.06 (including tables) to read as follows:

TABLE 168.01-A – ID ZONE USES

P = Permitted, C = Conditional, A = Accessory, N/A = Not Allowed

Land Use		Notes
Single Dwelling Unit Buildings	P	Owner occupied
Single Rental Dwelling Unit Buildings	P	See Chapter 169.15 for restrictions

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168.02 RS ZONES – SINGLE-UNIT RESIDENCE DISTRICTS.

1. Defined. Allowable RS Zone uses are:

A. RS-3 Single-Unit Residence District. The RS-3 Single-Unit Residence District is intended to provide and maintain low-density single-unit residential neighborhoods with a minimum lot size of 15,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

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

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C. RS-6 Single-Unit Residence District. The RS-6 Single-Unit Residence District is intended to provide for and maintain moderate density single-unit residential neighborhoods with a minimum lot size of 7,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

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D. RS-7 Single-Unit Residence District. The RS-7 Single-Unit Residence District is intended to provide for and maintain moderate to high-density single-unit residential neighborhoods with a minimum lot size of 6,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations....

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E. RS-8 Single-Unit Residence District. The RS-8 Single-Unit Residence District is intended to provide for and maintain moderate to high-density single-unit residential neighborhoods with a minimum lot size of 5,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations. The use of the RS-8, Single-Unit Residence District shall be limited to the existing RS-8 Zones within the City, primarily designated as the original town of North Liberty bounded by Zeller Street, Dubuque Street, Penn Street, and Stewart Street. The use of the RS-8 Zoning District for any new development within the City is discouraged as being incompatible with the desired design standards for the City.

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F. RS-9 Single-Unit Residence District. The RS-9 Single-Unit Residence District is intended to provide for and maintain high-density single-unit residential neighborhoods with a minimum size of 4,500 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

G. RS-O, Single-Unit Residential Special Use District. The RS-O, Single-Unit Residential Special Use District is intended to be limited in use and will only be used for those special situations where the establishment of this district will not alter the essential character of any residential district in which it could be placed, and will, in addition, require that any land owner desiring to establish this district shall enter into a written agreement with the City to abide by such terms and conditions as required by the City.

- (1) Use Regulations. An existing single-Unit dwelling in the RS-O District will be permitted to be used as a professional office in said dwelling....

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TABLE 168.02-A – RS ZONES USES

P = Permitted, C = Conditional, A = Accessory, N = Not Allowed

Land Uses		Notes
Community Buildings	P	Owned or operated by public or private agencies or organizations. Not commercial.
Country Clubs	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Dog Runs, Keeping of Small Animals	A	See Section 169.06
Emergency Shelters	A	
Family Homes	P	Minimum separation of ¼ mile between family homes.
Food Pantry	C	Only if accessory to places of worship. See Section 169.06 of this code.
Garden Houses	A	See Section 169.06
Golf Courses	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Group Daycare Homes	P	Subject to annual licensing. See specific code section.
Home Occupations	A	
Home Occupation Daycares	P	Subject to issuance of a zoning certificate. See specific code section.
Parks	P	Owned or operated by public or private agencies or organizations. Not Commercial.
Parochial or Private Schools	P	Curricula similar to public schools; no boarding
Places of Worship	P	
Playgrounds	P	Owned or operated by public or private agencies or organizations. Not commercial.
Pre-School	C	Must provide a minimum of 100 square feet of open play space per child.
Private Garages	A	See Section 169.06
Private Greenhouses / Plant Nurseries	A	See Section 169.01
Private Swimming Pools	A	
Public Schools	P	
Single- <u>Dwelling Unit Buildings</u>	P	<u>Owner occupied.</u>
Single Rental Dwelling Unit Buildings	P	See Chapter 169.15 for restrictions

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Storage Shed	A	See Section 169.06
Temporary Construction Buildings	A	
Tennis Courts	P	
Utility and Service Uses	P	

TABLE 168.02-B – RS-3 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single Dwelling Unit Buildings , Family Homes	50 feet	100 feet	15,000 square feet	25 feet	10 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	100 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	50 feet	100 feet	15,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

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TABLE 168.02-C – RS-4 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single Dwelling Unit Buildings , Family Homes	40 feet	80 feet	10,000 square feet	25 feet	10 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	50 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

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TABLE 168.02-D – RS-6 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single Dwelling Unit Buildings , Family Homes	35 feet	70 feet	7,000 square feet	25 feet	8 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	30 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories

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Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	
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TABLE 168.02-E – RS-7 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Dwelling Unit Buildings, Family Homes	35 feet	60 feet	6,000 square feet	20 feet	5 feet	25 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

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TABLE 168.02-F – RS-8 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Dwelling Unit Buildings, Family Homes	35 feet	60 feet	5,000 square feet	20 feet	5 feet	25 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

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TABLE 168.02-G – RS-9 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Dwelling Unit Buildings, Family Homes	35 feet	40 feet	4,500 square feet	25 feet	5 feet	25 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

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168.03 RD ZONES – TWO-UNIT RESIDENCE DISTRICTS.

1. Defined. Allowable RD Zone uses are:

A. RD-8 Two-Unit Residence District. The RD-8 Two-Unit Residence district is intended to allow for attached single-unit dwellings joined together on a common boundary line with a common wall between the units. Minimum lot size is 10,000 square feet with a minimum of 5,000 square feet per unit. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

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B. RD-10 Two-Unit Residence District. The RD-10 Two-Unit District is intended to allow for attached single-unit dwellings joined together on a common boundary line with a common wall between the units. Minimum lot size is 9,000 square feet with a minimum of 4,500 square feet per unit. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

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2. Use Regulations. Principal and accessory uses permitted in the RD Zone – Two-Unit Residence Districts are prescribed in Table 168.03-A.

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3. Bulk Regulations. The minimum area, setback, density, and maximum height restrictions are as prescribed in the following Tables:

RD-8 – Table 168.03-B

RD-10 – Table 168.03-C

4. Accessory Uses. Accessory uses are permitted subject to the provisions of Section 169.06.

5. Home Occupations. Home occupations are permitted subject to the provisions of Section 170.01.

6. Off-Street Parking. Off-street parking shall be provided according to the provisions of Section 169.01.

7. Signs. Signs shall be permitted according to the provisions of Chapter 173.

TABLE 168.03-A – RD ZONE USES

P = Permitted, C = Conditional, A = Accessory, N = Not Allowed

Land Use		Notes
Community Buildings	P	Owned or operated by public or private agencies or organizations. Not commercial.
Country Clubs	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Dog Runs, Keeping of Small Animals	A	See Section 169.06
Duplex	P	
Emergency Shelters	A	See Section 169.06
Family Homes	P	Minimum separation of ¼ mile between family homes
Food Pantry	C	Only if accessory to places of worship. See Section 169.06 of this code.
Garden Houses	A	See Section 169.06
Golf Courses	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Group Daycare Homes	P	Subject to annual licensing. See specific code section.
Home Occupations	A	See Section 170.01
Home Occupation Daycares	P	Subject to issuance of a zoning certificate. See specific code section.

Parks	P	Owned or operated by public or private agencies or organizations. Not commercial.
Parochial or Private Schools	P	Curricula similar to public schools; no boarding
Places of Worship	P	
Playgrounds	P	Owned or operated by public or private agencies or organizations. Not commercial.
Pre-School	C	Must provide a minimum of 100 square feet of open play space per child
Private Garages	A	See Section 169.06
Private Greenhouses / Plant Nurseries	A	See Section 169.06
Public Schools	P	
Storage Shed	A	See Section 169.06
Temporary Construction Buildings	A	See Section 169.06
Tennis Courts	A	See Section 169.06
Two Dwelling Unit Buildings	P	Owner occupied.
Two Rental Dwelling Unit Buildings	P	See Chapter 169.15 for restrictions pertaining to each unit.
Utility and Service Uses	P	

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TABLE 168.03-B – RD-8 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Two Dwelling Unit Buildings	40 feet	100 feet	10,000 square feet; 5,000 per dwelling unit	25 feet	10 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	35 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

Deleted: -Family Dwellings

TABLE 168.03-C – RD-10 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Two Dwelling Unit Buildings	35 feet	80 feet	9,000 square feet; 4,500 per dwelling unit	25 feet	10 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship,	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories

Deleted: -Family Dwellings

Nurseries, Daycare, Pre-School							
Tennis Courts, Parks	40 feet	80 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

168.04 RM ZONES – MULTI-UNIT RESIDENCE DISTRICTS.

1. Defined. Allowable RM Zone uses are:

A. RM-4 Multi-Unit Residence District. The RM-4 Multi-Unit Residence District is intended to provide and maintain low-density, multiple-unit housing residential neighborhoods with a maximum density of approximately four (4) units per acre. The minimum lot size is 21,780 square feet and the minimum lot area per dwelling unit is 10,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses.

B. RM-6 Multi-Unit Residence District. The RM-6 Multi-Unit Residence District is intended to provide and maintain low-density, multiple-unit housing residential neighborhoods with a maximum density of approximately six (6) units per acre. The minimum lot size is 21,780 square feet and the minimum lot area per dwelling unit is 7,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses.

C. RM-8 Multi-Unit Residence District. The RM-8 Multi-Unit Residence District is intended to provide and maintain medium-density, multiple-unit housing residential neighborhoods with a maximum density of eight (8) units per acre. The minimum lot size is 21,780 square feet and the minimum lot area per dwelling unit is 5,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses.

D. RM-12 Multi-Unit Residence District. The RM-12 Multi-Unit Residence District is intended to provide and maintain medium-density, multiple-unit housing residential neighborhoods with a maximum density of twelve (12) units per acre. The minimum lot size is 21,780 square feet and the minimum lot area per dwelling unit is 3,500 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is to protect these residential areas from encroachment of incompatible uses.

E. RM-21 Multi-Unit Residence District. The RM-21 Multi-Unit Residence District is intended to provide and maintain high-density, multiple-unit housing residential neighborhoods with a maximum density of twenty-one (21) units per acre. The minimum lot size is 21,780 square feet and the minimum lot area per dwelling unit is 2,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses.

2. Use Regulations. Principal and accessory uses permitted in the RM Zone – Multi-Unit Residence Districts are prescribed in Table 168.04-A.

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TABLE 168.04-A – RM ZONE USES

P = Permitted, C = Conditional, A = Accessory, N = Not Allowed

Land Use		Notes
Community Buildings	P	Owned or operated by public or private agencies or organizations. Not commercial.

Country Clubs	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Daycare, Group	P	Must provide a minimum of 100 square feet of open play space per child.
Emergency Shelters	A	
Food Pantry	C	Only if accessory to places of worship. See Section 169.06 of this code.
Golf Courses	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Multiple Dwelling Unit Buildings	P	Owner occupied units
Multiple Rental Dwelling Unit Buildings	P	See Chapter 169.15 for restrictions pertaining to each unit.
Nursing Homes	P	
Parks	P	Owned or operated by public or private agencies or organizations. Not commercial.
Parochial or Private Schools	P	Curricula similar to public schools; no boarding.
Places of Worship	P	
Playgrounds	P	Owned or operated by public or private agencies or organizations. Not commercial.
Pre-School	P	Must provide a minimum of 100 square feet of open play space per child.
Private Garages	A	See Section 169.06
Private Swimming pools	A	See Section 169.06
Public Schools	P	
Public Swimming Pool	P	Owned or operated by public or private agencies or organizations. Not commercial.
Recreation Buildings	A	
Storage Shed	A	See Section 169.06
Temporary Construction Buildings	A	
Tennis Courts	P	Owned or operated by public or private agencies or organizations. Not commercial.
Utility and Service Uses	P	

Deleted: -Family

Deleted: 01

TABLE 168.04-B – RM-4 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Multiple Dwelling Unit Buildings	75 feet	100 feet	21,780 square feet; 10,000 per dwelling unit	45 feet	20 feet	35 feet	40 feet or 3 stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	100 feet	100 feet	20,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories

Deleted: -Family Dwellings

Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	
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TABLE 168.04-C – RM-6 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Multiple Dwelling Unit Buildings	75 feet	100 feet	21,780 square feet; 7,000 per dwelling unit	45 feet	20 feet	35 feet	40 feet or 3 stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	100 feet	100 feet	20,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

Deleted: -Family Dwellings

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TABLE 168.04-D – RM-8 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Multiple Dwelling Unit Buildings	75 feet	100 feet	21,780 square feet; 5,000 per dwelling unit	45 feet	20 feet	35 feet	40 feet or 3 stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	100 feet	100 feet	20,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

Deleted: -Family Dwellings

TABLE 168.04-E – RM-12 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Multiple Dwelling Unit Buildings	50 feet	80 feet	21,780 square feet; 3,500 per dwelling unit	35 feet	15 feet	35 feet	40 feet or 3 stories
Community Buildings, Country Clubs, Public, Parochial or Private	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories

Deleted: -Family Dwellings

Schools, Places of Worship, Nurseries, Daycare, Pre-School							
Tennis Courts, Parks	100 feet	100 feet	14,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.04-F – RM-21 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Multiple Dwelling Unit Buildings	50 feet	80 feet	21,780 square feet; 2,000 per dwelling unit	25 feet*	10 feet*	30 feet	65 feet or 5 stories*
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	100 feet	100 feet	14,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

* An additional foot of front yard depth and side yard width is required for every foot of building height over 45 feet.

Deleted: -Family Dwellings

TABLE 168.06-A – C-1-A ZONE USES

P = Permitted, C = Conditional, A = Accessory, N = Not Allowed

Land Use		Notes
Appliance Stores	P	Sales, repair and service
Bakery Goods Shops	P	
Banks	P	
Barbershops or Beauty Parlors	P	
Bicycle Shops	P	Sales, repair and service
Boardinghouses	C	
Book or Stationery Stores	P	
Cabinetry Sales, kitchen, bath, etc.	P	
Cafés	P	
Clinics	P	
Clothing or Wearing Apparel and Accessory Stores	P	
Coffee Houses	P	
Coin Operated Laundries	P	
Community Buildings	P	
Confectionery/Candy Stores	P	
Craft Stores	P	
Custodial Homes	P	

Daycare, Group	P	Must provide a minimum of 100 square feet of open play space per child
Department Stores	P	
Dressmaking, Tailoring, Alterations	P	
Drugstores	P	
Dry Cleaning and Laundry Collection	P	
Dry Cleaning and Laundry Processing	C	
Dry Goods / Notions Stores	P	
Dwelling <u>Unit</u> Above Commercial (Exception: One handicapped accessible dwelling unit is permitted on the ground floor in a commercial building containing more than 4 and less than 13 dwelling units above the commercial units.)	P	<u>Owner occupied.</u> 600 square foot minimum per unit
<u>Rental Dwelling Unit Above Commercial (Exception: One handicapped accessible dwelling unit is permitted on the ground floor in a commercial building containing more than 4 and less than 13 dwelling units above the commercial units.)</u>	<u>P</u>	<u>See Chapter 169.15 for restrictions.</u> <u>600 square foot minimum per unit</u>

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TABLE 168.06-B – C-1-B ZONE USES

P = Permitted, C = Conditional, A = Accessory, N = Not Allowed

Land Use		Notes
Appliance Stores	P	Sales, repair and service
Bakery Goods Shops	P	
Banks	P	
Barbershops	P	
Bed and Breakfast	P	
Bicycle Shops	P	Sales, repair and service
Boardinghouses	P	
Book or Stationery Stores	P	
Bowling Alleys	P	
Cabinetry Sales, kitchen, bath, etc.	P	
Cable Communication Stations	P	
Cafes	P	
Clinics, Health	P	
Clothing or Wearing Apparel and Accessory Stores	P	
Coffee Houses	P	
Coin Operated Laundries	P	
Community Buildings	P	
Confectionery/Candy Stores	P	
Contractor Sales and Service	P	
Convenience Stores with Gas Pumps	P	
Country Clubs	P	
Craft and Hobby Stores	P	

Custodial Homes	P	
Daycare, Group	P	
Department Stores	P	
Dressmaking, Tailoring, Alterations	P	
Drugstores	P	
Dry Cleaning and Laundry Collection	P	
Dry Cleaning and Laundry Processing	P	
Dwelling Unit Above Commercial (Exception: One handicapped accessible dwelling unit is permitted on the ground floor in a commercial building containing more than 4 and less than 13 dwelling units above the commercial units.)	P	Owner occupied. 600 square foot minimum per dwelling unit
Rental Dwelling Unit Above Commercial (Exception: One handicapped accessible dwelling unit is permitted on the ground floor in a commercial building containing more than 4 and less than 13 dwelling units above the commercial units.)	P	See Chapter 169.15 for restrictions. 600 square foot minimum per unit

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TABLE 168.06-E – C-3 ZONE USES

P = Permitted, C = Conditional, A = Accessory

Land Use		Notes
Bakery Goods Shops	P	
Banks, Credit Unions and other financial institutions	P	
Barbershops, Beauty Salons, Hairstyling Establishments	P	
Bicycle Shops	P	
Book and Stationery Stores	P	
Cafés	P	
Clinics, Health	P	
Clothing or Wearing Apparel and Accessory Stores	P	
Coffee Houses	P	
Community Buildings	P	
Confectionery and Candy Stores	P	
Craft and Hobby Stores	P	
Day Care, Group	C	
Department Stores	P	
Dressmaking, Tailoring, Alterations Shops	P	
Drug Stores	P	
Dry Cleaning and Laundry Establishments	P	
Dwelling Above Commercial	C	Owner occupied. 1,000 square foot minimum per dwelling unit
Rental Dwelling Unit Above Commercial (Exception: One handicapped accessible dwelling unit is permitted on the ground floor in a commercial building containing more than 4 and less than 13 dwelling units above the commercial units.)	C	See Chapter 169.15 for restrictions. 600 square foot minimum per unit

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SECTION 3. AMENDMENT. Chapter 169, "Zoning Code – Development Regulations," of the North Liberty Code of Ordinances (2015) is hereby amended by adding new Section 169.15 to read as follows:

169.15. RENTAL HOUSING UNIT OCCUPANCY LIMITS

Cities' ability nationwide to control resident density has traditionally been accomplished through limitations on the number of non-family members living together, contemplated and utilized to address a traditional familial living situation. However, effective January 1, 2018, state law prohibits the use of family definitions to control rental unit occupancy. If left unaddressed by this ordinance, that change would likely lead to fundamental negative impacts to residential areas in the City caused by overpopulation of existing units and uncontrolled density of persons in new units. Potential impacts include increased noise, increased traffic and parking congestion, and stress on sanitary sewer and garbage collection systems that are designed and operated to serve defined population densities. To address these impacts, the definition of "Dwelling unit," only when applied to rental housing units, means any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation, as required by this code, and additionally meets the following requirements:

1. Is occupied by no more than 3 adults in dwelling units up to 800 square feet in size, and up to 5 adults in dwelling units over 800 square feet in size; and
2. Is occupied by not more than 2 adults per bedroom; and
3. Has no more than 4 resident vehicles per unit; and
4. Provides enough parking spaces on the property to park all resident vehicles in spaces that meet code requirements including but not limited to size, location, and surfacing; and
5. Has a valid rental permit. See Chapter 146, "Housing Code," and Chapter 157, "Building Code."

Notes: "Adult" in this section is defined as any person over the age of 18.

"Resident Vehicle" means any vehicle owned or in use by any given tenant and parked at the rental unit.

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

SECTION 5. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____, 2017.

Second reading on _____, 2017.

Third and final reading on _____, 2017.

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Deleted: <#>Includes a minimum of 400 square feet of gross floor area, finished or unfinished, per person over the age of 18;¶
Includes a minimum of 100 square feet per bedroom;¶
Includes a minimum of one dedicated closet with each bedroom;¶
Is occupied by no more than two persons over the age of 18 per bedroom, applied across the entire unit and not applied to each bedroom individually;¶
Has no more than one parked vehicle per resident per 900 gross square feet, finished and/or unfinished, but in no case more than four total resident vehicles per unit; ¶
Incorporates enough parking spaces on the property to park all vehicles used by occupants in spaces that meet code requirements for required parking spaces;¶
Has no more than six persons over the age of 18 in residence over any three consecutive months; and¶
Holds a valid rental permit. See Chapter 146, "Housing Code," and Chapter 157, "Building Code."¶

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the North Liberty *Leader* on the _____ day of _____, 2017.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2017-11

AN ORDINANCE AMENDING CHAPTERS 167, 168, AND 169 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING DEFINITIONS IN THE ZONING CODE FOR CONSISTENCY WITH STATE LAW REGARDING RENTAL PROPERTIES

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

SECTION 1. AMENDMENT. Chapter 167, "Zoning Code - Definitions," of the North Liberty Code of Ordinances (2016) is hereby amended by amending or repealing specific definitions in Section 167.01 as follows:

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

"Dwelling, duplex" means a building designed or arranged to be occupied as two dwelling units.

"Dwelling, multiple-unit" means a building or portion thereof designed for occupancy as three or more independent units in which units may or may not share common entrances and/or other spaces. Individual dwelling units may be owned as condominiums or offered for rent.

(this term is nowhere else in the ordinance) "Dwelling, single-unit" means a detached dwelling unit with kitchen and sleeping facilities, designed for occupancy as one dwelling unit.

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

"Dwelling Unit, Rental" means any "Dwelling Unit" as defined herein for which the owner permits, provides or offers possession or occupancy by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land. Occupancy requirements for Rental Dwelling Units are different from non-rental Dwelling Units, and those requirements are found in Chapter 169.15.

"Occupancy" means the fact or condition of holding, possessing, or residing in or on a property.

"Owner" means any person, agent, operator, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

SECTION 2. AMENDMENT. Chapter 168, "Zoning Code – Zoning District Regulations," of the North Liberty Code of Ordinances (2015) is hereby amended by amending Table 168.01-A, Section 168.02

(including tables); Section 168.03 (including tables); Section 168.04 (including tables); and Section 168.06 (including tables) to read as follows:

TABLE 168.01-A – ID ZONE USES

P = Permitted, C = Conditional, A = Accessory, N/A = Not Allowed

Land Use		Notes
Single Dwelling Unit Buildings	P	Owner occupied
Single Rental Dwelling Unit Buildings	P	See Chapter 169.15 for restrictions

168.02 RS ZONES – SINGLE-UNIT RESIDENCE DISTRICTS.

1. Defined. Allowable RS Zone uses are:

A. RS-3 Single-Unit Residence District. The RS-3 Single-Unit Residence District is intended to provide and maintain low-density single-unit residential neighborhoods with a minimum lot size of 15,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

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

C. RS-6 Single-Unit Residence District. The RS-6 Single-Unit Residence District is intended to provide for and maintain moderate density single-unit residential neighborhoods with a minimum lot size of 7,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

D. RS-7 Single-Unit Residence District. The RS-7 Single-Unit Residence District is intended to provide for and maintain moderate to high-density single-unit residential neighborhoods with a minimum lot size of 6,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.....

E. RS-8 Single-Unit Residence District. The RS-8 Single-Unit Residence District is intended to provide for and maintain moderate to high-density single-unit residential neighborhoods with a minimum lot size of 5,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations. The use of the RS-8, Single-Unit Residence District shall be limited to the existing RS-8 Zones within the City, primarily designated as the original town of North Liberty bounded by Zeller Street, Dubuque Street, Penn Street, and Stewart Street. The use of the RS-8 Zoning

District for any new development within the City is discouraged as being incompatible with the desired design standards for the City.

F. RS-9 Single-Unit Residence District. The RS-9 Single-Unit Residence District is intended to provide for and maintain high-density single-unit residential neighborhoods with a minimum size of 4,500 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

G. RS-O, Single-Unit Residential Special Use District. The RS-O, Single-Unit Residential Special Use District is intended to be limited in use and will only be used for those special situations where the establishment of this district will not alter the essential character of any residential district in which it could be placed, and will, in addition, require that any land owner desiring to establish this district shall enter into a written agreement with the City to abide by such terms and conditions as required by the City.

- (1) Use Regulations. An existing single-Unit dwelling in the RS-O District will be permitted to be used as a professional office in said dwelling.....

TABLE 168.02-A - RS ZONES USES

P = Permitted, C = Conditional, A = Accessory, N = Not Allowed

Land Uses		Notes
Community Buildings	P	Owned or operated by public or private agencies or organizations. Not commercial.
Country Clubs	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Dog Runs, Keeping of Small Animals	A	See Section 169.06
Emergency Shelters	A	
Family Homes	P	Minimum separation of ¼ mile between family homes.
Food Pantry	C	Only if accessory to places of worship. See Section 169.06 of this code.
Garden Houses	A	See Section 169.06
Golf Courses	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Group Daycare Homes	P	Subject to annual licensing. See specific code section.
Home Occupations	A	
Home Occupation Daycares	P	Subject to issuance of a zoning certificate. See specific code section.

Parks	P	Owned or operated by public or private agencies or organizations. Not Commercial.
Parochial or Private Schools	P	Curricula similar to public schools; no boarding
Places of Worship	P	
Playgrounds	P	Owned or operated by public or private agencies or organizations. Not commercial.
Pre-School	C	Must provide a minimum of 100 square feet of open play space per child.
Private Garages	A	See Section 169.06
Private Greenhouses / Plant Nurseries	A	See Section 169.01
Private Swimming Pools	A	
Public Schools	P	
Single-Dwelling Unit Buildings	P	Owner occupied.
Single Rental Dwelling Unit Buildings	P	See Chapter 169.15 for restrictions
Storage Shed	A	See Section 169.06
Temporary Construction Buildings	A	
Tennis Courts	P	
Utility and Service Uses	P	

TABLE 168.02-B - RS-3 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Dwelling Unit Buildings, Family Homes	50 feet	100 feet	15,000 square feet	25 feet	10 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	100 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories

Tennis Courts, Parks	50 feet	100 feet	15,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-C – RS-4 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Dwelling Unit Buildings, Family Homes	40 feet	80 feet	10,000 square feet	25 feet	10 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	50 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-D – RS-6 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Dwelling Unit Buildings, Family Homes	35 feet	70 feet	7,000 square feet	25 feet	8 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private	50 feet	100 feet	20,000 square feet	50 feet	30 feet	50 feet	35 feet or 2½ stories

Schools, Places of Worship, Nurseries, Daycare, Pre-School							
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-E – RS-7 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Dwelling Unit Buildings, Family Homes	35 feet	60 feet	6,000 square feet	20 feet	5 feet	25 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-F – RS-8 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Dwelling Unit Buildings, Family Homes	35 feet	60 feet	5,000 square feet	20 feet	5 feet	25 feet	35 feet or 2½ stories

Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.02-G – RS-9 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Dwelling Unit Buildings, Family Homes	35 feet	40 feet	4,500 square feet	25 feet	5 feet	25 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

168.03 RD ZONES – TWO-UNIT RESIDENCE DISTRICTS.

1. Defined. Allowable RD Zone uses are:

A. RD-8 Two-Unit Residence District. The RD-8 Two-Unit Residence district is intended to allow for attached single-unit dwellings joined together on a common boundary line with a common wall between the units. Minimum lot size is 10,000 square feet with a minimum of 5,000 square feet per unit. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

B. RD-10 Two-Unit Residence District. The RD-10 Two-Unit District is intended to allow for attached single-unit dwellings joined together on a common boundary line with a common wall between the units. Minimum lot size is 9,000 square feet with a minimum of 4,500 square feet per unit. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses. Commercial uses are limited to allowable home occupations.

2. Use Regulations. Principal and accessory uses permitted in the RD Zone – Two-Unit Residence Districts are prescribed in Table 168.03-A.

3. Bulk Regulations. The minimum area, setback, density, and maximum height restrictions are as prescribed in the following Tables:

RD-8 – Table 168.03-B

RD-10 – Table 168.03-C

4. Accessory Uses. Accessory uses are permitted subject to the provisions of Section 169.06.

5. Home Occupations. Home occupations are permitted subject to the provisions of Section 170.01.

6. Off-Street Parking. Off-street parking shall be provided according to the provisions of Section 169.01.

7. Signs. Signs shall be permitted according to the provisions of Chapter 173.

TABLE 168.03-A – RD ZONE USES

P = Permitted, C = Conditional, A = Accessory, N = Not Allowed

Land Use		Notes
Community Buildings	P	Owned or operated by public or private agencies or organizations. Not commercial.
Country Clubs	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Dog Runs, Keeping of Small Animals	A	See Section 169.06
Duplex	P	
Emergency Shelters	A	See Section 169.06
Family Homes	P	Minimum separation of ¼ mile between family homes
Food Pantry	C	Only if accessory to places of worship. See Section 169.06 of this code.
Garden Houses	A	See Section 169.06
Golf Courses	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Group Daycare Homes	P	Subject to annual licensing. See specific code section.

Home Occupations	A	See Section 170.01
Home Occupation Daycares	P	Subject to issuance of a zoning certificate. See specific code section.
Parks	P	Owned or operated by public or private agencies or organizations. Not commercial.
Parochial or Private Schools	P	Curricula similar to public schools; no boarding
Places of Worship	P	
Playgrounds	P	Owned or operated by public or private agencies or organizations. Not commercial.
Pre-School	C	Must provide a minimum of 100 square feet of open play space per child
Private Garages	A	See Section 169.06
Private Greenhouses / Plant Nurseries	A	See Section 169.06
Public Schools	P	
Storage Shed	A	See Section 169.06
Temporary Construction Buildings	A	See Section 169.06
Tennis Courts	A	See Section 169.06
Two-Dwelling Unit Buildings	P	Owner occupied.
Two Rental Dwelling Unit Buildings	P	See Chapter 169.15 for restrictions pertaining to each unit.
Utility and Service Uses	P	

TABLE 168.03-B - RD-8 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Two Dwelling Unit Buildings	40 feet	100 feet	10,000 square feet; 5,000 per dwelling unit	25 feet	10 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public,	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories

Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School							
Tennis Courts, Parks	35 feet	100 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.03-C – RD-10 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Two Dwelling Unit Buildings	35 feet	80 feet	9,000 square feet; 4,500 per dwelling unit	25 feet	10 feet	30 feet	35 feet or 2½ stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	40 feet	80 feet	10,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

168.04 RM ZONES – MULTI-UNIT RESIDENCE DISTRICTS.

1. Defined. Allowable RM Zone uses are:

A. RM-4 Multi-Unit Residence District. The RM-4 Multi-Unit Residence District is intended to provide and maintain low-density, multiple-unit housing residential neighborhoods with a maximum density of approximately four (4) units per acre. The minimum lot size is 21,780 square feet and the minimum lot area per dwelling unit is 10,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses.

B. RM-6 Multi-Unit Residence District. The RM-6 Multi-Unit Residence District is intended to provide and maintain low-density, multiple-unit housing residential neighborhoods with a maximum density of approximately six (6) units per acre. The minimum lot size is 21,780 square feet and the minimum lot area per dwelling unit is 7,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses.

C. RM-8 Multi-Unit Residence District. The RM-8 Multi-Unit Residence District is intended to provide and maintain medium-density, multiple-unit housing residential neighborhoods with a maximum density of eight (8) units per acre. The minimum lot size is 21,780 square feet and the minimum lot area per dwelling unit is 5,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses.

D. RM-12 Multi-Unit Residence District. The RM-12 Multi-Unit Residence District is intended to provide and maintain medium-density, multiple-unit housing residential neighborhoods with a maximum density of twelve (12) units per acre. The minimum lot size is 21,780 square feet and the minimum lot area per dwelling unit is 3,500 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is to protect these residential areas from encroachment of incompatible uses.

E. RM-21 Multi-Unit Residence District. The RM-21 Multi-Unit Residence District is intended to provide and maintain high-density, multiple-unit housing residential neighborhoods with a maximum density of twenty-one (21) units per acre. The minimum lot size is 21,780 square feet and the minimum lot area per dwelling unit is 2,000 square feet. The district shall include appropriate neighborhood facilities such as public parks, libraries, schools, churches, and recreational facilities, and is intended to protect these residential areas from encroachment of incompatible uses.

2. Use Regulations. Principal and accessory uses permitted in the RM Zone – Multi-Unit Residence Districts are prescribed in Table 168.04-A.

TABLE 168.04-A - RM ZONE USES

P = Permitted, C = Conditional, A = Accessory, N = Not Allowed

Land Use		Notes
Community Buildings	P	Owned or operated by public or private agencies or organizations. Not commercial.
Country Clubs	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.
Daycare, Group	P	Must provide a minimum of 100 square feet of open play space per child.
Emergency Shelters	A	
Food Pantry	C	Only if accessory to places of worship. See Section 169.06 of this code.
Golf Courses	P	Except miniature golf courses and commercial driving ranges. No parking allowed in required front yard.

Multiple Dwelling Unit Buildings	P	Owner occupied units
Multiple Rental Dwelling Unit Buildings	P	See Chapter 169.15 for restrictions pertaining to each unit.
Nursing Homes	P	
Parks	P	Owned or operated by public or private agencies or organizations. Not commercial.
Parochial or Private Schools	P	Curricula similar to public schools; no boarding.
Places of Worship	P	
Playgrounds	P	Owned or operated by public or private agencies or organizations. Not commercial.
Pre-School	P	Must provide a minimum of 100 square feet of open play space per child.
Private Garages	A	See Section 169.06
Private Swimming pools	A	See Section 169.06
Public Schools	P	
Public Swimming Pool	P	Owned or operated by public or private agencies or organizations. Not commercial.
Recreation Buildings	A	
Storage Shed	A	See Section 169.06
Temporary Construction Buildings	A	
Tennis Courts	P	Owned or operated by public or private agencies or organizations. Not commercial.
Utility and Service Uses	P	

TABLE 168.04-B - RM-4 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Multiple Dwelling Unit Buildings	75 feet	100 feet	21,780 square feet; 10,000 per dwelling unit	45 feet	20 feet	35 feet	40 feet or 3 stories

Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	100 feet	100 feet	20,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.04-C – RM-6 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Multiple Dwelling Unit Buildings	75 feet	100 feet	21,780 square feet; 7,000 per dwelling unit	45 feet	20 feet	35 feet	40 feet or 3 stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	100 feet	100 feet	20,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.04-D – RM-8 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement	Minimum Yard Requirement
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	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Multiple Dwelling Unit Buildings	75 feet	100 feet	21,780 square feet; 5,000 per dwelling unit	45 feet	20 feet	35 feet	40 feet or 3 stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	100 feet	100 feet	20,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.04-E – RM-12 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Multiple Dwelling Unit Buildings	50 feet	80 feet	21,780 square feet; 3,500 per dwelling unit	35 feet	15 feet	35 feet	40 feet or 3 stories
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories

Tennis Courts, Parks	100 feet	100 feet	14,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	

TABLE 168.04-F – RM-21 BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Multiple Dwelling Unit Buildings	50 feet	80 feet	21,780 square feet; 2,000 per dwelling unit	25 feet*	10 feet*	30 feet	65 feet or 5 stories*
Community Buildings, Country Clubs, Public, Parochial or Private Schools, Places of Worship, Nurseries, Daycare, Pre-School	50 feet	100 feet	20,000 square feet	50 feet	20 feet	50 feet	35 feet or 2½ stories
Tennis Courts, Parks	100 feet	100 feet	14,000 square feet	30 feet	20 feet	30 feet	35 feet or 2½ stories
Golf Courses	300 feet	300 feet	65 acres	NA	NA	NA	
* An additional foot of front yard depth and side yard width is required for every foot of building height over 45 feet.							

TABLE 168.06-A – C-1-A ZONE USES

P = Permitted, C = Conditional, A = Accessory, N = Not Allowed

Land Use		Notes
Appliance Stores	P	Sales, repair and service
Bakery Goods Shops	P	
Banks	P	
Barbershops or Beauty Parlors	P	
Bicycle Shops	P	Sales, repair and service

Boardinghouses	C	
Book or Stationery Stores	P	
Cabinetry Sales, kitchen, bath, etc.	P	
Cafés	P	
Clinics	P	
Clothing or Wearing Apparel and Accessory Stores	P	
Coffee Houses	P	
Coin Operated Laundries	P	
Community Buildings	P	
Confectionery/Candy Stores	P	
Craft Stores	P	
Custodial Homes	P	
Daycare, Group	P	Must provide a minimum of 100 square feet of open play space per child
Department Stores	P	
Dressmaking, Tailoring, Alterations	P	
Drugstores	P	
Dry Cleaning and Laundry Collection	P	
Dry Cleaning and Laundry Processing	C	
Dry Goods / Notions Stores	P	
Dwelling Unit Above Commercial (Exception: One handicapped accessible dwelling unit is permitted on the ground floor in a commercial building containing more than 4 and less than 13 dwelling units above the commercial units.)	P	Owner occupied. 600 square foot minimum per unit
Rental Dwelling Unit Above Commercial (Exception: One handicapped accessible dwelling unit is permitted on the ground floor in a commercial building containing more than 4 and less than 13 dwelling units above the commercial units.)	P	See Chapter 169.15 for restrictions. 600 square foot minimum per unit

TABLE 168.06-B – C-1-B ZONE USES

P = Permitted, C = Conditional, A = Accessory, N = Not Allowed

Land Use		Notes
Appliance Stores	P	Sales, repair and service
Bakery Goods Shops	P	

Banks	P	
Barbershops	P	
Bed and Breakfast	P	
Bicycle Shops	P	Sales, repair and service
Boardinghouses	P	
Book or Stationery Stores	P	
Bowling Alleys	P	
Cabinetry Sales, kitchen, bath, etc.	P	
Cable Communication Stations	P	
Cafes	P	
Clinics, Health	P	
Clothing or Wearing Apparel and Accessory Stores	P	
Coffee Houses	P	
Coin Operated Laundries	P	
Community Buildings	P	
Confectionery/Candy Stores	P	
Contractor Sales and Service	P	
Convenience Stores with Gas Pumps	P	
Country Clubs	P	
Craft and Hobby Stores	P	
Custodial Homes	P	
Daycare, Group	P	
Department Stores	P	
Dressmaking, Tailoring, Alterations	P	
Drugstores	P	
Dry Cleaning and Laundry Collection	P	
Dry Cleaning and Laundry Processing	P	
Dwelling Unit Above Commercial (Exception: One handicapped accessible dwelling unit is permitted on the ground floor in a commercial building containing more than 4 and less than 13 dwelling units above the commercial units.)	P	Owner occupied. 600 square foot minimum per dwelling unit
Rental Dwelling Unit Above Commercial (Exception: One handicapped accessible dwelling unit is permitted on the ground floor in a commercial building containing more than 4 and less than 13 dwelling units above the commercial units.)	P	See Chapter 169.15 for restrictions. 600 square foot minimum per unit

TABLE 168.06-E – C-3 ZONE USES

P = Permitted, C = Conditional, A = Accessory

Land Use		Notes
Bakery Goods Shops	P	
Banks, Credit Unions and other financial institutions	P	
Barbershops, Beauty Salons, Hairstyling Establishments	P	
Bicycle Shops	P	
Book and Stationery Stores	P	
Cafés	P	
Clinics, Health	P	
Clothing or Wearing Apparel and Accessory Stores	P	
Coffee Houses	P	
Community Buildings	P	
Confectionery and Candy Stores	P	
Craft and Hobby Stores	P	
Day Care, Group	C	
Department Stores	P	
Dressmaking, Tailoring, Alterations Shops	P	
Drug Stores	P	
Dry Cleaning and Laundry Establishments	P	
Dwelling Above Commercial	C	Owner occupied. 1,000 square foot minimum per dwelling unit
Rental Dwelling Unit Above Commercial (Exception: One handicapped accessible dwelling unit is permitted on the ground floor in a commercial building containing more than 4 and less than 13 dwelling units above the commercial units.)	C	See Chapter 169.15 for restrictions. 600 square foot minimum per unit

SECTION 3. AMENDMENT. Chapter 169, "Zoning Code – Development Regulations," of the North Liberty Code of Ordinances (2015) is hereby amended by adding new Section 169.15 to read as follows:

169.15 RENTAL HOUSING UNIT OCCUPANCY LIMITS

Cities' ability nationwide to control resident density has traditionally been accomplished through limitations on the number of non-family members living together, contemplated and utilized to address a traditional familial living situation. However, effective January 1, 2018, state law prohibits the use of family definitions to control rental unit occupancy. If left unaddressed by this

ordinance, that change would likely lead to fundamental negative impacts to residential areas in the City caused by overpopulation of existing units and uncontrolled density of persons in new units. Potential impacts include increased noise, increased traffic and parking congestion, and stress on sanitary sewer and garbage collection systems that are designed and operated to serve defined population densities. To address these impacts, the definition of "Dwelling unit," only when applied to rental housing units, means any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation, as required by this code, and additionally meets the following requirements:

1. Is occupied by no more than 3 adults in dwelling units up to 800 square feet in size, and up to 5 adults in dwelling units over 800 square feet in size; and
2. Is occupied by not more than 2 adults per bedroom; and
3. Has no more than 4 resident vehicles per unit; and
4. Provides enough parking spaces on the property to park all resident vehicles in spaces that meet code requirements including but not limited to size, location, and surfacing; and
5. Has a valid rental permit. See Chapter 146, "Housing Code," and Chapter 157, "Building Code."

Notes: "Adult" in this section is defined as any person over the age of 18.

"Resident Vehicle" means any vehicle owned or in use by any given tenant and parked at the rental unit.

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

SECTION 5. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on November 28, 2017.

Second reading on _____, 2017.

Third and final reading on _____, 2017.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

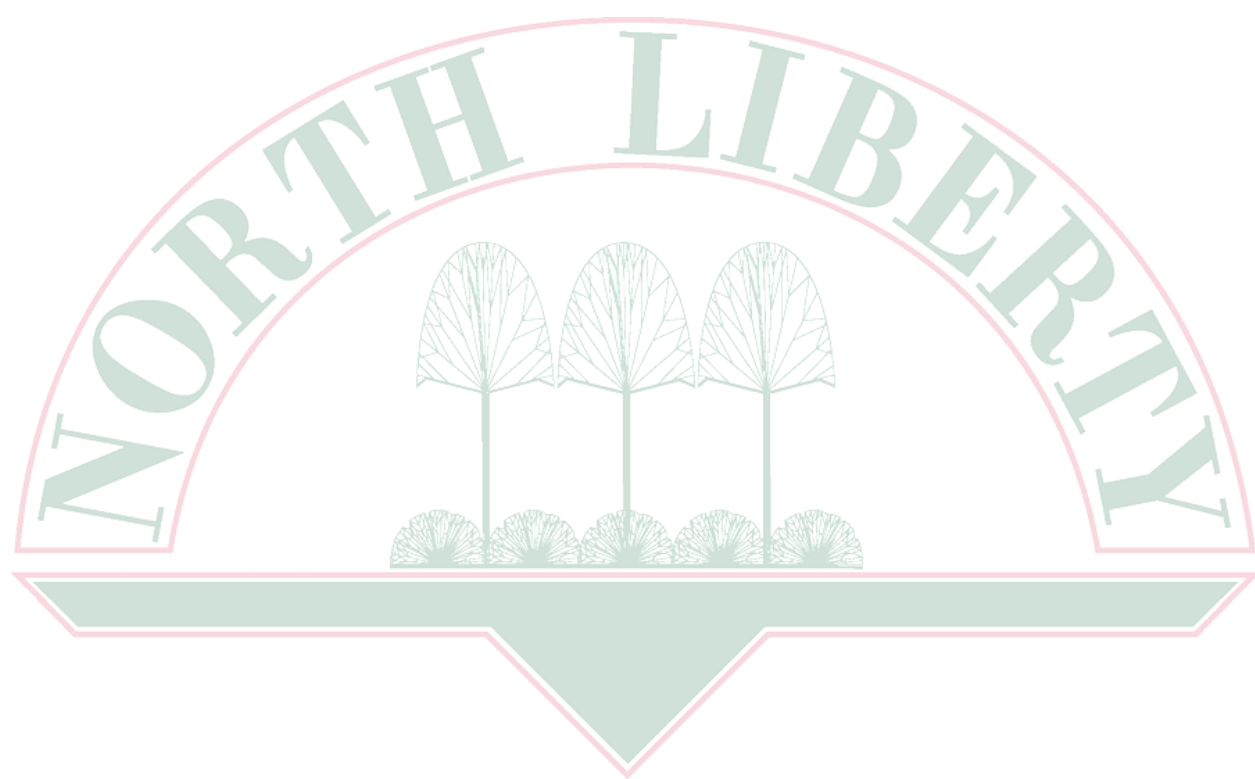
I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2017-11_ in the North Liberty *Leader* on the ____ day of _____, 20__.

TRACEY MULCAHEY, CITY CLERK

Living Word Church





Recommended for approval
by Planning Commission at
their regular meeting on
November 7, 2017.

November 2, 2017

Memo

To: North Liberty Planning Commission
From: Dean Wheatley, Planning Director
Subject: Rezoning Approval Request
(Lot 3, Inter-City Industrial Park Part 4)

Your North Liberty city staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:

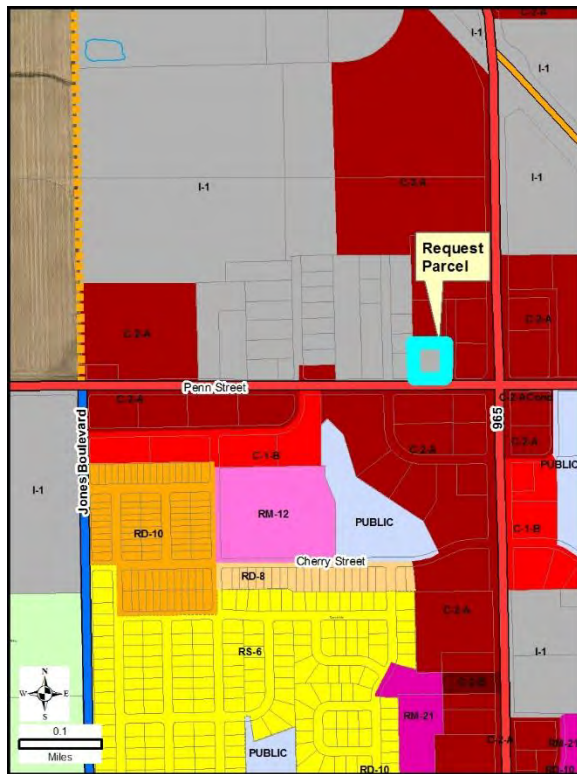
Ryan Heiar, City Administrator
Tracey Mulcahey, Assistant City Administrator
Tom Palmer, City Building Official
Scott Peterson, City Attorney
Kevin Trom, City Engineer
Dean Wheatley, Planning Director

This is a request from Living Word Community Church to approve a rezoning from I-1 to C-2-A for a lot located at the northwestern corner of W Penn Street and Meade Drive. A Good Neighbor meeting was held on September 28 to allow any interested party an opportunity to comment on this rezoning prior to submission, and no one attended.

This rezoning would a wide variety of commercial uses on the 1.11 acre lot, which currently contains the Living Word Church in a building constructed in 2001. The property is being rezoned consistent with that of the vacant lot immediately to the north, so that the two can be further developed as one zoning lot.

The Land Use Plan for this area indicates a preference for commercial development.

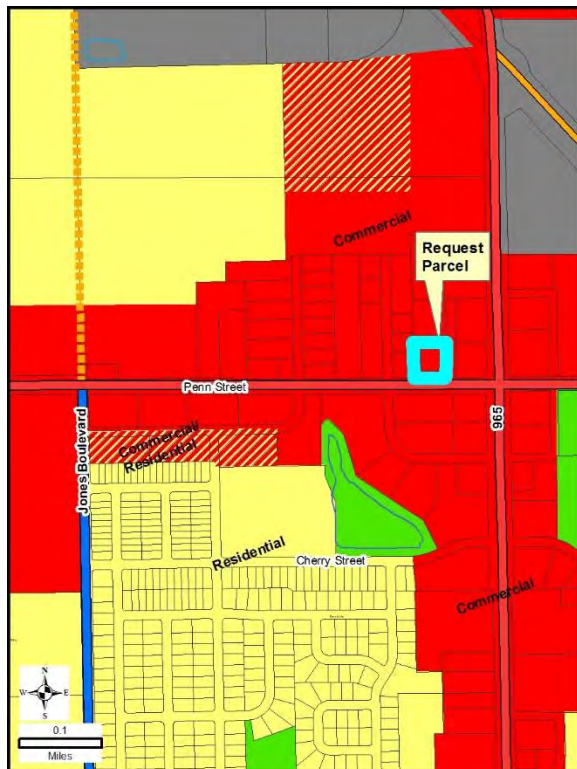
Existing surrounding land uses include the Station convenience store to the east across Meade Drive, a multi-tenant commercial building to the south across Penn Street, and a car wash adjacent to the west.



Zoning in Area



Aerial Photo



Land Use Plan in Area

Land Use Plan policies related to this request include the following sections, which address the nature of the proposal for multi-family expansion, and are generally contrary to the proposal.

- In order to maintain a strong economic and social base for North Liberty, growth and diversification are viewed as positive; however, this growth and diversification needs to be accomplished in an orderly, organized and coordinated fashion in order to preserve North Liberty's reputation for having a "small-town" family-friendly atmosphere. The City should pursue projects and guide growth in ways that will preserve and encourage the small city character while accommodating additional, orderly development.
- Develop and implement a cohesive, efficient land use pattern that ensures compatibility, functional relationships, and complementary adjacent activities among land uses.
- Protect property values through logical placement of land uses and streets, through protection of natural features and through strong property maintenance regulations.
- Provide safe, convenient, attractive and accessible commercial and industrial development that is viable and responsive to the needs of the

- community and surrounding market area.
- Locate highway commercial development in areas of high traffic counts.
- Appropriately plan for the development of commercial properties in the critical I-380, Highway 965, and Penn Street corridors.

In rezoning considerations, *suitability* and *compatibility* are key issues in addition to land use policy, while specifics of proposed development are managed through site plan and plat review. Addressing those decision points:

Suitability of Property:

The property is flat and rectangular, utilities are available and connected to the existing building, and there are no known impediments to commercial development.

Compatibility with Existing and Planned Uses:

The proposal straightens a currently-irregular zoning district line and provides for commercial zoning in an area zoned and developed for commercial uses. It is more compatible with existing uses and with surrounding zoning than the current zoning.

Staff recommends approval of the rezoning request.

Ordinance No. 2017-12

**AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH
LIBERTY CODE OF ORDINANCES BY AMENDING THE USE
REGULATIONS ON PROPERTY OWNED BY FIJC LLC LOCATED
IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE
MUNICIPAL CODE FOR THE C-2-A COMMERCIAL ZONING
DISTRICT**

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

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

REZONE FROM I-1 TO C-2-A

LOT 3 OF INTER-CITY INDUSTRIAL PARK – PART FOUR TO NORTH LIBERTY, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 41, AT 39 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER’S OFFICE. SAID REZONING PARCEL CONTAINS 48,537 SQUARE FEET, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

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

SECTION 3. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on November 28, 2017.

Second reading _____

Third and final reading _____

CITY OF NORTH LIBERTY:

ATTEST:

TERRY L. DONAHUE, MAYOR

TRACEY MULCAHEY, CITY CLERK

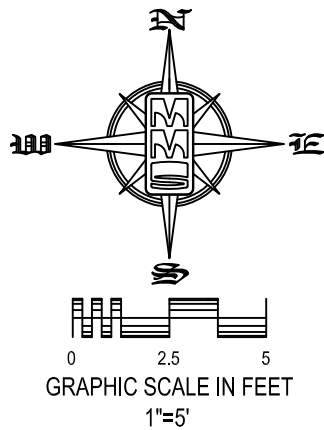
I certify that the forgoing was published as Ordinance No. 2017-12 in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK

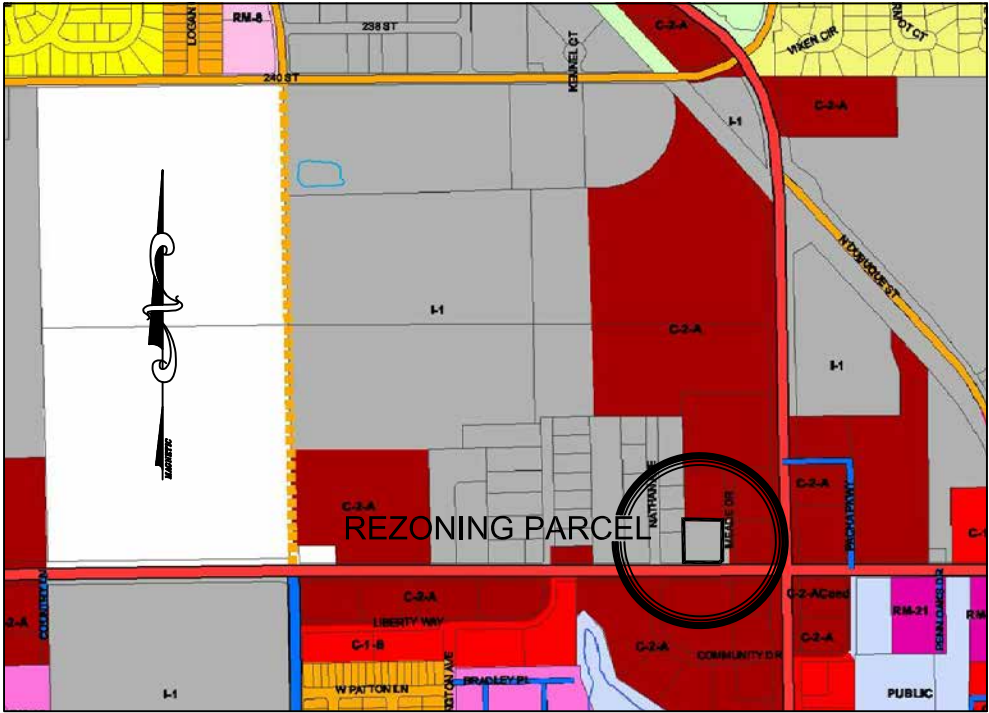
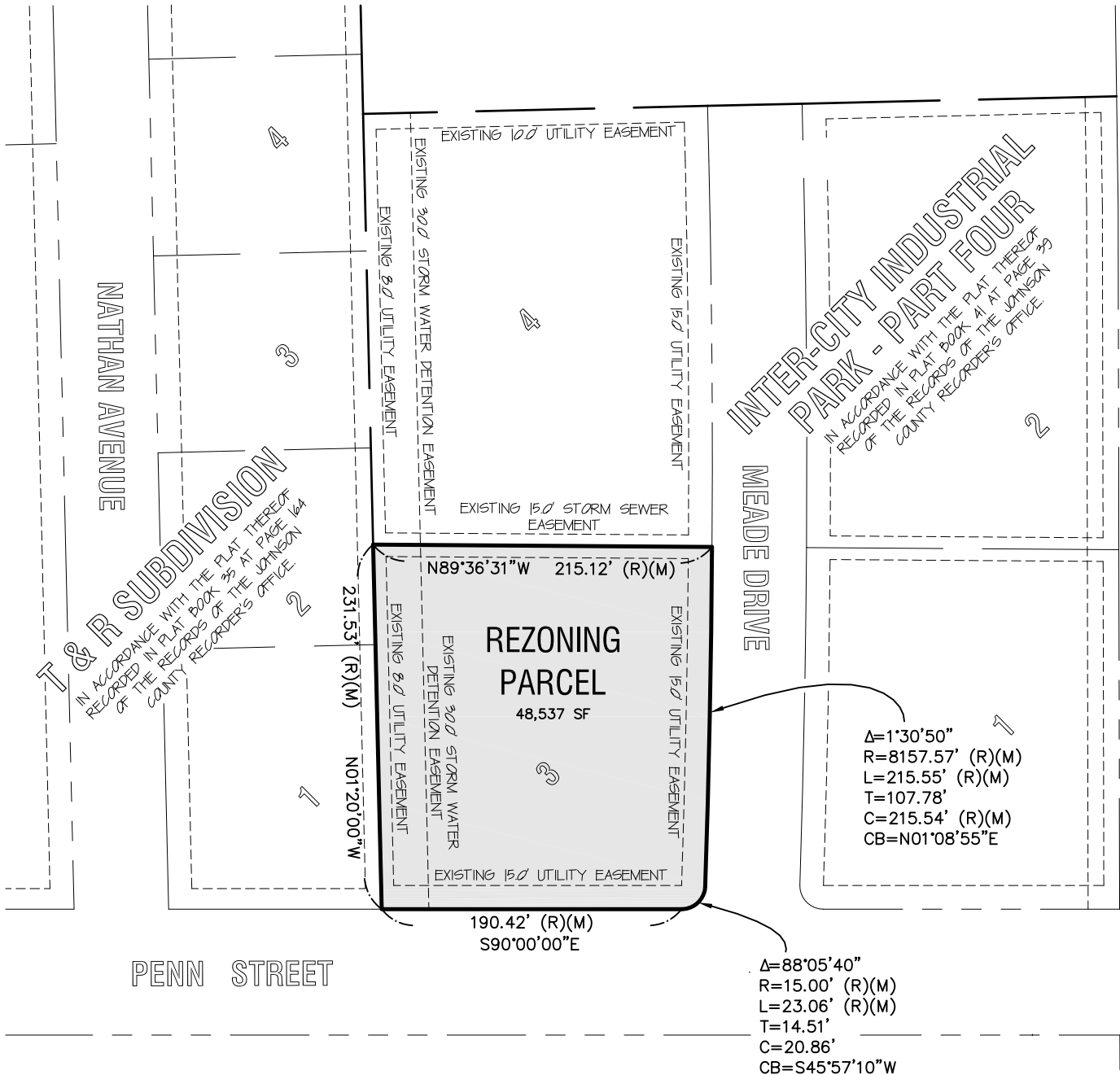
REZONING EXHIBIT

LOT 3 OF INTER-CITY INDUSTRIAL PARK - PART FOUR

NORTH LIBERTY, JOHNSON COUNTY IOWA



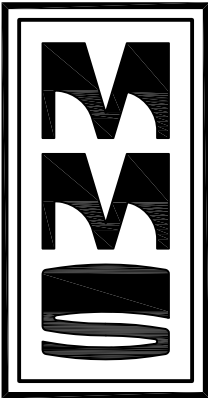
LEGEND AND NOTES	
	PROPERTY &/or BOUNDARY LINES
	CONGRESSIONAL SECTION LINES
	RIGHT-OF-WAY LINES
	CENTER LINES
	LOT LINES, INTERNAL
	LOT LINES, PLATTED OR BY DEED
	EASEMENT LINES, WIDTH & PURPOSE NOTED
	EXISTING EASEMENT LINES, PURPOSE NOTED
(R)	RECORDED DIMENSIONS
(M)	MEASURED DIMENSIONS
C22-1	CURVE SEGMENT NUMBER
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS	



LOCATION MAP NOT TO SCALE

REZONING DESCRIPTION - I-1 TO C-2-A

LOT 3 OF INTER-CITY INDUSTRIAL PARK - PART FOUR TO NORTH LIBERTY, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 41 AT 39 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER' OFFICE. SAID REZONING PARCEL CONTAINS 48,537 SQUARE FEET, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

Date	Revision
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REZONING
EXHIBIT

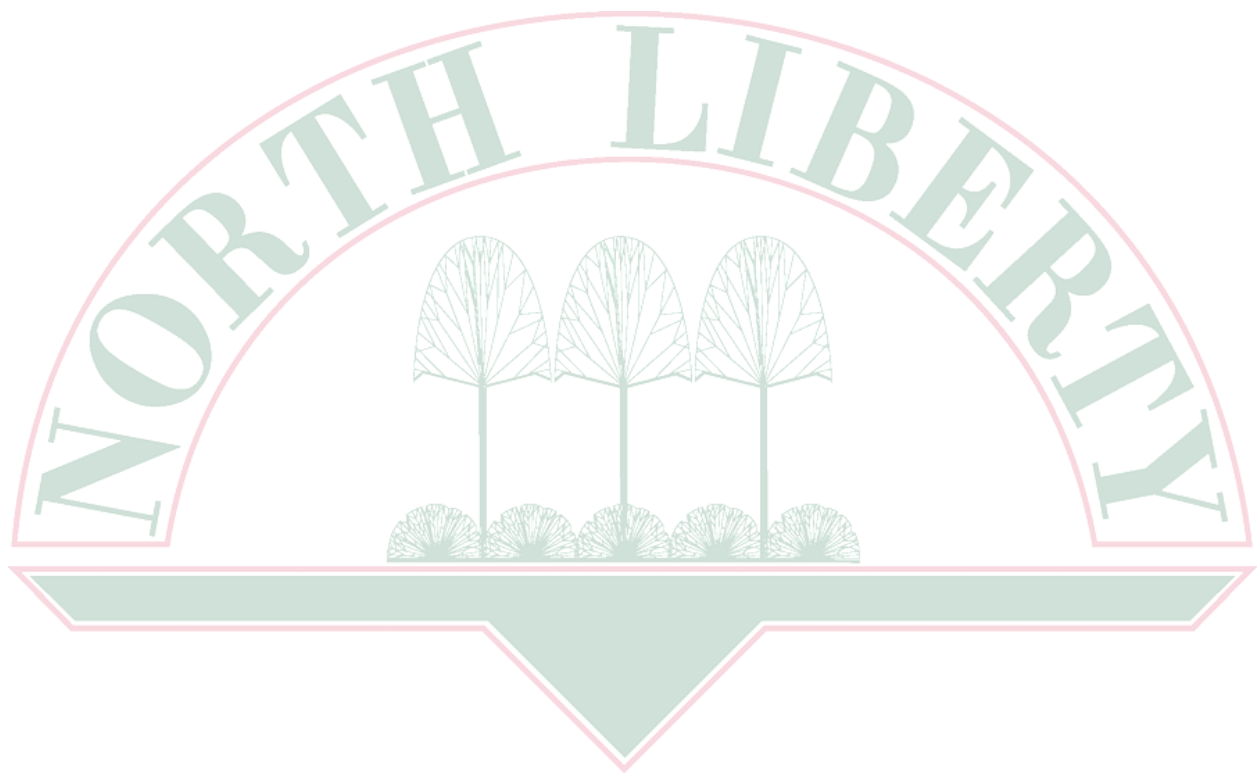
LOT 3 OF INTER-CITY
INDUSTRIAL PARK -
PART FOUR

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	10-02-2017
Designed by:	Field Book No:
KJB	227
Drawn by:	Scale:
RLW	1"=100'
Checked by:	Sheet No:
GDM	1
Project No:	of:
IC 6385-043	1

Iowa Offset Program





Overview of Statewide Offset Program

Section 8A.504 of the Code of Iowa provides for the offset of payments made by State of Iowa agencies to satisfy liabilities owed to Iowa government agencies. The Director of the Department of Administrative Services (DAS) is given the authority to coordinate with other government agencies to participate in the program. House File 2705 allowed DAS/SAE to expand the Offset Programs to include political subdivisions. Nearly all payments made by the State are subject to offset.

The Offset Program will collect only debt that is owed to Iowa government agencies. The offset staff will work only with Iowa government employees. We will not work with outside collection agencies.

Once debt occurs, the offsetting agency must in good faith attempt to collect the debt from the entity. Generally one or two letters with the intent upon recovery of debt must occur. The offsetting agency must also provide the debtor an opportunity to challenge placement of debt in the offset program (see Iowa Administrative Code 11-40.3(4)). Due diligence should be documented and retained by the offsetting agency. If resolution of the debt does not occur, and the debt is at least \$50, the agency may then include the liability with the Statewide Offset Program.

During Fiscal Year 2017 all applications of Income Offset brought in \$45.7 million for over 500 different agencies, bureaus of state government and political subdivisions in Iowa. These include child support recovery, Regents institutions and many other offsetting agencies.

Participating Requirements

All agencies participating in the Offset Program must sign a “Memorandum of Understanding” and provide DAS with a liability file. The offsetting agency determines who they place on the offset debtor file; however, only debts that are legally enforceable may be placed in the offset program (see Iowa Administrative Code 11-40.3(3)). The information on the liability file must include the person or vendor name, taxpayer identification number (federal identification number or social security number), amount of liability, and the date in which the debt was incurred. This information may be added to the outstanding liability file by submitting an electronic file containing all of the qualifying debts or the offsetting agency can manually enter the debt on the Offset Debtor File. Once placed on the offset debtor file, matches can come from tax refunds, vendor payments, Great Iowa Treasure Hunt, Iowa Lottery and casino winnings.

When a tax match occurs the offsetting agency gets a fax from the Offset Program showing all matches. When a vendor match occurs the offsetting agency gets an email notification. Once the offsetting agency is notified by DAS that there is a match, the offsetting agency shall send notification to the debtor within ten calendar days from the date the agency was notified by DAS of a potential offset.

This notification must include the following:

- The agency’s right to the payment in question.
- The agency’s right to recover the payment through this offset procedure.
- The basis of the agency’s case in regard to this debt.
- The right of the debtor to request a split of the payment between parties when the payment in question is jointly owned or otherwise owned by two or more persons (i.e., tax refund).
- The debtor’s right to appeal the offset and the procedure to follow in that appeal.
- The agency or division and a phone number for the debtor to contact in case of questions. Once the offset has been completed, the offset agency must notify the debtor of the action taken along with the balance, if any, still due to the offsetting agency.

Each offsetting agency must have an Appeal Process in place that a vendor/taxpayer can use if they wish to protest the existence or the amount of the debt. The offsetting agency has 45 days from the date of a match to complete the offset process.

A seven dollar offset fee is charged by the Offset Program each time funds are offset from a payment.

In accordance with 8A.504 of the Code of Iowa, below is a summary of how the liabilities are prioritized in the event there is more than one agency requesting an offset:

- 1.) Taxes
 - 2.) Child Support
 - 3.) Judicial
 - 4.) College Aid
 - 5.) Overpayments-DIA/DHS
- Last – All other Debts-prioritized on the date the liability was listed with DAS/SAE

A participating agency must update their debtor file submitted to DAS when the status of a debt changes. Change in status may come from payment of the debt, invalidation of the liability, alternate payment arrangements with the debtor, bankruptcy or other factors.

Vendor offset money is sent out daily and tax offset money is sent to the offsetting agencies once a month.

The offset process is relatively easy, with all of the control on whether to keep or release a match kept at the offset agency level. If you have questions about the Offset Program you may contact us at offsets@iowa.gov.

For additional information regarding the Offset Program, please refer to Section 8A.504 of the Iowa Code and 11—40 of the Iowa Administrative Code.

MEMORANDUM OF UNDERSTANDING
between
The Iowa Department of Administrative Services
State Accounting Enterprise
and

for
Participation in the INCOME OFFSET PROGRAM

SECTION 1. Identity of the Parties. The parties to this Memorandum of Understanding (MOU) are the Iowa Department of Administrative Services, State Accounting Enterprise (DAS/SAE), and _____(Public Agency).

SECTION 2. Purpose. The purpose of this MOU is to set forth the terms and conditions between DAS/SAE and Public Agency for reimbursement of offsetting liabilities owed to Public Agency as authorized in **Iowa Code section 8A.504 and 11 Iowa Administrative Code (IAC) 40, et seq.**

SECTION 3. Eligibility. To be eligible for offset, both the debt (“debt” means the liability owed to the Public Agency by a member of the public), and the claim (“claim” means the liability owed by the Public Agency to a member of the public), shall be in the form of a liquidated sum due, owing and payable. All applicable remedies with regard to such a debt and claim must be exhausted or the time frame for exhaustion must have expired as a condition precedent for eligibility to participate in the offset program, provided in 11 IAC 40.3 (3).

SECTION 4. Compensation.

4.1 Fee. The parties agree that in exchange for participation in the offset program, DAS/SAE shall charge a fee of seven dollars (\$7.00) (the “fee”) to the Public Agency to which the debt is owed for each individual debt that is placed in the offset program. The fee is to recover costs incurred by DAS/SAE in administering the offset program.

4.2 Deduction when Debt is Offset. If a debt is offset by DAS/SAE under this program, the fee will be deducted from the gross proceeds collected through offset. The fee will be charged for each individual offset event related to an individual debt.

4.3 Billing upon Termination. Following written notice of termination of this MOU, as provided in Section 7 below, DAS/SAE shall be entitled to compensation. DAS/SAE shall submit an invoice and proof of claim to the Public Agency within sixty (60) days of the receipt of the written notice of termination as required under Section 7 below.

4.4 Fee Review. DAS/SAE shall periodically review the costs of administering the offset program. Per Section 9.2 of this MOU, proposed adjustments to the specified fee shall require an amendment.

SECTION 5. DAS/SAE's Responsibilities.

5.1 Offset of Debt. DAS/SAE shall offset liabilities owed to Public Agency by implementing an offset program for Public Agency, developed and managed by DAS/SAE in accordance with **Iowa Code chapter 8A** and **11 Iowa Administrative Rules 40**.

5.2 Compliance with AGA. DAS/SAE will comply with the Accountable Government Act, Iowa Code chapter 8E, in the performance of this MOU.

5.3 Refund of Balance after Offset. Before issuing an authorized payment to a debtor, DAS/SAE shall request verification of the claim pursuant to subrule 40.5. If notification is not made to DAS/SAE by the Public Agency within forty-five (45) days, the amount of the payment shall be released to the debtor or entity. DAS/SAE will apply the offset to the debt only after the Public Agency has notified the debtor as prescribed in subrule 40.4(4). DAS/SAE shall then refund any balance amount due from the Public Agency to the debtor or entity.

SECTION 6. Public Agency's Responsibilities.

6.1 Offset Eligibility Program. The Public Agency shall be responsible for developing and maintaining a system for reporting debts eligible for offset and any subsequent claims associated with those debts as required under Iowa Code section 8A.504 and 11 IAC chapter 40 to DAS/SAE at Public Agency's expense.

6.1.1 Minimum Debt Amount. Before a debt may be placed into the offset program, the amount of a debtor's original liability must be at least \$50, except when the source of the claim is a tax refund or tax rebate, in which case the debt may be as low as \$25.

6.1.2 Debtor's opportunity to challenge placement of debt in offset program. Before a debt may be placed into the offset program, the Public Agency must have:

- a.* Made a good faith effort to collect the debt through other means;
- b.* Provided the debtor advance notice that the debt will be placed in the offset program if not paid when due; and
- c.* Provided a formal or informal opportunity for the debtor to challenge placement of the debt into the offset program, as described in 11 IAC 40.3(4).

6.2 Formatting Requirements of Debtor Lists. The Public Agency shall provide the list of debtors it wishes to place into the offset program in a format and type prescribed by DAS/SAE.

6.3 Proof of Liability. Public agencies may only place debts into the offset program if the debts are legally enforceable. To establish enforceability the debt shall have been confirmed by mutual agreement of the parties or have been reduced to a final judgment or final agency determination that is no longer subject to appeal, certiorari, or judicial review, or has been affirmed through appeal, certiorari, or judicial review.

6.4 Notification of Changes. The Public Agency shall notify DAS/SAE within thirty (30) calendar days of any changes in the status of a debt to the state.

6.5 Semi-Annual Certification. The Public Agency shall provide on at least a semi-annual basis, certification of the liability file as prescribed by DAS/SAE.

6.6 Debtor Notification. The Public Agency shall comply with 11 IAC 40.4 when sending notifications to the debtor under this MOU which shall occur within ten (10) calendar days from the date Public Agency was notified by the DAS/SAE of a potential offset.

6.7 Payment of Residual Funds to Debtor. It is the responsibility of the Public Agency to reimburse the debtor for the difference between the amount of liability payable and the amount of the claim payable to the debtor.

6.8 Appeal Process. The Public Agency must provide an appeal process for debtors to challenge each offset after debtors are notified of a potential offset event. The appeal process shall include notice to the debtor and an opportunity for the debtor to contest the amount of the debt through a contested case procedure under Iowa Code chapter 17A or a substantially equivalent process, in accordance with Iowa Code section 8A.504(2)(f) and 11 IAC 40.4(6).

SECTION 7. Termination. This MOU shall remain in full force and effect until terminated or cancelled for convenience by written notice of the party wishing to cancel the MOU. Each party agrees to provide the other party with a sixty (60) day written notice of any intent to terminate this MOU. Either party may terminate without advance notice to the other at any time upon a material breach of the Agreement, or violation of Iowa Code section 8A.504 or 11 IAC chapter 40.

SECTION 8. Confidentiality of Information. Information shared between DAS/SAE and the Public Agency shall be deemed confidential pursuant to Iowa Code section 8A.504(2)(b) and shall be disclosed only to the extent necessary to sufficiently identify the debtor(s) liable to the public agency. Identifying information is to be used only for the purpose of participation in the offset program.

SECTION 9. MOU Administration.

9.1 Compliance with the Law. The parties, their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing services under this MOU, including without limitation, all laws applicable for the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The parties, their employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the activities performed under this MOU.

9.2 Amendments. This MOU may only be amended in writing by mutual consent of the parties. All amendments to this MOU must be in writing and fully executed by the parties.

9.3 Third Party Beneficiaries. There are no third party beneficiaries to this MOU. However, this MOU is intended to benefit the citizens and governments in the State of Iowa as well as DAS/SAE and Public Agency.

9.4 Assignment and Delegation. This MOU may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in Public Agency shall be considered an assignment.

9.5 Integration. This MOU represents the entire MOU between the parties regarding participation in the offset program. The parties shall not rely upon any representation that may have been made which is not included in this MOU.

9.6 Headings or Captions. The paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the paragraphs.

9.7 Supersedes Former Agreements. This MOU supersedes all prior Agreements between the parties for services regarding participation in the offset program.

9.8 Notice. Notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing which shall be addressed to each party as set forth as follows:

If to DAS/SAE:

Calvin McKelvogue, Chief Operating Officer
Department of Administrative Services – State Accounting Enterprise
1305 East Walnut Street
Hoover State Office Building, Level 3
Des Moines, IA 50319

If to Public Agency:

Authorized Representative

Mailing Address

City, State, Zip Code

If a party changes its designated person and/or address hereunder, such change shall be in writing as provided herein.

9.9 Severability. If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this MOU.

9.10 Non-Appropriation. In the event a non-appropriation, de-appropriation, or other legislative or gubernatorial action significantly impairs DAS/SAE's budget or ability to perform the terms of this agreement, DAS/SAE may immediately terminate this Agreement.

9.11 Indemnification. The following indemnification provisions shall apply to Public Agencies that are not agencies of the State of Iowa subject to Iowa Code chapter 669 and Iowa Code section 679A.19.

9.11.1 Public Agency agrees to defend, indemnify and hold DAS/SAE and the State of Iowa, its officers, employees and agents, harmless from any and all liabilities, damages, losses, demands, causes of action, claims, settlements, judgments, costs, expenses, and attorney fees, including a reasonable cost attributed to the services of the Attorney General, related to or arising from any violation of this Agreement, any negligent or intentional act or omission of Public Agency, its officers, employees, or agents, and any failure of Public Agency, its officers, employees, or agents to comply with all applicable local, state, and federal laws, rules, and regulations.

9.11.2 Consistent with Article VII, Section I of the Iowa Constitution, Iowa Code chapter 669, and other applicable law, DAS/SAE agrees to defend and indemnify Public Agency and hold Public Agency harmless against all losses, costs, damages, expenses, attorney fees, claims, demands, causes of action, judgments, and settlements arising out of the negligence or wrongful acts or omissions of DAS/SAE or its officers, employees or agents in the performance of this Agreement. DAS/SAE shall not defend, indemnify or hold harmless Public Agency or its officers, employees, or agents for any acts or omissions of any type attributable to Public Agency or its officers, employees, or agents.

Section 10. Execution

This MOU is fully executed by the following signatures:

IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES:

<hr/>	<hr/>
Janet E. Phipps Burkhead , Director	Date
Iowa Department of Administrative Services	

PUBLIC AGENCY:

<hr/>	<hr/>
Authorized Representative	Date
<hr/>	
Public Agency	
<hr/>	
Printed Name of Authorized Representative	
<hr/>	
Title	

Resolution No. 2017-138

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES STATE ACCOUNTING ENTERPRISE AND THE CITY OF NORTH LIBERTY, IOWA FOR PARTICIPATION IN THE INCOME OFFSET PROGRAM

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

WHEREAS, the City Council desires to enter into a Memorandum of Understanding for participating in the Iowa Income Offset Program, and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning participation in the Income Offset Program,

NOW, THEREFORE, BE IT RESOLVED that that the attached Memorandum of Understanding between the City of North Liberty and the Iowa Department of Administrative Services State Account Enterprise is hereby approved.

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

APPROVED AND ADOPTED this 12th day of December, 2017.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK



Income Offset Appeals Process

Effective

PURPOSE:

The purpose of this Policy is to establish procedures to be employed during the appeal of a proposed offset of an individual or entity indebted to the City under the Iowa Offset Program.

SCOPE:

This Policy shall apply in all situations where an individual or entity wishes to appeal the offset, by the City, of moneys owed the individual by the State of Iowa that have been held up for payment by the State of Iowa Offset Program pursuant to Chapter 8A of the Iowa Code.

PROCEDURE:

Upon the receipt of notice by the City, from the State Offset Program, of a “hit”, meaning that funds are owed by the State of Iowa to a person or entity whose name was submitted to the State by the City of North Liberty as owing money to the City, the City shall:

1. Notify the person/entity in writing at their last known address of the “hit” and of their right to request an appeal with the City of North Liberty.
2. In the event written notice of appeal is received the following appeal/hearing process will be followed:
 - a. The Appeal shall be heard by the City within fourteen (14) business days of the receipt of the written appeal.
 - b. An attempt will be made to work with the appellant to schedule the appeal hearing on a date and time that will work for them, however, all hearings will be held between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.
 - c. In the event that the appeal involves a City utility related billing, the appeal shall be heard by the City Administrator. After consideration of the testimony and/or evidence presented by the appellant a decision shall be made within three (3) business days with written notice of the decision being sent to the appellant by regular mail.
 - d. In the event that the appeal involves any other City related billing or debt, the appeal shall be heard by the City Administrator. After consideration of the testimony and/or evidence presented by the appellant a decision shall be made within three (3) business days with written notice of the decision being sent to the appellant by regular mail.

Resolution No. 2017-139

**A RESOLUTION APPROVING THE INCOME OFFSET
PROGRAM APPEALS PROCESS**

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

WHEREAS, the City Council has approved the City's participation in the Iowa Income Offset Program,

WHEREAS, a component of participation in the Income Offset Program is to have an appeals process for the offsets included in the program, and

WHEREAS, the proposed appeals process for the Income Offset Program is attached with staff recommendation for approval.

NOW, THEREFORE, BE IT RESOLVED that that the attached Income Offset Appeals Process for the Iowa Income Offset Program is hereby approved.

APPROVED AND ADOPTED this 12th day of December, 2017.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

Forevergreen Road Project



Return to and Prepared by

Form 634029 (03-17)

PURCHASE AGREEMENT

Parcel Number: 16 County: Johnson
Project Number: IMN-380-6(344)2--0E-52 Route Number: 380
Seller: Paul Allen Lang, a single person

THIS AGREEMENT entered into this _____ day of _____,
by and between, Seller and _____, acting for _____,
Buyer.

1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, in parts of the following: Part of Auditor's Parcel 95034 in Lot 2 of Chipman's 4th Subdivision, in the City of North Liberty, in the County of Johnson, State of Iowa, and more particularly described on page 5 including the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.
2. The Buyer agrees to pay, and the Seller agrees to grant, the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below:

Payment Amount	Agreed Performance	Date of Performance
\$3,080.00	On conveyance of title	60 days after Buyer approval
\$0.00	On surrender of possession	Immediate
	On possession and conveyance	
\$3,080.00	Total Lump-Sum Amount	

Breakdown	Ac/Sq. Ft.				
Land by fee title	N/A		Fence	N/A	rods woven
Underlying fee title	N/A		Fence	N/A	rods barbed
Permanent easement to Utilities of Record for utility purposes	2071	sq. ft.			


3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 319-626-5700.
4. The Seller warrants that there are no tenants on the premises holding under lease, except (none).
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2 and agrees to warrant good and sufficient title.
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to _____ an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. The Buyer agrees that any agricultural drain tiles that are located within the premises that are damaged or require relocation by highway construction shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes at no expense to the Seller. The Buyer has the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile, and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining it to restrain livestock.
8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, the Buyer will pay any remaining proceeds to the survivor of that joint tenancy, and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
10. The premises also includes all estates, rights, title, and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.
11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except (none).
12. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
14. The Sellers grant to the Buyer temporary easement for the purpose of shaping and constructing an entrance. The Right-of-Way Design Plot Plan, attached as a page 4 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
15. Buyer agrees to construct a type "C" entrance at Sta. 321+95.1

It is understood and agreed all other entrances within the construction limits not listed or allowed in this agreement will be eliminated.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

X Paul Allen Lang
Paul Allen Lang
1570 W Forevergreen Rd.
North Liberty, IA 52317

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>Iowa</u> }	<input checked="" type="checkbox"/> INDIVIDUAL
COUNTY OF <u>Johnson</u> } ss:	<input type="checkbox"/> CORPORATE
On this <u>6th</u> day of <u>November</u> A.D. <u>2017</u>	Title(s) of Corporate Officer(s):
before me, the undersigned, a notary public in and for said state, personally appeared <u>Paul A. Lang</u>	
<input type="checkbox"/> to me personally known; or	
<input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	<input type="checkbox"/> Corporate Seal is affixed
<u>Zach D. Engstrom</u> (Sign in ink)	<input type="checkbox"/> No Corporate Seal procured
<u>Zach D. Engstrom</u> (Print/type name)	<input type="checkbox"/> Limited Partnership
Notary Public in and for the State of <u>Iowa</u>	<input type="checkbox"/> General Partnership
My commission expires <u>August 10, 2018</u>	<input type="checkbox"/> ATTORNEY-IN-FACT
(NOTARIAL SEAL)	<input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s)
	<input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s)
	<input type="checkbox"/> Other:
	SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s)

BUYER'S APPROVAL	
Recommended by (Sign in ink): X <u>Scott Henning</u>	(Date) <u>11-14-2017</u>
(Printed Name): Scott Henning	
Approved by (Sign in ink): X _____	(Date)
(Printed Name): Terry Donahue	

BUYER'S ACKNOWLEDGEMENT	
STATE OF IOWA }	
COUNTY OF JOHNSON } ss:	
On this _____ day of _____, before me, the undersigned, personally appeared <u>Terry Donahue</u> known to me to be Mayor of the City of North Liberty and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said Terry Donahue acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.	
(NOTARIAL SEAL)	Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
PLOT PLAN

5238001016\row\52380344.sed 16


PARCEL NO.: 16


OWNER: PAUL ALLEN LANG

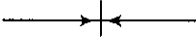
SECTION: 23 T 80 N-R 07 W.

SCALE: 1"= 100'

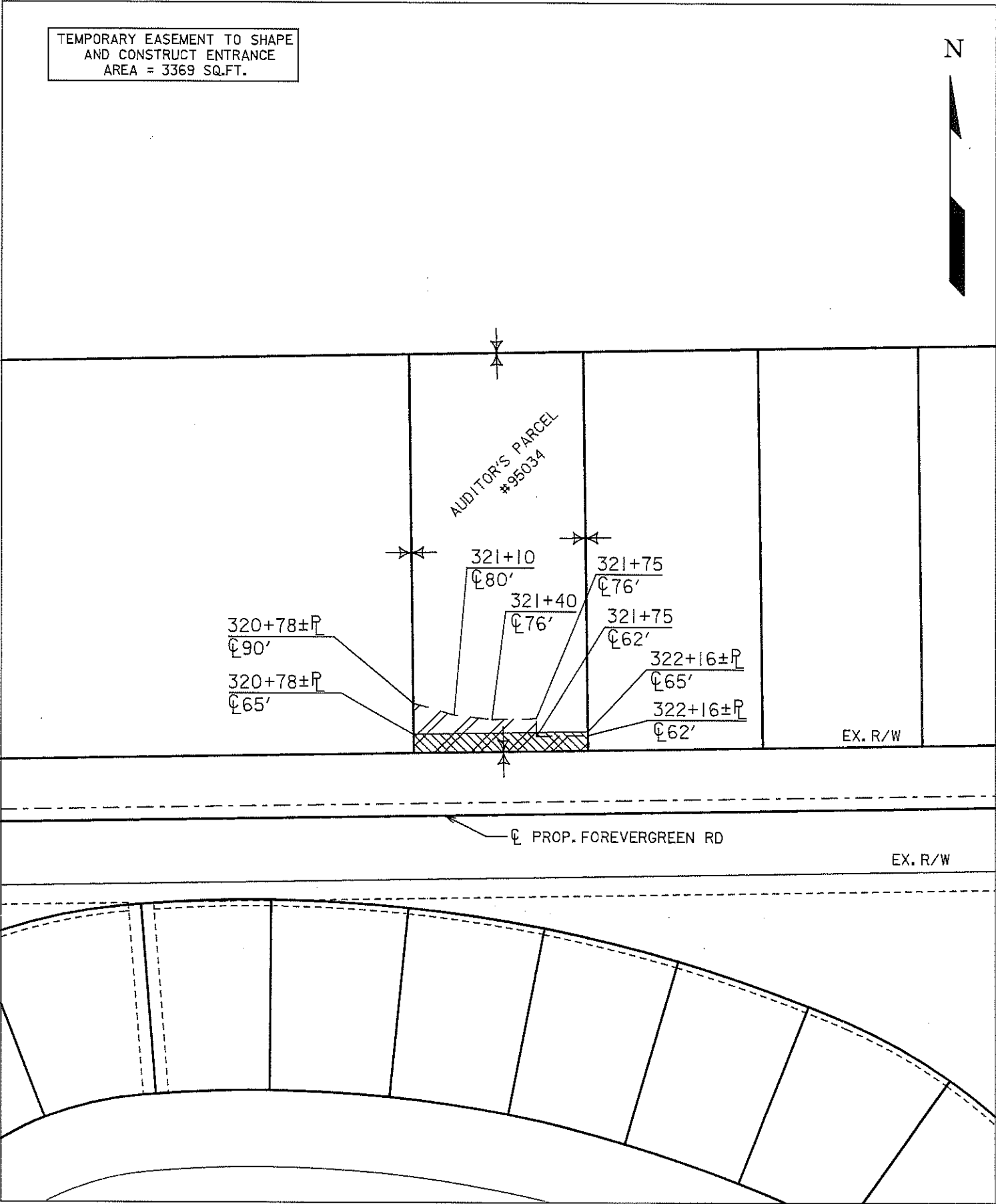
LEGEND

W.D. OR EASEMENT LINE: 

ACCESS LOCATION POINT: 

PROPERTY LINE: 

CITY OF NORTH LIBERTY
PART OF LOT 2 DESC. AS AUDITOR'S PARCEL #95034,
CHIPMAN'S 4TH SUBDIVISION

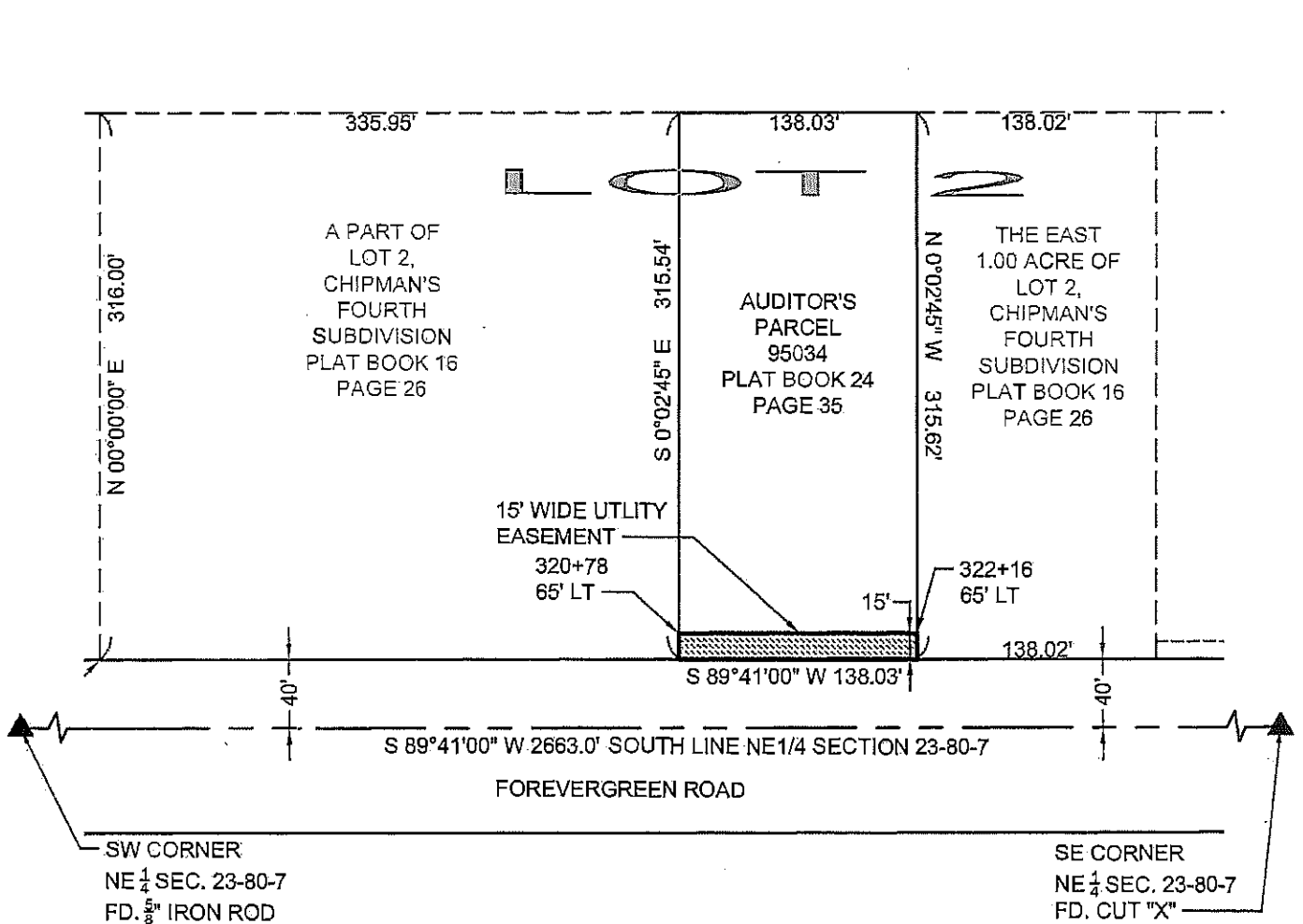


COUNTY: JOHNSON PROJECT NO.: IMN-380-6(344)2--OE-52

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY JOHNSON STATE CONTROL NO. _____
PROJECT NO. IMN-380-6(344)2-OE-52 PARCEL NO. 16
SECTION 23 TOWNSHIP 80 NORTH RANGE 7 WEST
ROW-FEE _____ AC, EASE 2071 square feet* ~~AC~~ EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM _____

* ACQUIRED IN THE NAME OF UTILITIES OF RECORD.



ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE
TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.	
	SIGNATURE:	NAME: <u>JONATHON BAILEY</u>
	DATE: <u>5/10/17</u>	LICENSE NUMBER: <u>12531</u>
	MY LICENSE RENEWAL DATE IS: <u>DECEMBER 31, 2018</u>	
	PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____	
	THIS SHEET _____	

0 50 100 200
SCALE IN FEET

DATE DRAWN APRIL 27, 2017

SCALE 1" = 100'

5075

Resolution No. 2017-140

**A RESOLUTION APPROVING THE PURCHASE AGREEMENT
FOR THE FOREVERGREEN ROAD PROJECT (PROJECT: IMN-
380-6(344)2—OE-52)**

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

WHEREAS, the City Council has been presented with a Purchase Agreement for the acquisition of property for the Forevergreen Road Project; and

WHEREAS, the property will be purchased for \$3,080.00 by the Iowa DOT as a part of the project.

NOW, THEREFORE, BE IT RESOLVED that that the Purchase Agreement for the Forevergreen Road Project is authorized and approved.

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

APPROVED AND ADOPTED this 12th day of December, 2017.

CITY OF NORTH LIBERTY:

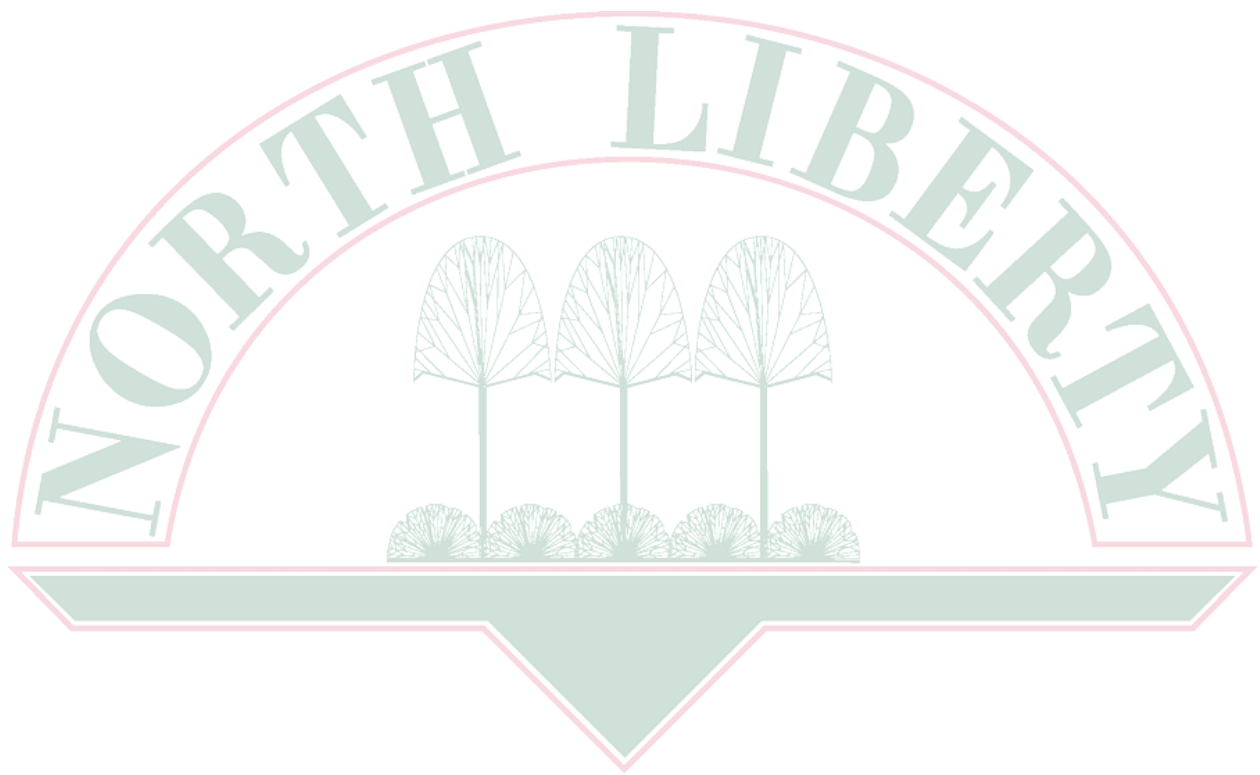
TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

Alliant Easement



Prepared by: Michelle Yun - Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406 (319) 786-4514
Return to: Troy King – JCG Land Services, Inc. – 1921 51st St. NE, Suite 3 – Cedar Rapids, IA 52402 (319) 362-3507

SPACE ABOVE THIS LINE FOR RECORDER

UNDERGROUND ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of North Liberty, Iowa** ("Grantor"), ADDRESS: PO Box 77, North Liberty, IA 52317 does hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Johnson, and the State of Iowa:

See Attached Exhibits A and B

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor and Grantee agree that the existing parking lot is not a structure. Further, to the extent the parking lot is disturbed or damaged during the initial installation of the Line or at any time thereafter by the Grantee, the Grantee shall repair any damage to the parking lot, at the Grantee's cost.

Grantor also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor also grants to the Grantee the right of ingress and egress to the Line or Lines, under lands now owned by the Grantor, for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of December, 2017.

GRANTOR: City of North Liberty, Iowa

CITY OF NORTH LIBERTY, IOWA

By: _____
Terry L. Donahue, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of December, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of December, 2017; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

The easement is a Ten (10) foot strip of land as shown and described on Exhibit B attached hereto, being located on the following described real estate:

Lots 1, 2, 4, 5, 9, Outlot A and Outlot B and Cherry Street Right of Way, North Liberty Commercial Park, North Liberty, Iowa, as shown on and according to the recorded plat thereof.

Property located in the NW¹/₄ of the SE¹/₄ of Section 12, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa, and further described as:

EXHIBIT B



Resolution No. 2017-141

**A RESOLUTION APPROVING THE UNDERGROUND ELECTRIC
LINE EASEMENT AGREEMENT BETWEEN INTERSTATE
POWER AND LIGHT COMPANY AND THE CITY OF NORTH
LIBERTY**

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

WHEREAS, Interstate Power and Light Company is planning to underground overhead electrical lines across the Community Center property; and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the project.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Interstate Power and Light Company is approved for the undergrounding of overhead electrical lines across the Community Center property, 520 W. Cherry Street, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 12th day of December, 2017.

CITY OF NORTH LIBERTY:

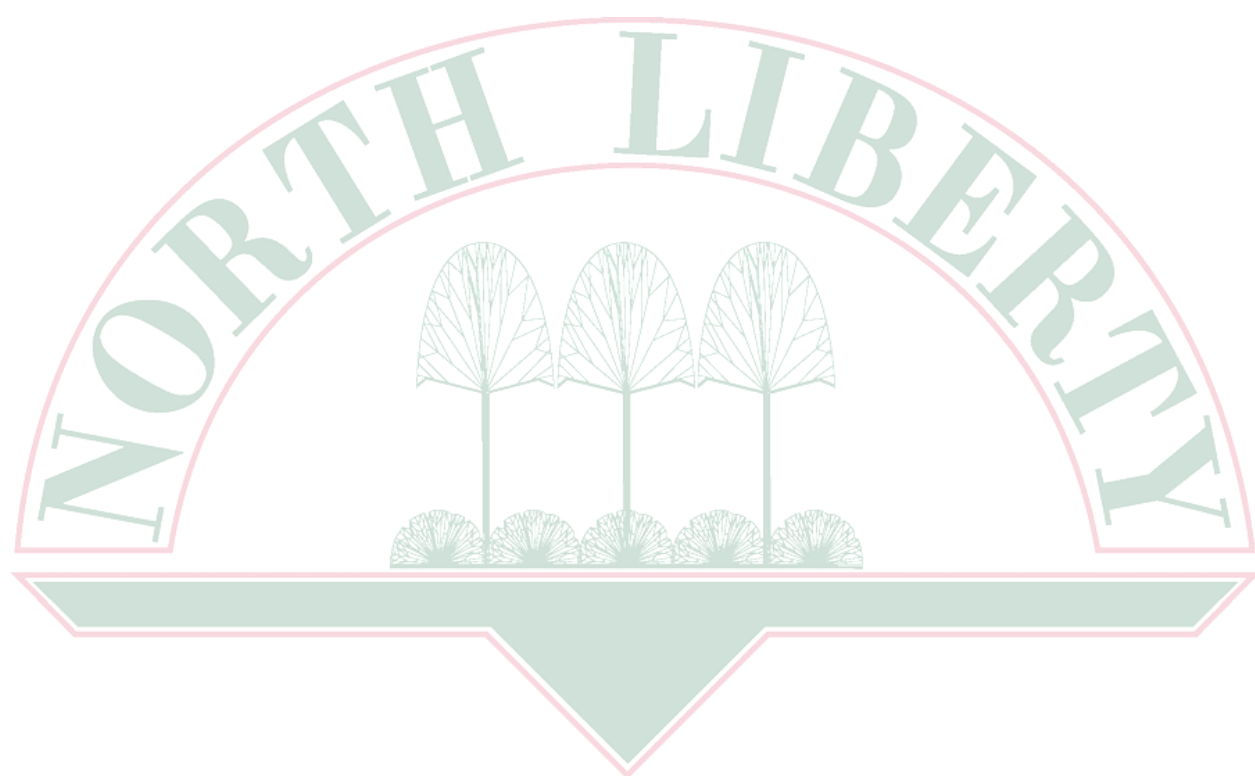
TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

Mickelson First Addition



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

**STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT
AND
EASEMENT**

MICKELSON FIRST ADDITION

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Hodge Construction Company, hereinafter referred to as "Owner."

SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.

A. The Owner has requested that the City approve this Stormwater Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the Stormwater Management Facility for Mickelson First Addition (the "Facility") will be constructed, with said real estate legally described as follows:

A PORTION OF AUDITOR'S PARCEL 2015006, IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ALL OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the Northeast Corner of Auditor's Parcel 2015006, in the Northeast Quarter of the Northeast Quarter, and the Southeast Quarter of the Northeast Quarter all of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Iowa, in accordance with the Plat

thereof Recorded in Plat Book 59 at Page 143 of the Records of the Johnson County Recordors' Office; Thence S00°46'17"E, along the East line of said Auditor's Parcel 2015006, a distance of 604.37 feet; Thence S89°16'29"W, along said East Line, 247.71 feet; Thence S00°46'17"E, along said East Line, 139.83 feet; Thence S89°13'43"W, 320.49 feet, to a Point on the West Line of said Auditor's Parcel 2015006; Thence N00°46'17"W, along said West Line, 74.08 feet; Thence S89°16'29"W, along said West Line, 43.50 feet; Thence N00°46'17"W, along said West Line, 669.87 feet, to the Northwest Corner thereof; Thence N89°13'43"E, along the North Line of said Auditor's Parcel 2015006, a distance of 611.70 feet, to the Point of Beginning. Said Mickelson First Addition contains 9.58 Acres, and is subject to easements and restrictions of record.

B. As part of this request, the Owner acknowledges the following:

1. The Owner has full ownership and control of the real estate described above;
2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any successor owners, assigns, and heirs of the original Owner, including a homeowners association; and any other person or party determined to be a "responsible person" as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.
3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto, and the Iowa Stormwater Management Manual, or any successor manual thereto.

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

A. The Owner agrees that this Agreement shall be a covenant running with the land and shall be binding on the present and future owners of the property in perpetuity.

B. This Agreement shall be filed with the City Clerk, approved by the City Council, fully executed by both parties, and recorded at the Owner's expense at the Office of the Johnson County Recorder.

SECTION 3. MAINTENANCE AND REPAIR OF STORMWATER MANAGEMENT FACILITY.

A. The Owner and any future owners of any part or all of the property described above shall be responsible for maintaining and repairing the Facility in a properly functioning condition, as determined in the sole judgment of the City, after approval of the final plat that includes the property described in Section 1 above. Maintenance and repair shall include but is not limited to the following best management practices:

1. Inspect and remove debris from detention basin outlet structure. Provide weekly inspections. Remove debris as needed.
2. Inspect and remove debris in detention basin. Provide weekly inspections. Remove debris as needed.
3. Mow and maintain grass in the detention basin and overflow berm. To be done as needed based on season.
4. Inspect for unwanted animals such as muskrats, beaver, woodchuck, skunks and burrowing type animals that can compromise the side banks by creating burrow. Inspect annually. Contact a licensed and insured professional to remove pests when need.

B. A complete copy of the specifications for the as-built Facility and related documents will be kept on file with the City to provide more detail as to the Facility and the maintenance and repair requirements related thereto.

C. The Owner is responsible for documenting maintenance and repair needs and ensuring compliance with the requirements of this ordinance and accomplishment of its purposes.

SECTION 4. MAINTENANCE AND REPAIR EASEMENT.

The Owner grants to the City perpetual permission for access to the Facility at reasonable times for periodic inspection by City or City's designee to ensure that the Facility is maintained in proper working condition to meet City stormwater requirements and, if necessary, for maintenance and repair of the Facility in accordance with the terms of this Agreement.

SECTION 5. INSPECTION OF FACILITY.

The Facility is subject to periodic inspections by the City on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or

pollutants; inspections of uses of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in the Facility, and evaluating the condition of the Facility.

SECTION 6. RECORDS OF INSTALLATION AND MAINTENANCE AND REPAIR ACTIVITIES.

The Owner is responsible for the operation and maintenance of the Facility in perpetuity. The Owner shall make records of the installation and of all maintenance and repairs and shall retain the records for at least twenty five (25) years. These records shall be made available to the City during inspection of the facility and at other reasonable times upon the City's request.

SECTION 7. FAILURE TO MAINTAIN STORMWATER MANAGEMENT FACILITY.

In the event that the Facility is not being maintained and repaired as required by this Agreement or the City's ordinances, the City shall notify the Owner in writing. Upon receipt of that notice, the Owner shall have thirty (30) days to effect maintenance and repair of the Facility in an approved manner. A reasonable extension may be allowed if the work cannot be completed within the thirty days due to weather, unavailability of necessary materials, or other good cause shown by the Owner.

If the Owner fails or refuses to meet the requirements of the maintenance covenant or any provision of this Agreement or the City's ordinance, the City, after reasonable notice, may correct a violation by performing all necessary work to place the Facility in proper working condition. After correcting said violation, City may assess, jointly and severally, the Owner of the Facility, and any other persons or parties responsible for maintenance under any applicable written agreement with the Owner, for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property or prorated against the beneficial users of the property, which are all property owners of this subdivision, and may be placed on the tax bill and collected as ordinary taxes. The Owner hereby agrees that it shall not be necessary for the City to seek a court order for permission to enter upon the property or take the corrective actions it determines necessary under this Section.

SECTION 8. ENFORCEMENT AND APPEALS.

A. Building and occupancy permits shall not be issued until the Facility has been constructed by the Owner and inspected and approved by the City; however, upon request of the Owner and prior to completion of the Facility, the City may, in its discretion, conditionally approve the Facility, subject to certain terms and the posting of sufficient security in accordance with Subsection 180.11(8)(A)(2) of the City's Subdivision Ordinance. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.

B. Violation of any provision of this ordinance may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover attorney fees and court costs from any person or party who is determined by a court of competent jurisdiction to have violated this ordinance.

C. Violation of any provision of this ordinance may also be enforced as a municipal infraction within the meaning of §364.22 of the Code of Iowa, pursuant to the City's municipal infraction ordinance.

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

A. The Owner of part or all of the property described above agrees and is fully obligated to perform as provided in this Agreement. The Owner is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement. Failure of any party responsible to perform under this Agreement is not a defense against any action to be taken by the City.

B. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council.

C. Upon completion of the stormwater management facility and, further, upon inspection and approval of the facility by the City, the Owner shall have the right to assign all of its obligations under this Agreement to a homeowners association, and is thereafter released from performance under this Agreement. Such assignment shall not affect the obligations or rights other persons may have under this Agreement.

SECTION 10. FEES.

The Owner agrees to pay for the costs of recording this Agreement. The Owner agrees to pay all necessary recording and filing fees that accrue as a result of any work that is

performed under this Agreement or made necessary as a result of this development project. A copy of all recorded documents, including but not limited to this Agreement, shall be provided to the City.

SECTION 11. NOTICES.

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

Hodge Construction Company
c/o Michael E. Hodge
711 S. Gilbert St.
Iowa City, IA 52240

The Owner is required to maintain current contact information on file with the City at all times. In the event ownership of the property changes for any reason and under any circumstances, any new owner shall maintain current contact information on file with the City.

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by registered mail in care of the City Administrator at the following address:

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

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

SECTION 12. SUCCESSORS AND ASSIGNS.

This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the Owner and all successors, heirs, and assigns in perpetuity.

DATED this ____ day of _____, 2017.

CITY OF NORTH LIBERTY, IOWA

HODGE CONSTRUCTION COMPANY,
DEVELOPER

By: _____
Terry L. Donahue, Mayor

By: _____
Michael E. Hodge, President

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2017; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2017, by Michael E. Hodge as President of Hodge Construction Company, Developer.

Notary Public in and for the State of Iowa

Resolution No. 2017-142

**RESOLUTION APPROVING THE STORMWATER
MANAGEMENT FACILITY MAINTENANCE
AGREEMENT AND EASEMENT BETWEEN THE CITY OF
NORTH LIBERTY AND HODGE CONSTRUCTION
COMPANY THAT ESTABLISHES THE TERMS AND
CONDITIONS UNDER WHICH STORMWATER
MANAGEMENT FACILITIES WILL BE MAINTAINED IN
MICKELSON FIRST ADDITION IN THE CITY OF NORTH
LIBERTY, IOWA**

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

WHEREAS, the terms and conditions for the maintenance of the stormwater management facilities of Mickelson First Addition have been set forth in an Agreement between the City of North Liberty ("City") and the Hodge Construction Company ("Owner");

WHEREAS, the owner of the property shown in the attachment have executed the Public Storm Sewer Easement Agreement to permit the City to utilize property delineated in the agreement for the purpose of excavating for and the installation, replacement, maintenance and use of public storm sewer infrastructure;

NOW, THEREFORE, BE IT RESOLVED that that the Storm Water Management Facility Maintenance Agreement and Easement between the City of North Liberty and Hodge Construction is approved for the development of Mickelson First Addition, North Liberty, Iowa.

APPROVED AND ADOPTED this 12th day of December, 2017.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

Crisis Intervention Training





BOARD OF SUPERVISORS

Janelle Rettig, Chairperson
Mike Carberry, Vice Chairperson

Kurt M. Friese
Lisa Green-Douglass
Rod Sullivan

Proposed Behavioral Health Access/CIT Center

What is the issue?

Law enforcement officers throughout Johnson County are currently limited to two options when they respond to behavioral health-related calls for assistance: take the individual to a hospital emergency room or take them to jail. Neither is an appropriate solution, and both options are expensive and the facilities themselves are overwhelmed by behavioral health needs. These calls are time-consuming for officers, taking anywhere from several hours to an entire shift to handle, which may include standing by with the individual at the emergency room. National statistics show that 7% to 10% of law enforcement calls are related to behavioral health issues.

A recent study of four heavy consumers of medical, law enforcement, and social services in Johnson County showed that over a five-year period, the total service cost to provide them with medical, mental health, substance abuse, legal, housing, and case management services was \$2.16 million. Two of these individuals have since died and the other two are still homeless, actively abusing substances, and their mental health is unmanaged.

Other communities have developed restoration or access centers to provide a more appropriate solution for individuals who are experiencing behavioral health crises. These communities have demonstrated that the average turnaround time for officers involved with these types of calls can be reduced to 10 to 15 minutes total. With the assistance of area cities, the University of Iowa Hospitals and Clinics (UIHC) Emergency Medicine Department, and local non-profit agencies, Johnson County is in the process of developing such a center.

What is the solution?

The proposed Behavioral Health Access/CIT (crisis intervention team/training) Center will provide immediate behavioral health intervention and treatment, as well as comprehensive service coordination and transition planning. When fully operational, the facility will contain sobering, detoxification, crisis observation, and crisis stabilization units, as well as a low-barrier shelter, mobile crisis outreach, medical first aid, and 24-hour telemedicine. A working group comprised of law enforcement officers, government officials, physicians, social service providers, and various other stakeholders has been exploring models and associated costs.

How much is this going to cost?

The initial projected capital cost may be up to \$6.5 million for a 22,000 square foot facility. It is believed that this cost may be lower based upon current estimates. The Board is asking that the capital costs be contributed by participating Johnson County governments, as follows:

- Johnson County: 40%
- City of Iowa City: 40%
- City of Coralville: 10%
- City of North Liberty: 10%

Any additional capital funding received from sources such as other cities, grants, or private donations will be designated toward ongoing building maintenance costs and future capital improvements.

**Projected 3-Year Annual
Operating Expense:**

- Year 1: \$1.46 million
- Year 2: \$1.5 million
- Year 3: \$1.54 million

**Projected 3-Year Annual
Operating Revenue:**

- Year 1: \$1.10 million
- Year 2: \$1.12 million
- Year 3: \$1.15 million

**Projected 3-Year Net
Operating Income:**

- Year 1: **(\$367,000)**
- Year 2: **(\$376,000)**
- Year 3: **(\$385,000)**

Who will cover shortfalls in annual operating income?

Johnson County will provide funding in the event that operating expenditures exceed operating income, up to \$400,000 annually. In the worst-case scenario, if no Medicaid reimbursements are received, then net operating losses could be up to \$900,000 annually. The first organizational response to annual deficits will be to re-assess facility staffing levels and the service options provided. If the deficit is greater than \$400,000, the Board will ask the participating governments to meet to find a permanent funding solution, and to fund the shortfall in the same proportion that they contributed to the initial capital costs.

Johnson County will dedicate \$785,000 of its “SF504 fund”—one-time money from the Mental Health/Disability Services of the East Central Region—toward start-up cash for operations and to cover annual budgetary shortfalls. Operating revenue for the facility will be earned through reimbursements for service from Medicaid, Medicare, and private health insurance companies. Iowa County has indicated that they may contribute \$100,000 toward operational expenses. Other counties and philanthropic organizations may provide operational funding.

Who will own and operate the building?

Johnson County will be the owner of the building, will coordinate the construction and/or renovation of the structure, and will be the operator of the physical facility.

Who will manage and operate the programs within the facility?

A 28E agreement will be drafted between Johnson County and the participating Johnson County governments to detail the funding and obligations surrounding the purchase of real property to construct/remodel the proposed facility. This agreement will also detail the disposal process should the program cease to exist.

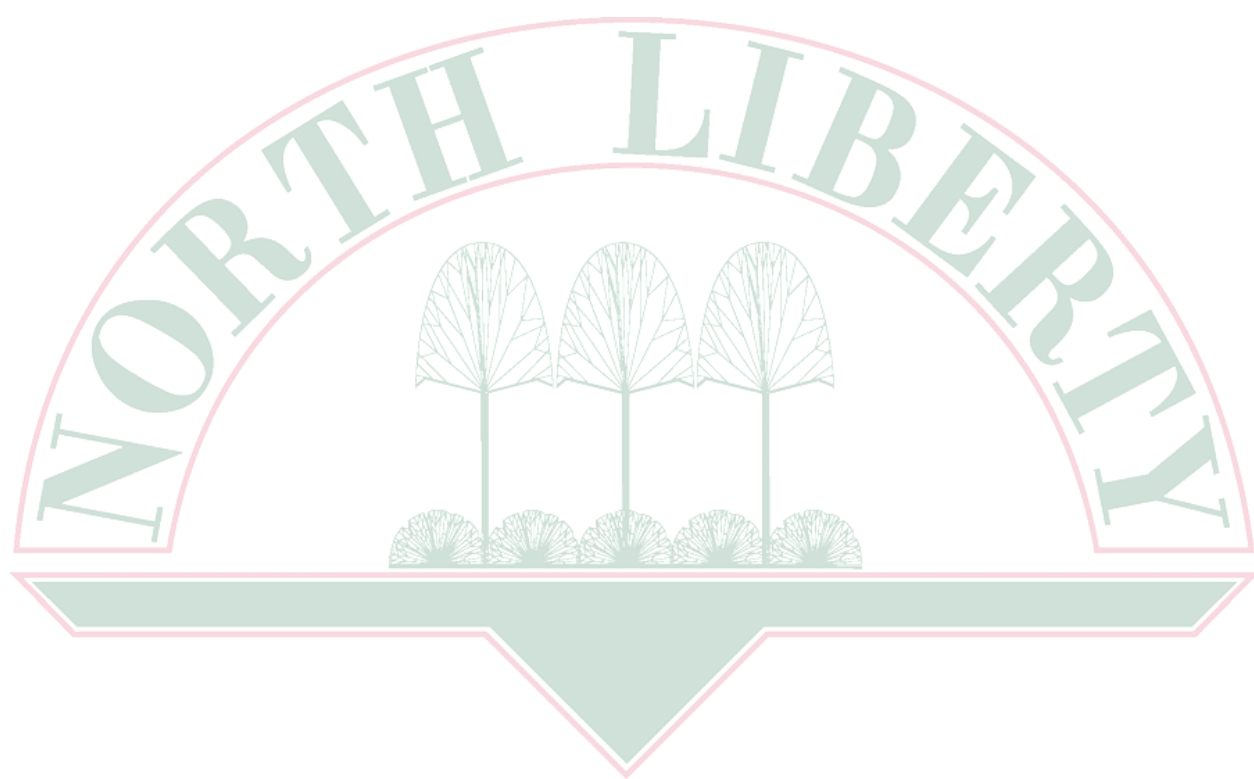
A second 28E agreement will be drafted between Johnson County and the participating Johnson County governments to establish a facility advisory board comprised of representatives from participating local governments, local non-profit service providers, and other stakeholders.

A third 28E agreement will be drafted between Johnson County and the UIHC Department of Emergency Medicine. The Emergency Medicine Department will be the overall manager of the various programs and activities that occur within the facility. Local non-profit service providers will be contracted to provide specific services.

What is the timeline for decision making?

The working groups (governance/steering), local law enforcement agencies, and involved non-profit service providers are interested in this facility becoming operational soon. The need for the facility is becoming more and more apparent as increasing numbers of law enforcement officers receive training in CIT. The Board of Supervisors has budgeted funds to purchase a building, though they do not have the total amount needed. The Board believes that two of the 28E agreements could be worked out relatively quickly. The agreement with UIHC Department of Emergency Medicine may take a bit longer, but significant progress can be accomplished regarding the facility in the interim. The Board requests that participating local governments make a commitment toward this facility and include funding for the facility in their respective FY19 budgets.

Additional Information



To: Mayor and City Council
From: Tom Palmer, Building Official
CC: City Administrator
Date: 12/5/2017
Re: Monthly Report

November Permit Report:

Hundred-three permits were issued in November with estimated construction value of \$15,654,666.03. Thirty-four permits were issued for residential projects with an estimate construction value of 7.3 million dollars. Building permit was issued for the GEICO project. A foundation permit was obtained to install the footings and concrete walls. Staff completed 793 building inspections.

Certificate of Occupancy:

Six certificates were issued for new single-family dwelling units, four certificates for modification to residential units, three certificates for commercial units and one certificate for the Liberty High School.

Rental/Code Enforcement:

Fifteen new rental permit applications were received in October. Twelve rental inspections were completed along with forty-one code enforcement complaints were handled in November.

Contractor has completed the foundation for the GEICO project.
Mason crew is onsite building the elevator shaft and stairtowers.





Department of Building Safety
319-626-5713
www.northlibertyiowa.org

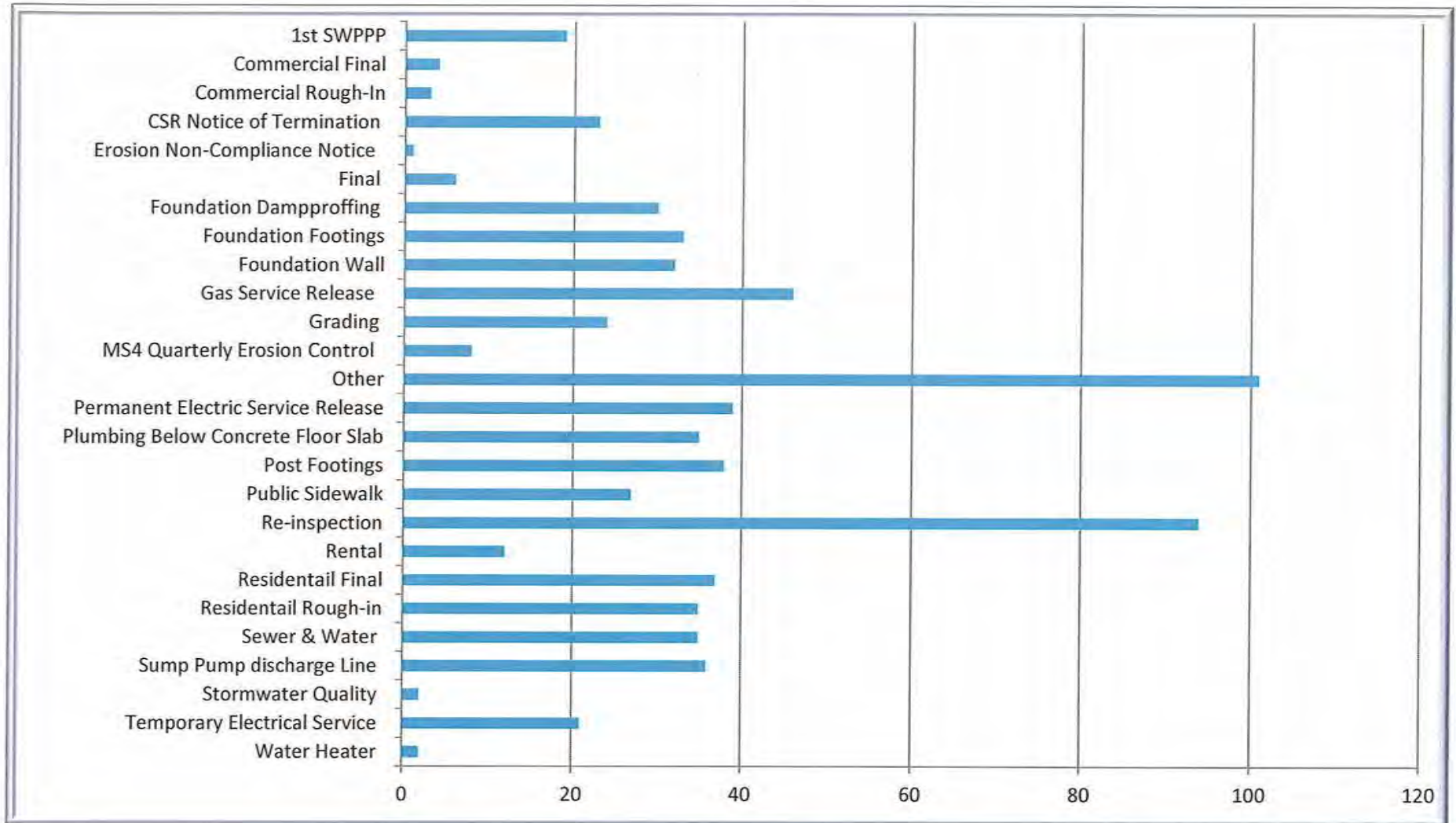
November 2017 Monthly Permit Report

Code	Permit Purpose	Permits	Construction Value	Permit Fees	Bldgs.	Units	Notes
1	New Single Family Dwelling	11	\$3,741,270.00	\$35,325.03	11	11	
2	New Single Family Dwelling Attached	8	\$1,410,000.00	\$17,749.76	4	8	
3	New Townhouse	15	\$2,250,000.00	\$29,950.80	5	15	
4	New Multi-Family Housing	0	\$0.00	\$0.00	0	0	
5	New Commercial	1	\$7,800,000.00	\$33,959.95	0	0	GEICO
6	New Industrial	0	\$0.00	\$0.00	0	0	
7	School	0	\$0.00	\$0.00			
8	Residential Alteration	11	\$63,370.00	\$1,151.38			
9	Residential Addition	0	\$0.00	\$0.00			
10	Commercial Alteration	6	\$68,750.00	\$1,594.55			
11	Commercial Addition	0	\$0.00	\$0.00			
12	Industrial Alteration	0	\$0.00	\$0.00			
13	Industrial Addition	0	\$0.00	\$0.00			
14	Other	51	\$21,276.03	\$2,751.58			
15	Public	0	\$0.00	\$0.00			
	Totals	103	\$15,354,666.03	\$122,483.05	20	34	

SFD Attached are zero lot line units

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

Inspections for the Month of November



Total Inspections 793

Code Enforcement Report

11/01/2017 - 11/30/2017

Case Date	Case #	Complaint
11/1/2017	2471	Occupying building without the required zoning permit
11/1/2017	2472	Occupying building without the required zoning permit
11/1/2017	2473	Occupying building without the required zoning permit
11/1/2017	2474	failing to provide Inspection Department access to perform the required housing code rental inspection
11/1/2017	2475	you have failed to provide access to perform the required housing code rental inspections
11/1/2017	2476	failing to provide Inspection Department access to perform the required housing code rental inspection
11/2/2017	2477	failing to provide Inspection Department access to perform the required housing code rental inspection
11/2/2017	2478	Expired permit
11/2/2017	2479	renting without permit
11/2/2017	2480	renting without permit
11/2/2017	2481	renting without permit
11/2/2017	2482	failing to provide Inspection Department access to perform the required housing code rental inspection
11/2/2017	2483	renting without permit
11/2/2017	2484	renting without permit
11/2/2017	2485	have failed to make the required corrections listed from the rental inspection
11/2/2017	2486	have allowed the unit to be occupied by someone other than the owner
11/2/2017	2487	have placed a shed in the front yard which is not allowed per City code.
11/2/2017	2488	have placed a shed in the front yard which is not allowed per City code.
11/2/2017	2489	have placed a shed in the front yard which is not allowed per City code.
11/2/2017	2490	have placed a shed in the front yard which is not allowed per City code.
11/2/2017	2491	have placed a shed in the front yard which is not allowed per City code.
11/2/2017	2492	have placed a shed in the front yard which is not allowed per City code.
11/2/2017	2493	have placed a shed in the front yard which is not allowed per City code.
11/2/2017	2494	have placed a shed in the front yard which is not allowed per City code.
11/7/2017	2496	failing to make the required corrections on the rental inspection report

11/7/2017	2497	trash/debris in the right of way and now on the street
11/7/2017	2498	trash and recycling enclosure is missing the gates
11/8/2017	2499	renting without permit
11/8/2017	2500	renting without permit
11/10/2017	2501	have placed a PODS storage container on the City's street which is not allowed per City code and is a safety hazard
11/10/2017	2502	have placed a PODS storage container at 380 Penn Ridge Dr. without obtaining the required permits
11/10/2017	2503	have placed a PODS storage container 21A112 on the City's street which is not allowed per City code and is a safety hazard
11/13/2017	2504	outside storage of pallets
11/13/2017	2505	operating business without required zoning certificate
11/14/2017	2506	renting without permit
11/17/2017	2507	illegal placement of signs
11/21/2017	2508	renting without permit
11/21/2017	2509	illegal sign attached to fence
11/22/2017	2510	vehicles are parked on or across part of the sidewalk
11/27/2017	2511	renting without permit
11/27/2017	2512	Grading modification



North Liberty Fire Department 2017 Monthly/YTD Hour & Response Report

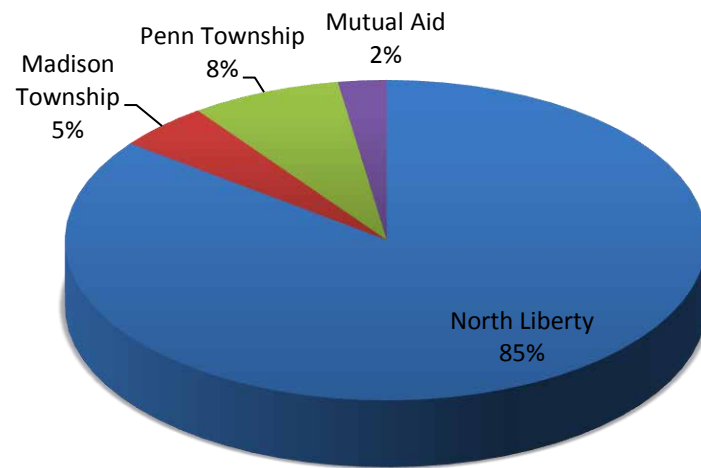
2017 North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	89	75	78	59	97	92	104	96	101	99	91		981	85.30%
Madison Township	6	8	5	7	1	4	3	2	2	10	6		54	4.70%
Penn Township	2	11	6	7	10	7	9	4	12	12	7		87	7.57%
Mutual Aid	1	1	3	2	5	5	8	2			1		28	2.43%
Total Responses	98	95	92	75	113	108	124	104	115	121	105		1150	

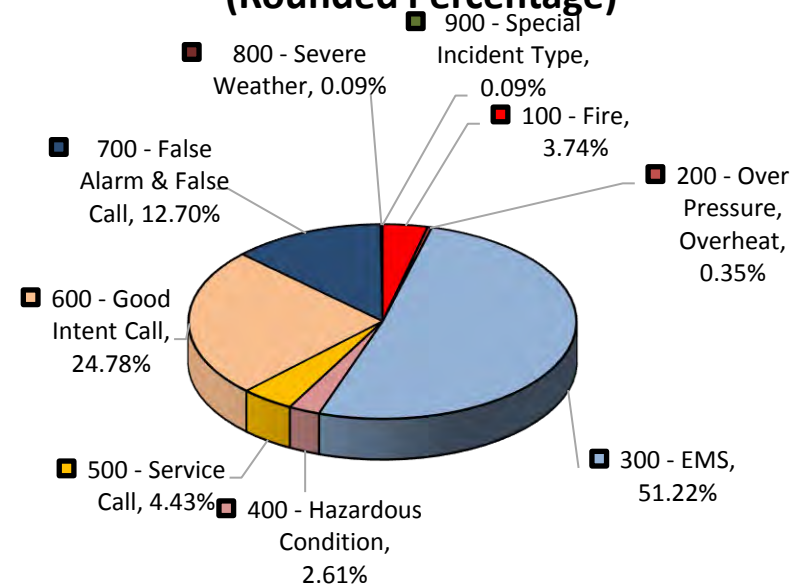
2017 North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	4	8	6	1		6	5	3	2	4	4		43	3.74%
200 - Over Pressure, Overheat					1				1	1	1		4	0.35%
300 - EMS	46	45	48	40	68	58	77	46	60	53	48		589	51.22%
400 - Hazardous Condition	2	3	1	4	2	2	2	5	4	2	3		30	2.61%
500 - Service Call	6	4	3	3	5	5		3	6	10	6		51	4.43%
600 - Good Intent Call	22	25	20	20	22	28	27	25	26	36	34		285	24.78%
700 - False Alarm & False Call	18	9	14	7	15	9	12	22	16	15	9		146	12.70%
800 - Severe Weather							1						1	0.09%
900 - Special Incident Type		1											1	0.09%
Total Responses	98	95	92	75	113	108	124	104	115	121	105		1150	

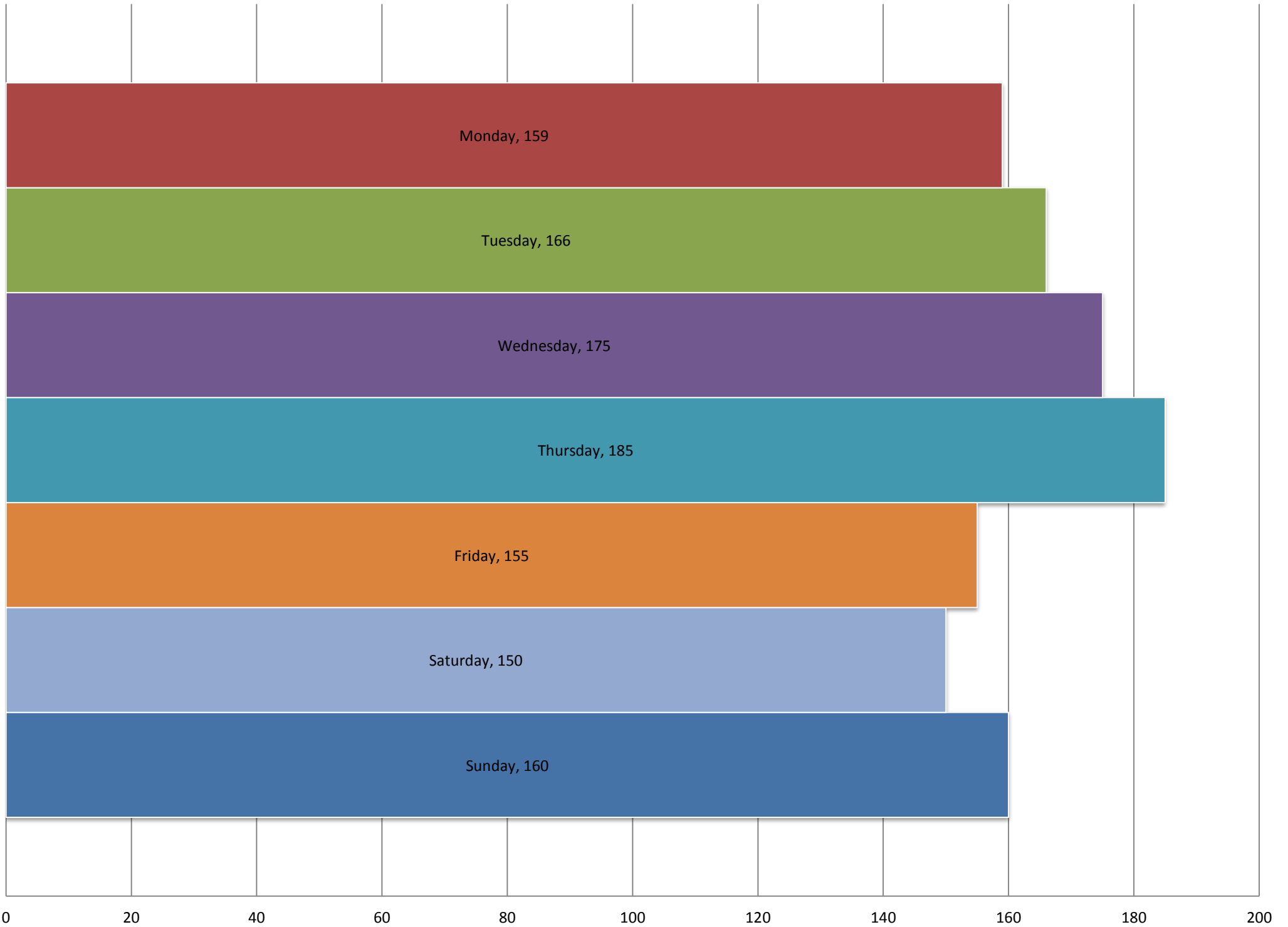
**2017 District Responses YTD
(Rounded Percentage)**



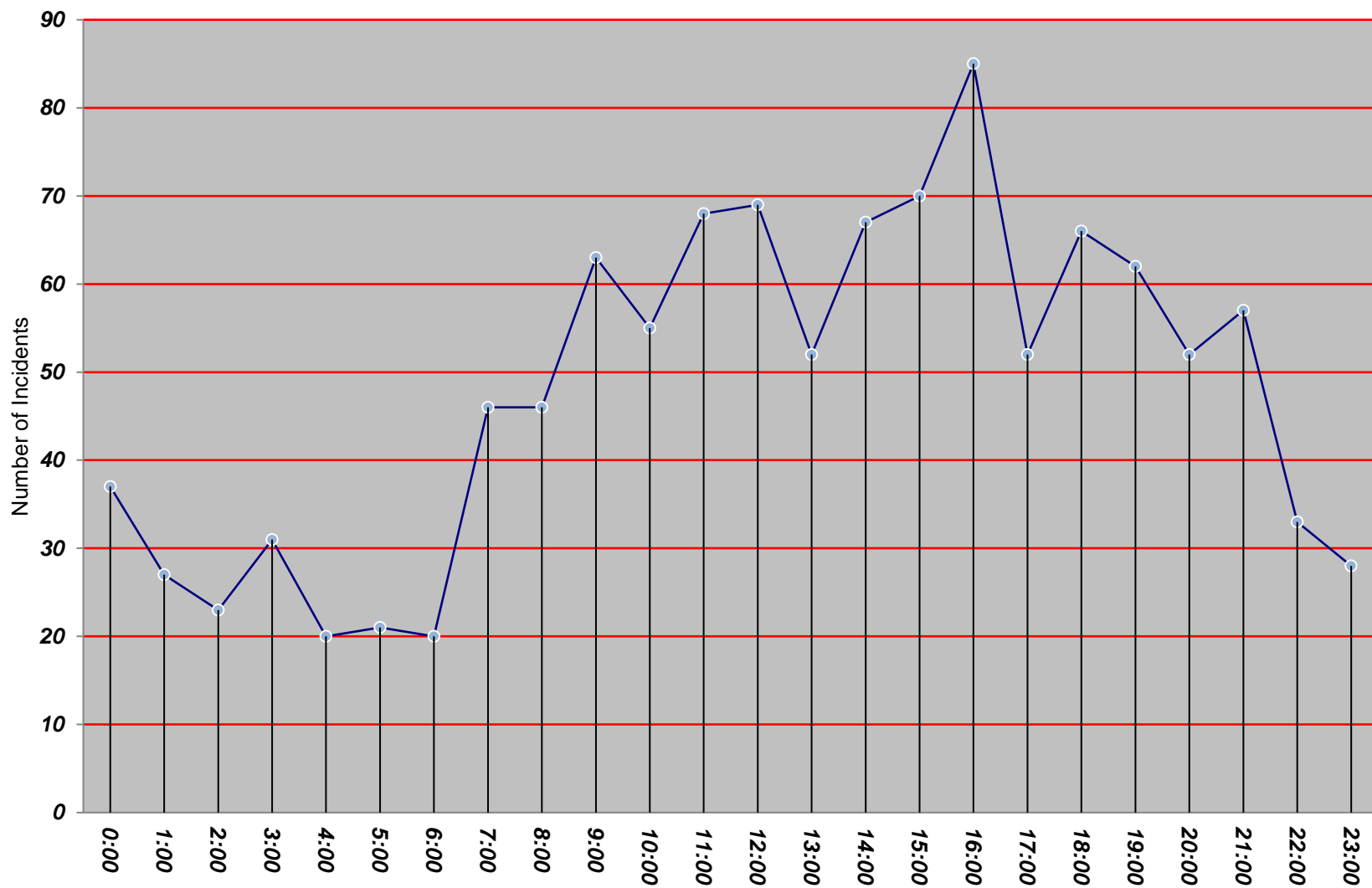
**2017 Type of Incidents YTD
(Rounded Percentage)**



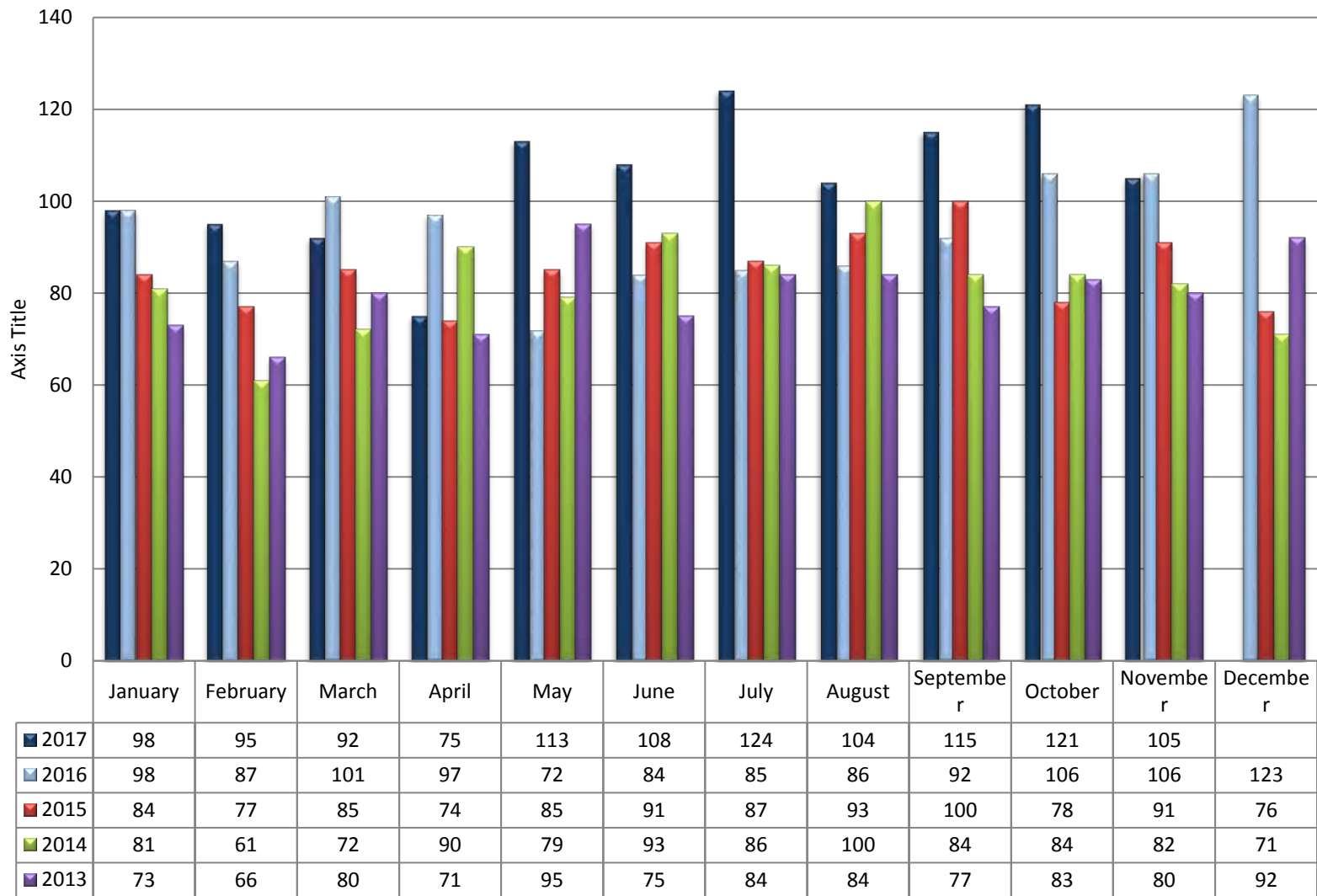
2017 Responses by Day of Week



2017 Number of Responses by Hour of Day



2013 - 2017 Monthly Incident Response Comparison





2017 North Liberty Fire Department Member Responses By Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year To Date	Percent To Date
Responses for Month	98	95	92	75	113	108	124	104	115	121	105		1150	
Barney, Mallory	17	13	18	19	22	6	47	38	19	21	16		236	20.52%
Brumm, Ryan	11	14	10	12	12	7	1	7	5	12	7		98	8.52%
Burleson, Lynn	18	8	16	8	13	16	15	1	17	8	6		126	10.96%
Chiles, Branden	10	18	13	6	17	20	15	5	6	9	9		128	11.13%
Coleman, Leah	0	0	0	0	0	0	0	0	0	1	15		16	1.39%
Coyle, Jim*	0	0	1	0	0	0	0	0	0	0	0		1	1.02%
Dolezal, Dan	21	10	8	10	1	0	1	1	0	0	3		55	4.78%
DuBay, Rob	0	0	0	4	14	20	26	28	16	32	19		159	13.83%
English, Joseph	45	43	29	24	34	35	20	22	21	15	30		318	27.65%
Hardin, Bryan	12	13	14	5	12	18	29	10	22	18	24		177	15.39%
Hofsommer, Greg	19	16	22	19	28	42	56	42	21	24	14		303	26.35%
Jaeger, Jeff	30	23	19	16	34	33	34	39	37	36	35		336	29.22%
Johnston, Mike	11	6	9	6	10	6	4	9	9	19	12		101	8.78%
Kaduce, Michael	19	13	11	12	22	9	26	17	11	13	15		168	14.61%
Keitel, Brad	15	11	4	3	5	5	17	3	12	7	4		86	7.48%
Kelchen, Jessica	27	31	24	22	42	31	37	24	20	20	16		294	25.57%
Kochanny, Chris	22	25	36	30	34	13	10	36	27	38	37		308	26.78%
Kramer, Adam	12	8	7	4	9	7	12	10	7	15	12		103	8.96%
Lage, Nate	0	0	0	0	0	0	0	0	0	0	1		1	0.09%
Lundquist, Jonathan	19	10	12	8	20	11	19	0	0	0	0		99	8.61%
Marks, Isaac	0	0	0	0	0	0	0	0	0	3	5		8	0.70%
McDonald, James	26	24	18	19	37	18	19	25	13	18	20		237	20.61%
Messinger, Matt	10	6	16	15	18	17	21	13	6	22	9		153	13.30%
Miller, Jordan	32	33	31	18	44	26	33	19	19	21	22		298	25.91%
Moliterno, Brad	24	21	38	18	27	23	15	18	16	10	19		229	19.91%
Newkirk, Richard	27	25	13	7	23	5	28	19	16	6	17		186	16.17%
Pecora, Tyler	0	0	0	0	0	0	0	0	0	0	25		25	2.17%
Place, Alexander	19	14	17	9	18	18	12	6	14	12	9		148	12.87%
Platz, Brian	0	0	0	0	0	0	0	0	0	0	39		39	3.39%
Ransom, Eric	22	16	8	5	19	9	14	11	8	10	9		131	11.39%
Reasner, Richard	15	20	3	12	22	18	15	11	9	0	8		133	11.57%
Rennekamp, Bryan	15	23	17	12	29	23	31	23	18	19	16		226	19.65%
Rhomberg, Peter	0	0	0	0	0	0	0	0	0	3	13		16	1.39%
Ropp, Brian	41	34	19	30	48	24	52	32	31	44	36		391	34.00%
Schellenberg, Phillip	0	0	0	0	0	0	0	0	0	10	33		43	3.74%
Schmooke, Bill	14	12	12	3	15	8	25	23	23	12	12		159	13.83%
Schoening, Austin	4	18	17	11	26	17	34	15	11	19	6		178	15.48%
Schultz, Christine	8	12	11	9	18	11	9	10	11	8	9		116	10.09%
Scott, Sam	0	0	0	0	0	0	0	0	0	3	7		10	0.87%
Smith, Landon	0	0	0	0	0	0	0	0	0	9	18		27	2.35%
Story, Carson	0	0	0	0	0	0	0	0	0	2	10		12	1.04%
Voparil, Craig	17	16	8	6	24	14	7	16	9	15	8		140	12.17%
Welter, Jonathan	0	0	0	0	0	0	0	0	0	2	23		25	2.17%
White, Austin	0	0	0	0	0	0	0	0	0	17	33		50	4.35%
White, Geoffery	24	22	25	19	40	37	36	35	32	37	15		322	28.00%
White, Sayer	0	0	0	0	0	0	0	0	0	4	16		20	1.74%
Wichmann, Megan	15	33	31	13	22	14	17	2	28	16	21		212	18.43%
Williams, Justin	13	10	3	8	11	18	18	10	12	16	7		126	10.96%
Wymore, Cole	0	0	0	0	0	0	0	0	0	1	6		7	0.61%

* Fire Dept. Chaplain

2017 - Top 5 Calls Made by Month												
	Jan		Feb		Mar		Apr		May		Jun	
1	English	45	English	43	Moliterno	38	Kochanny	30	Ropp	48	Hofsommer	42
2	Ropp	41	Ropp	34	Kochanny	36	English	24	Miller	44	White	37
3	Miller	32	Miller	33	Miller	31	Kelchen	22	Kelchen	42	English	35
4	Jaeger	30	Kelchen	31	English	29	Barney	19	White	40	Jaeger	33
							Hofsommer					
							McDonald					
							White					
5	Kelchen	27	Newkirk	25	White	25	Miller	18	McDonald	37	Kelchen	31
	Newkirk		Kochanny				Moliterno					
	July		Aug		Sep		Oct		Nov		Dec	
1	Hoffsommer	56	Hoffsommer	42	Jaeger	37	Ropp	44	Platz	39		
2	Ropp	52	Jaeger	39	White	32	Kochanny	38	Kochanny	37		
3	Barney	47	Barney	38	Ropp	31	G. White	37	Ropp	36		
4	Kelchen	37	Kochanny	36	Wichmann	28	Jaeger	36	Jaeger	35		
5	White	36	White	35	Kochanny	27	DuBay	32	Schellenberg	33		
									White, A			

2017 - Top 5 Calls Made by Year-To-Date			
1	Ropp	391	34.00%
2	Jaeger	336	29.22%
3	White, G	322	28.00%
4	English	318	27.65%
5	Kochanny	308	26.78%

Youth & Teen Services Board Report

North Liberty Community Library

Nov/Dec 2017

Hello everyone,

Things are mostly chugging along. Attendance at programs continues to be steady.

I had a wonderful 3 days of Circle Training with Kay Pranis. She is a trainer and writer on Peacemaking Circles and restorative justice, and she has been doing Circle trainings since 1998. Circles are dialog processes that work intentionally to create a safe (or brave) space to discuss issues in order to improve relationships and resolve differences. Circles developed from indigenous teachings. The nature of circle assumes equal worth and dignity of all participants, while also providing an equal voice for everyone participating. It's really quite deliberate and powerful. There are different types of circles, with sentencing/discipline (used in restorative justice practices/juvenile court) being the most difficult. For the NLCL, I see community building/work relationship building as the most practical aspects for using this technique. In January, during a library closure for a catalog upgrade, I will be holding a circle for the staff - if you would like to participate, please let me know.

We are doing a Winter Reading Club for the month of January. Kids and teens will be the focus. I'm asking kids to read 5 hours, and all finishers will be invited to a special movie night, complete with a popcorn bar. We'll see how it goes! I've not done a reading program in the winter before.

From Caroline:

Throughout the fall, teen programs have been more consistently attended than last year. This is most likely in part due to the change in our programming style for the teens, wherein we hold more pop-up programs and have activities that are consistently available.

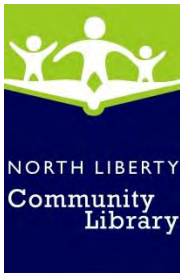
While at the Youth and Teen Services Symposium in November, I was introduced to a program called "Teen Talk," in which librarians wait until their teen lounge is full, and then take in some snacks and talk to teens about programs they would like to have at the library, get feedback about the teen space, and discuss new materials for the collection. I have been doing Teen Talk approximately once a week since the symposium, and the teens have responded well to it. They have primarily asked for information about jobs: how to find one, how to apply, how to create a resume, and how to practice interview questions. Starting in December I will be starting a monthly program to discuss jobs and am looking into resources we can add to the teen lounge to help them.

I met with Shelly Simpson this month to discuss our plans for the collaborative program between the library and the recreation center, and we will be beginning that program on

January 19th. So far the program has largely been planned by the teens, who have recommended different basketball related games to play, discussed rules for a basketball tournament, and planned jerseys for the teams to wear. They seem very excited for the program to start.

We will be instituting a Winter Reading Program this year. The program will run from December 22nd to February 16th, with a pizza party and games held on February 23rd to reward participants. Teens will be asked to read for 5 hours, and will be given a bookmark to keep track. We will also be utilizing Beanstack to keep track of participation.

Respectfully submitted,
Erin Silva
Caroline Allen
Youth and Teen Services Librarian
Youth and Teen Services Library Assistant



TO: North Liberty City Administrator and City Council

FROM: Jennie Garner, Library Director

DATE: Dec. 7, 2017

SUBJECT: Library Monthly Report

At a Glance

Door Count	15,470
Computer Usage	2591
Database Use	2671
Meeting Room Use	1053

Please note: Unfortunately, the library's door counter stopped working in November so I am unable to share the graph that we generally produce. The door count listed above is based on averages from past November counts adjusted based on annual trends for FY17 and FY18.

A glimpse of the heavy use of the DMV Kiosk usage in the library. We receive monthly reports on use across the state and below are the statistics. It's interesting to see how our use compares with other sites for a community of our size:

Kiosk Transactions November 2017				
Kiosk Location	Completed Transactions	Attempted but customer is not eligible*	Transaction cancelled by the customer	Kiosk Usage
1 - West Des Moines Library	238	273	119	630
10 - North Liberty Lib Kiosk 10	70	86	56	212
11 - Iowa City Lib Kiosk 11	47	92	56	195
12 - Waterloo Lib Kiosk 12	15	77	20	112
13 - Cedar Falls Lib Kiosk 13	10	88	41	229
14 - Burlington Lib Kiosk 14	10	49	22	81
15- Davenport DL Station Kiosk 15	69	91	39	199
16 - Ankeny MVD Kiosk 16	175	295	92	562
17 - Bettendorf Lib Kiosk 17	48	72	26	146
19 - Evelyn K. Davis Center	16	50	27	93
23 - Sioux City Kumn'Go Kiosk 23	63	105	39	207
26 - Cedar Rapids DL - Kiosk 26	258	377	157	792
3 - Ames Lib Kiosk 3	62	88	37	187
4 - Des Moines DT Lib Kiosk 4	99	154	36	289
6 - Altoona Lib Kiosk 6	78	119	28	225
8 - Marion Lib Kiosk 8	109	163	101	373

Programming, Events and News

We recently completed the State Library of Iowa annual survey to libraries, which compiles statistics from libraries across Iowa of all sizes. Here are a few highlights for North Liberty:

- 23.33 percent increase in e-book checkouts
- 40.52 percent increase in e-audio checkouts
- 7.98 percent increase in physical material circulation
- 11.75 percent increase in registered patrons
- Offered 163 more programs with attendance increasing 24.42 percent
- 8.75 percent increase in patron visits during FY17

The Library's 1000 Books before Kindergarten program is going very well. Launched in January 2017, we have 126 participants signed up and 11 pre-K kids (along with their parents) have reached the 1000 books goal. This program is designed to encourage reading habits and development of early literacy skills. This is a nationally recognized program and we're excited to see the success in our community.

The North Liberty Library has also developed a parallel program called 100 Books before Birth to encourage expecting families to develop reading habits before baby arrives. We opened enrollment this fall for the program but have not been heavily marketing yet. We have about six families participating to date and hope to expand this program next year. Benefits of this initiative include bonding and educating parents about the importance of being their children's first teacher. We are developing partnerships with other community organizations in the planning stages.

Our Pizza & Politicians Program, that we try to host at least every other year, was offered in November. We have 29 teens attend for an opportunity to interact and ask questions of a panel made up of local legislators and city council members. They spent the evening discussing the systems of government, how each representative played a role in that system, and how the kids could get involved. They talked about everything from favorite pizza toppings to the solution to climate change.

November at Your Library:

Gingerbread House Building with Granny Annie



Rockin' Tots with Debut Dance



Monday morning Social Hour at the library continues to grow



Pizza & Politicians



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

From: Guy Goldsmith, Director of Parks, Building and Grounds

Date: December 4, 2017

Re: Monthly Report

We performed various building maintenance tasks as needed this month. The heating boiler at the Ranshaw House at 515 Penn Street was determined to be non-repairable. The decision was made not to replace the boiler at this time but to wait for the future renovations of the house. Park staff drained out the water to all radiant heat radiators to prevent from freezing and cracking.

We continue to pick up trash and pet waste stations as needed this month.

We finished mowing and trimming all City parks and grounds for the season. We mowed down all natural prairie areas for the season and finished all landscape winterization and pond maintenance for the season.

We continue to perform equipment repairs and preventative maintenance as needed this month. We continue to prepare for the winter season by installing and servicing winter equipment as time permits.

We winterized the Liberty Centre Park/Pond water fountain and water fall area for the season.

The Parks Department graded and seeded the outfield area next to the newly installed outfield fencing and warning track at the Babe Ruth Baseball field. This has been a joint effort between the City and the ICCSD in preparation of Liberty High JV and Varsity baseball teams using the field next season.

We attended the Ornamental & Turf Pest Management Applicator Re-Certification Class on November 8th at the Johnson County Extension Office. This is required annually to maintain our state pesticide and herbicide licenses.

We completed and submitted the proposed Parks operating budget and capital improvement plan to prepare for the next fiscal year.



North Liberty Police Monthly Report November 2017

Training:

- The Chief attended 3 days of training on Planning, Designing and Implementing a new Police Facility (24 hours). It was presented by the International Chief's Association and held in Dallas, Texas.
- Officer Campbell completed the Canine Handler Training with Canine Falco. (160 hours)
- Investigator completed two days of training on Conducting Background Investigations in West Des Moines. (16 hours)
- Another School Resource Officer traveled to Las Vegas for a conference on school related issues for prevention and the law enforcement response. (24 hours)
- A sergeant traveled to Uncasville, Ct for a Use of Force Summit for 3 days. This was presented by the Daigle Law Group who are experts in the field for policies, investigations, current legal standards, liability protection, recommended training principals and injury prevention. (24 hours)

Traffic Contacts	410
Parking Contacts	42
Vehicle Inspections	26
Vehicle Unlocks	29
Crash Investigations	10
Public Assists	352
Assist Other Agency	102
Crimes Against Persons Report	16
Crimes Against Property Report	18
Other Reports	37
Arrests	37
Warrants	9
Alcohol/Narcotics Charges	18
Crimes Against Persons Charges	8
Crimes Against Property Charges	2
Other Charges	22
Animal Calls	25
Total Calls for Service	1846
*Total Calls for Service for the year	22180

Public Relations:

- Active Shooter training and drills were presented to the staff at North Bend Elementary.
- A safety presentation was provided to a local daycare. The daycare also generously provided a \$100 donation to the K-9 program.
- An officer taught a neighboring agency on tactical/combat skills (2 hours)
- A firearms instructor assisted a neighboring agency for their instructor to complete their annual qualifications for handgun, shotgun and rifle. (2 hours)
- The Chief and a Sergeant attended an open house at the Rape Victim Advocacy Program enter in Iowa City to meet staff and discuss our ongoing working relationship.
- We placed the donated quilt at the Community Center for auction. The highest donation, \$150 was received and the individual donated the quilt back to the police department. The second highest donor was contacted and he agreed to match the \$150 bid and received the quilt. The department raised \$300 for this item and would like to thank the maker, Patricia Fish, as well as the folks who donated to the canine program, James Hursch and Adam Olson.
- The Investigator taught a 6th grade class how to investigate and collect evidence at a crime scene.
- An officer presented safety topics to a women's group at an area church.

Equipment:

- All radars were calibrated and verified by an outside entity. This is completed annually.
- Ordering equipment for the two officers that will join the Johnson County SERT team that include helmets, and vests.

Enforcement:

- We responded to threats to harm students at the high school from an anonymous individual in a chat group. Officers investigated and identified the responsible individual. Charges were completed for Harassment 1st degree and Threats of Terrorism.
- Officers responded to a home invasion/Robbery 1st degree on Sugar Creek Lane. The suspect was located and identified in a neighboring apartment and taken into custody.

Department Admin:

- Accepted applications for the Police Officer Position. We posted for three weeks and ended up with 10 applicants. We will conduct the POST/ written test and physical agility test next month for one position.
- We have been accepting applications for the Annual Shop with a Cop program. We will select one child from several families living in North Liberty between the ages of 10-14 that are in good standing with the department. We will make our decision the first week of December and shop the following week. The money used for the shopping has been donated to the department.
- Nominations were taken by the staff for the Officer of the Year award.
- Canine Falco and Officer Campbell started working patrol together. Officer Campbell will start a Twitter account to track some happenings of a working police canine.
- The Council approved for two Officers from NLPD to join the Johnson County Special Operations Team. This tactical team will be deployed for high risk situations like warrants, barricade or hostage situations and will be a great local resource.
- We are still accepting application for the Citizen Policy Academy that will kick off in January.
- All employees completed the employee engagement meetings with the City Administrator.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 12/4/2017

To: Mayor, City Council and City Administrator
From: Shelly Simpson, Recreation Director
Date: December 4, 2017

Monthly Report –November 2017

Recreation Update:

“Kids Campsite” usage for this month, totaling 811 participants.

November is one of our slower months especially when weather remains gorgeous.

The Winter/Spring activity guide was completed which leads to inputting all the programs into ActiveNet for the start of registration. Registration for these program begins Week of December 4.

I mentioned some concerns that had surfaced last month. This month seemed minimal and staff will continue to supervise gymnasiums and monitor patron behaviors. Starting in January, we will be offering some new programs such as Family Open Gym Nights, Regular Open Gym Nights, Parent Night Outs and Board Game Checkout – all striving to promote family focus events.

Numerous meetings were attended to this month; including staff, budget, IPRA Conference planning and fee/membership review. Through Kirkwood/Merge sessions I have attended leadership and management sessions and will continue with them in the New Year.

Pool Update:

Ashley has been gathering information and cost estimates to make potential changes to the Outdoor Pool. We are also encountering maintenance issues on the Dectron unit which is a high priced item to repair/replace.

Swim lessons continued and this session had 178 participants.

Ashley has started a Recreational Swim Team and the interest and demand has spurred to offering it two nights a week at two different times. Due to its popularity it will continue with Spring sessions.

I hope everyone had a great Thanksgiving Holiday. It is always a great time for me to reflect on why I give thanks to everything (city, patrons, great facility) and everyone (my staff, city administration, dept heads and city council) that truly makes my job, one that I love, thank you!

Submitted by Shelly Simpson

To: Mayor and City Council

From: Michael Pentecost, Street Superintendent

Re: November 2017 Monthly Report

December 1, 2017

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

- Locating of City Utilities (304 job tickets) ongoing
- Continued animal control services (responded to 11 animal issues)
- Cemetery plot locates (1 in total)
- Winter Preparations
 - a. 98% of snow equipment fleet has been installed and inspected
 - b. Brine tanks have been filled and old brine location has been prepped and tested
 - c. New brine making equipment has been delivered and is currently being installed
 - d. City bulk diesel pumps and tanks have been insulated and prepped for cold weather
- Project Meetings
 - a. Front St reconstruction meetings and design
 - b. Brine building meeting. Project is very close to being completed.
 - c. Ranshaw Way phase 3 along with Coral Ridge Ave project
 - d. West Trunk and Cherry St sewer repair and lift station meetings
- Sanitary Sewer repair
 - a. North Liberty Rd force sewer mains were damaged by electric contractors
 - b. Zeller St sewer main along with several residential services were damaged by raw water main contractor
 - c. City hired contractor, Visu-Sewer, has completed first part of 28 manhole repairs
 - d. Staff has been clearing trees from sewer easement areas so they can be accessed for emergencies and maintenance
- Leaf Collection was completed
 - a. City extended collection an additional 2 weeks for a total 54 day collection (Oct 9–Dec 1)
 - b. 40 loads were collected or 694 cubic yards of material
- Training
 - a. All staff attended annual required Hearing Protection Training by IAMU
 - b. All staff attended Winter Operator Training by the American Public Works Association
- Crack seal program was put on hold until leaf pick up was completed
- Traffic signal and sign install/repairs
 - a. 4 traffic detection cameras were replaced at the intersection of Penn St and Kansas Ave when discovered 2 were failing. Cameras were original from installation of traffic lights.
 - b. Street ID and stop signs installed in all new subdivisions along with trail yield signs by Liberty High school
- Holiday décor was installed
- Storm system repairs on North Main St, Stewart St, and N Dubuque St
- Budget preparations for next fiscal year
- Annual radio interview with KXIC about upcoming projects and winter operations



New cameras being installed at Penn St and Kansas Ave



Leaf compost site

Communications Department Report

Submitted to the North Liberty City Council

Dec. 1, 2017, for the month of November 2017

Website redesign

We kicked off redesign of the city's website. We'll be working with Maudience, a North Liberty-based firm. Our next step is a focus group with city staff who use or disseminate information via the website to talk through what they need there, what sort of questions they get from the public and other critical pieces to get us going in the design. That meeting is scheduled for Dec. 6. Meanwhile, we'll be doing a content audit of our current site, looking at website we like

Beat the Bitter

Registration opened on Monday, Nov. 20. Our first event sold out on Thursday, Nov. 23. We still have lots of slots for outdoor activities, including broomball, kickball, curling, 5K-ish as well as many affiliated events, including Nordic-theme games at Geek City, a six-course beer dinner at Reds, painting and wine at Big Picture, a scavenger hunt with We Run, snow volleyball at J&A Tap, fat tire bikes with Sugar Bottom Bikes and a slew of offerings from the North Liberty Community Library. In all, North Liberty has more than 50 offerings of winter games and good cheer between Jan. 28 and Feb. 3, the majority are free including all of Fire & Ice Friday at Penn Meadows Park. The listings, with registration links, are available at beatthebitter.com.

Staff: Evan Runkle

We offered our communications assistant position to Evan Runkle, who accepted and started on Nov. 14. Evan is a University of Iowa graduate with video and photography experience. He'll do a lot of event and meeting coverage for us, as well as picking up other tasks at his time allows.

Projects

We continue to work with engineers and residents in preparation for spring projects, including work on Front Street that will be invasive to those residents. Our goals are to get feedback earlier in the process, build rapport, and also help the public understand the work that goes into planning these projects before they see construction actually start.

Business Boom

With Tracey, Angela and Jennie, we pulled together an after-hours business mixer at South Slope, in lieu of the Chamber of Commerce's annual banquet. Attendance was 100+, and feedback was positive. Staff will look for members of the local business community to take the reins for future events.

Drinking water advisory

We worked with the Water Department to communicate a late afternoon precautionary drinking water advisory. This was the first larger scale advisory we've dealt with (usually, they're small enough and rare enough the Water Department staff successfully works door-to-door).

Liberty High School

Nick joined Chief Venenga at a meet with Iowa City School District officials to talk through how best to communicate issues involving Liberty High School and other schools.

Other

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

Staff represented the City of North Liberty at as part of the Iowa City Area Chamber of Commerce North Liberty steering committee, with the United Way and Think Iowa City.

We sent news releases about preparing for snow, leaf pickup, social service funding, Veterans Day luncheon, and more.

Social media (Current month and preceding 12)

Month	Facebook new likes	Facebook reach (28 days)	Twitter new follows	Twitter impressions	Instagram net new follows
November 2017	57	25,611	24	20,500	2 (1037)
October 2017	57	44,372	29	38,400	19 (1035)
September 2017	107	65,887	36	33,400	21 (1016)
August 2017	111	51,381	37	46,900	18 (995)
July 2017	49	20,886	47	23,300	20 (977)
June 2017	69	27,806	29	16,700	20 (957)
May 2017	81	22,901	23	21,800	11 (937)
April 2017	72	37,913	36	28,400	15 (926)
March 2017	92	63,364	29	20,100	10 (911)
February 2017	54	40,720	39	38,100	14 (901)
January 2017	41	27,035	59	17,400	13 (887)
December 2016	51	59,538	29	17,800	14 (874)
November 2016	48	50,690	36	12,700	17 (860)

Website Statistics (Current month and preceding 12)

Month	Sessions	Users	Pageviews	Pages/Session	Avg. Session
November 2017	16,921	11,883	33,819	2.00	1:26
October 2017	18,630	13,044	36,558	1.96	1:24
September 2017	14,559	10,929	29,604	2.03	1:24
August 2017	17,263	12,335	36,431	2.11	1:30
July 2017	22,274	15,331	43,681	1.96	1:23
June 2017	24,295	18,102	45,565	1.88	1:14
May 2017	17,593	12,775	37,549	2.13	1:33
April 2017	17,784	12,520	36,183	2.03	1:26
March 2017	27,434	21,552	47,673	1.74	0:59
February 2017	13,340	9,711	29,186	2.19	1:32
January 2017	15,482	10,918	35,254	2.28	1:33
December 2016	12,687	9,167	29,048	2.29	1:30
November 2016	13,679	9,930	28,603	2.09	1:25

Completed Shoots

Title	Requested By	Date Shot	Duration
Social: Holiday Fair	Communications	Nov. 2	0:01
Social: Breakfast with Santa	Communications	Nov. 2	0:01
Parks and Recreation Commission	City Administration	Nov. 2	1:17
Communications Advisory Commission	City Administration	Nov. 6	0:25
Planning and Zoning	City Administration	Nov. 7	0:55
City Council	City Administration	Nov. 14	1:53
Social: Beat the Bitter	Community Betterment	Nov. 15	0:01
Social: Chief Platz	Communications	Nov. 16	0:02
NLCL Veterans Lunch	Library	Nov. 11	1:16
Social: Thanksgiving Luncheon	Communications	Nov. 22	0:04
City Council	City Administration	Nov. 28	1:06
City Council Special Session	City Administration	Nov. 29	2:10
Total shoots: 13	Duration of new video: 11.1 hours		



Water Pollution Control Plant



TO: City Council, Mayor and City Administrator

FROM: Drew Lammers

DATE: Dec. 1, 2017


SUBJECT: November 2017 Water Pollution Control Plant (WPCP) Report

1. All scheduled preventative maintenance at the plant and lift stations was completed. Staff stayed very busy with numerous operational jobs throughout the month.
2. WPCP staff performed annual cleaning and maintenance at all 10 lift stations throughout the city. This typically involves cleaning out all of the wet wells of grease and debris, checking all electrical connections throughout each control panel, and performing a series of pump performance test. All stations are well maintained and operating efficiently.
3. This month's staff safety meeting was on ladder safety. This was the first month that the wastewater dept. used the new Target Solutions safety training and record tracking software program. It seems to be very user friendly and effective for all employees.
4. The majority of the WPCP Phase 2 expansion project is complete with the exception of some changes in design and construction to our preliminary treatment process. The city is currently awaiting proposal prices for these changes. Many of the punch-list items have been addressed and others are scheduled for completion. The city and engineers are following up on all items to get the project completed as efficiently as possible.
5. A bio-solids dewatering building and dry cake storage facility was a major addition with the phase 2 plant expansion. Since May 2017 the wastewater facility has dewatered 2,625,700 gals of stabilized bio-solids into 659.40 wet tons of caked solids which was recently hauled/applied to a local farm field as fertilizer. If the city were hauling liquid fertilizer this would have cost an estimated \$82,000, but with dewatering equipment the cost of polymer (dewatering chemical) and hauling were \$37,645. This is a cost savings of \$44,355 in just one hauling event.

Drew Lammers
WPCP Superintendent

City of North Liberty
3 Quail Creek Circle
PO Box 77
North Liberty, IA 52317

Phone: 319-626-5738
Fax: 319-626-5739
northlibertyiowa.org



To: Mayor and City Council

From: Greg Metternich, Water Superintendent

Re: Monthly Report

December 7, 2017

We read 8,241 radio reads last month that's an increase of 6 accounts. We had to re-read approximately 29 accounts.

We delivered 236 shut off notices and shut off approximately 64 overdue accounts for non-payment last month.

We had 122 service orders, 25 equipment change outs, and 6 new meter sets.

In the month of November we treated a total of 38,971,000 gallons of water, our average daily flow was 1,299,000 gallons, and our maximum daily flow was 1,486,000 gallons. The total for the month was 7.06% higher than last November.

Portzen seems to be right on schedule at the new treatment plant, all of the doors have been installed and temporary heat is being pumped into the building. The painters are finishing up on the office side, and only have a couple of small areas to finish on the process side. The electricians have been installing switch gear and pulling wire throughout the building. The plumbers are finishing up with the smaller copper piping and next week will begin installing the stainless steel process piping. The RO skids are scheduled to ship the first week of January.

Garling Construction has been working on the punch list for the new Storage-Brine building. They were hoping to have substantial completion before the end of November but did not make that deadline, which would have put them about a month ahead of schedule; the completion date isn't until the end of December.

Ricklefs Excavating has installed the raw water main along Zellar St, under Hwy 965, along Parkview Ct, under the railroad tracks, and over to the treatment plant site. The raw water main has also been bored under South Front St. to Birch Ct. They ran into several problems along West Zellar, five sewer services had to be repaired, one sewer main was shifted, and a water main valve came apart that caused a boil order for some residents. The 12" treated water main that was installed under South Front St. had to be replaced do to a bad gasket, we'll start the testing process on that main next week.

Water Superintendent
Greg Metternich

North Liberty Community Library Board of Trustees Meeting

City Council Chambers 1 Quail Creek Drive

North Liberty 6:30 PM, October 16, 2017

Members Present: Marcia Ziemer, Doug Neale, John Henk, Jessica Beck

Library Director: Jennie Garner

Member not present: Bud Forbes

Call to Order: 6:30 PM

- I. Additions/Changes to the Agenda:
 - a. New Business: November meeting date
 - b. Other Business: Board training webinar discussion
- II. Public Comment: Brian Wayson, City Council member, introduced himself to the Library Board
- III. September Minutes: John motioned to approve. Jessica seconded the motion. Approved.
- IV. Reports
 - a. Staff Introduction: Melanie; Monthly newsletter started and since March have 88 people have signed up. Links and sign-ups for programs are listed in the newsletter. Template by Mailchimp for newsletter. On October 27th, Trunk or Treat will be offered for the third year. Many City departments decorate various vehicles and hand out treats. This year non-profit groups will be part of the program. Melanie has been instrumental in establishing this ongoing activity. Melanie has communicated with other marketing groups to gain insight to methods. She wants to work on tracking programs with Janet to determine if the website is being useful. An example might be to organize links for faster searches. Marketing and programming for kids is easy, it is the adults who are harder to reach.
 - b. Budget: Part time staffing up by 3% but expenditures are in "good shape". However, database payments will "spike" budget in the future, but will smooth out over the year. Andrew is doing a good job of tracking the ordering expenses. Other staff are now responsible for more of the expense oversight, giving them "ownership" to the budget process. Janet has the paper copier coin machine implemented into the software system.
 - c. Friends: Have good funds and greatly support the library (\$5,000 recently to help with flooring project). Waffle breakfast went very well, with more profits than recent years. Cookie Walk is December 9th and cookies are \$6.00 per dozen. Friends are interested in larger projects and want to pursue this way of support.

North Liberty Community Library Board of Trustees Meeting

City Council Chambers 1 Quail Creek Drive

North Liberty 6:30 PM, October 16, 2017

- d. Director: Marie is leaving and a part time position is now filled by Bethany (interviewed by staff). Annual report is now being prepared. Budget for commodity services will be flat, but will request a full time Public Services position. A half-time position will also be requested to work with Youth and Teen desk and as a “resource” officer that is not librarian but can work with challenging situations. Also, additional staffing for programs. Training at the Iowa Library Association Conference October 18-20 (Erin and Jennie will presenting). Caroline traveling to Kentucky for YALSA Symposium. Erin and Angie Pilkingot (Iowa City Public Library) had a proposal accepted to present at ALA’s Association for Library Service to Children (ALSC) National Institute Sept 2018 in Cincinnati.

V. Policy Review

- a. Meeting Room Terms of Use Policy: Motion to approve; Jessica, seconded; John. Approved.
- b. Child Safety Policy; behavior based rather than aged based. Board member Ziemer asked for comparison to the Council Bluffs findings (who have implemented this type of behavior based policy). Library Staff are eager to try this approach and will give them guidance and support. John motioned to approve, Jessica seconded, motion approved.
- c. Director Evaluation Form: Board member Beck wanted to know about director’s goals. General agreement that the survey met our goals and needs and will proceed with using this survey.

VI. Old Business: none

VII. New Business: November meeting date Meeting will be held November 13th.

VIII. Other Business: Board Training Review of webinar by Pat Wagner (one hour video); General comments by board members:

Be direct and get to the source of the issue (ex: what is the legal status, call the AG and get answer).

Lean Principles a key part of training with take-away; “keep trying and see what works.”

Make sure library is part of our community and how we can be aware of needs.

ESL opportunity for Spanish speaking members of community could be associated with training process.

Adjourn: Motion to adjourn by John and seconded by Jessica. Approved and adjourned at 7:45 PM.

North Liberty Parks & Recreation Committee Meeting
Thursday, December 7, 2017
Proposal of Agenda
REGULAR MEETING: 7:00PM

NEW BUSINESS:

1. Approve minutes from meeting of: Minutes from November 2 meeting.
2. Public Comments/Concerns: Open to public for comments and concerns; 5 minutes per person time limit.
3. New Board Member: Welcome Troy Carter, newly appointed board member.
4. Joshua Karau, Presentation: Dek Hockey proposal
5. Centennial Park Playground: 3 Options to review and provide direction for Guy.
6. Recreation Survey: Do not have budget approval for RFP to date so creating survey for public input. Nick assisted and it is on-line at city website, hard copies at front desk and city hall.
7. Fees / Membership Discussion: Discussion of new fee / membership proposal, changes to simplify options and increase fees with May 1 implementation.
8. Building & Grounds Report: Parks Monthly Report
9. Upcoming Events:

Holiday Vendor Fair	December 9
Breakfast With Santa	December 9
10. Any new issues not on the agenda?

OLD BUSINESS:

1. Recreation Monthly Report: Report included in packet summarizing the past month.
2. Any old business not on agenda?

CONCLUSION:

1. Next Meeting: Thursday, January 4, 2017 at 7:00 PM
Location: City Council Chambers at 1 Quail Creek Circle
2. Adjourn

North Liberty Parks & Recreation Committee Meeting

Board Members Present: Matthew Eckhardt, Jami Maxson, Scott Stahmer, Raquishia Harrington, Jeff Kellbach

Others Present: Shelly Simpson, Guy Goldsmith, Brian Motley, Tim Hamer

Meeting called to order: 7:00 pm

NEW BUSINESS:

1. **Approve minutes:** Minutes from September 7 meeting approved.
2. **Board Vacancy/Appointments:** vacancy advertised, submissions due Nov. 10, will appointment new member in December. Following appointments were approved:
Chair - Matthew Eckhardt; Vice Chair - Jeff Kellback; Secretary - Jami Maxson
3. **Aquatics Discussion:** Researching sample surveys to present. Ashley researching options for new outdoor pool play feature and adjusting BB hoop. Still plan to talk to UNI re assistance in formulating master plan RFP.
4. **Trail Light Funding:** in current budget, \$225,000 is earmarked for trail lighting from Zeller to Forevergreen Rd. Considerations given to instead putting money towards:
 - a. Dog park
 - b. Finish road around perimeter of Centennial Park
 - c. Fund design of performance stage and climate-controlled shelter at Centennial Park.Further discussion and info at next meeting, board considers these more useful to greater population than trail lighting.
5. **Ball Field Lighting:** At NLYBS meeting was discussion on field availability, and lighting would help issues. NLYBS willing to dedicate money to such a project. Old estimate had cost of \$100K/field, and \$250K for Babe Ruth field. Would be most important for 2 largest fields, will look more into project.
6. **Building and Grounds Report:** Maintained fields and facilities at Penn Meadows. Winterized irrigation, landscaping, facilities. Clearing trees near facility for storage site of tree debris, mulch, concrete debris, etc for future use. Preparation work for new fencing and batting cage at Babe Ruth field.
7. **Upcoming events:**

Holiday Vendor Fair	December 9
Breakfast with Santa	December 9
8. **Winter/Spring brochure:** working on currently, for programs offered Jan-April, registration begins Dec 5.
9. **New Issues:**
 - a. New pieces of exercise equipment installed
 - b. Locker room remodel - had to fix ventilation system, currently only redoing men's locker room.
 - c. Door security - keycard system and cameras installed.
 - d. Closed Thanksgiving day and day after.
 - e. Rec staff working on facility pass and revision of fee schedule.

OLD BUSINESS:

1. **Recreation Monthly Report:** busy month with Halloween activities, good turnout for Haunted Happenings.

CONCLUSION:

1. **Next Meeting** **Thursday, December 7, 2017 at 7:00PM**
Location: City Council Chambers at 1 Quail Creek Circle
2. Adjourned at 8:13 pm
Minutes submitted by Jami Maxson

North Liberty Dek Hockey

A proposal to the City of North Liberty

This is a proposal to bring the sport of Dek Hockey to North Liberty and the Corridor Area. This proposal will outline what Dek Hockey is, what it would bring to North Liberty, and what a Dek Hockey facility would look like. It will also itemize what would be required from the city and the best options to install such a facility in North Liberty.

- A) What is Dek Hockey?
- B) What would Dek Hockey bring to the city?
- C) What would the facility look like?
- D) What would be required from the city?
- E) Where would the best location be?

What is Dek Hockey?

Dek Hockey is a recreational sport similar to Ice Hockey. In Dek Hockey, teams play against each other on a hard surface measuring 50' wide by 100' long, and use hockey sticks in an attempt to score points by placing the ball in their opponents' goal. Each team of ~10 participants places 3 of their players plus a goalie in the rink. Players are able to sub in and out on the fly or when play stops. Each player wears shin/knee pads, gloves, and a helmet, with goalies wearing a mask, catching glove, blocker, chest pads, and leg pads. Dek Hockey is classified as a non-contact sport, as body checking/rough play is penalized and not allowed. It is traditionally played over the course of three equally timed periods, with an overtime period if the score is tied at the end of regulation time.

Dek Hockey is played on a hard surface. No special skills, such as skating, are required to play, making it very accessible. Additionally, equipment costs are low and similar to baseball/softball, with equipment usually available to rent at the facility. Finally, Dek Hockey lends itself well to participation from individuals of varied levels of physical well being, making it an enjoyable activity for anyone from 4 to 55+ years of age.



What would Dek Hockey bring to the city?

Dek Hockey was born in Canada and has been growing in popularity over the last decade. Brought to the Quad Cities by Patrick Levesque, it has grown from one rink open one day a week in 2012 to over 100 teams and 2000+ players playing on two rinks seven days a week. Quad Cities Dek Hockey also employs over 60 individuals as referees, score keepers, videographers, web developers, general laborers, and retail associates. With access to the entire population of the Corridor area, Levesque sees “a similar or better growth potential” for Dek Hockey in North Liberty.

What Dek Hockey would bring to the City of North Liberty:

- Jobs
 - QC Dek Hockey currently employs 60+ individuals.
 - Waterloo Dek Hockey currently employs 20+ individuals.
- Revenue
 - QC and Waterloo Dek Hockey pay a lease on the properties they occupy.
- Visitors
 - On a week-to-week basis QC Dek Hockey brings in people who wouldn't normally come to the Quad Cities from a 50+ mile radius.
 - The twice-a-year tournament weekends bring in 1000+ from all across the midwest.
- A novel activity/sport not available anywhere else in the Corridor area.
 - The owner of QC, Waterloo, and Springfield Dek Hockey has a policy of not opening a facility within 25 miles of any other facility. This means a Dek Hockey facility in North Liberty would be the Corridor's only facility, with the ability to draw from Iowa City, Coralville, Cedar Rapids, Marion, Hiawatha, and all points between.
 - The facility would also be available for reservation/rental, allowing for parties, groups, schools, businesses, or anyone else the ability to host their own activity.

Steve Grimes, Director of Parks and Recreation for the City of Bettendorf, had nothing but positive things to say about the project and its benefits to his city. He noted that Patrick and his wife are very committed to the project and to the growth of the sport as a whole, and are very hard working and enthusiastic partners. He also commented on the rate of growth in popularity and participation he saw once the rink was completed, saying that it far exceeded his expectations and is unprecedented for any similar project in Bettendorf. When I asked him if he had a recommendation about Dek Hockey for other cities, he advised to “strongly consider it, as it is an affordable and approachable sport that is great for all age groups.”

What would the facility look like?

Currently, the Waterloo facility rests on a parcel 100' by 70'. It is a one rink facility with bleachers, picnic tables, and a modular building that serves as the pro shop and the local office. Any North Liberty facility would start out like this.



As seen above, the playing surface is made up of ~1'x1' interlocking tiles, over which the dasher boards, benches, fences, and goals sit. These tiles must be placed on a hard surface, as they would simply sink into open or grassy ground. Additionally the dasher boards and fence posts need to be secured into the ground/surface. Directional lights provide illumination for evening play and speakers provide music/announcements while the facility is open.

Installation of the flooring, boards, fence, bleachers, picnic tables, office/pro shop, and scoreboard would cost ~\$150,000, all of which would be paid for by our organization.



What would be required from the city?

In previous agreements (Attachment 3), municipalities have agreed to provide a lighted, hard-surfaced, generally level plot measuring at least 100' by 70' with available electricity and located at least 500' from any current residential dwelling. Additionally, they have agreed to provide said space for \$1 per year for a 2 year term to allow for a facility to be built and the sport to gain local popularity and participation. After this two year term, a yearly lease has been negotiated.

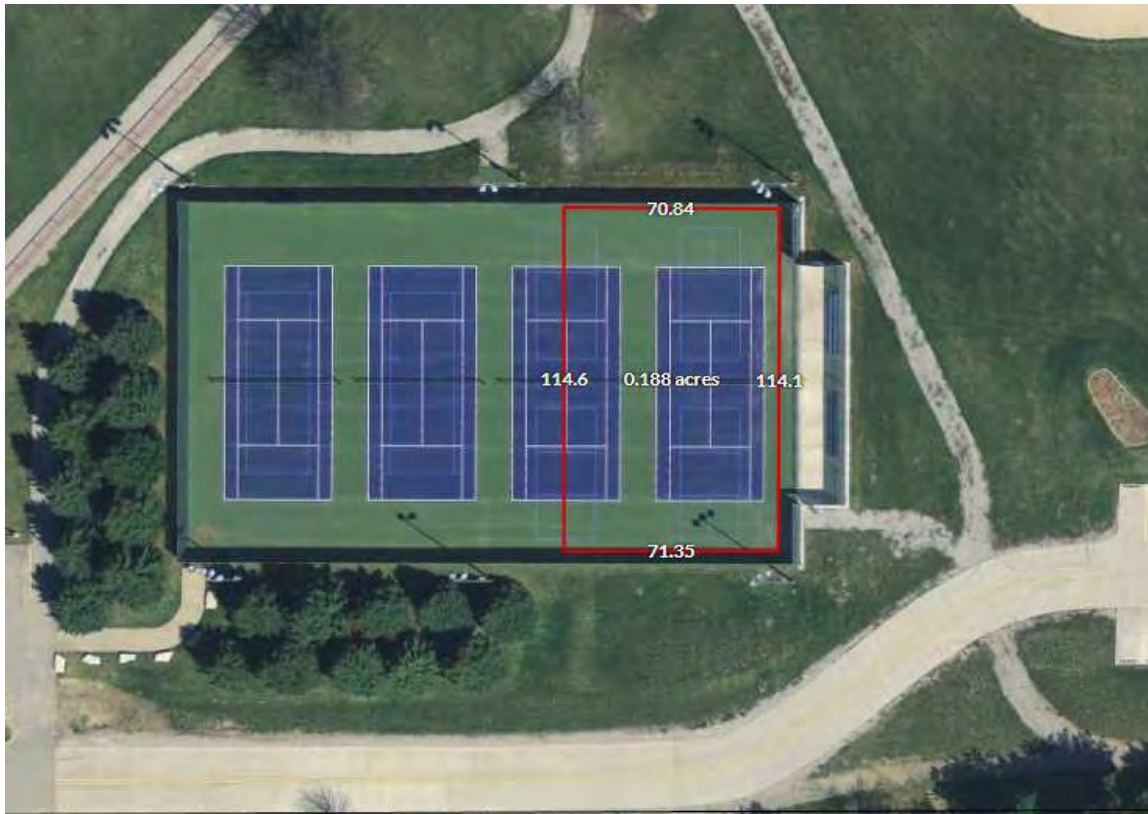
If an existing area can be located, the cost would be minimal. If an area would need to be built, Black and Yellow Sealing and Striping provided the attached estimates for the asphalt work. If the City of North Liberty has a contract with another company, those costs should be lower.

Where would the best location be?

Proposed location 1, option 1

Penn Meadows Park, tennis courts

This would be the ideal location, assuming the tennis courts are not utilized extensively. This location would offer everything necessary: the hard surface, the lights, and the power. If only one of the four tennis courts could be made available, the rest of the infrastructure could be put elsewhere and the existing fencing modified.



This option assumes one or more of the tennis courts are not being used to their potential.

Proposed location 1, option 2

Penn Meadows Park, green space

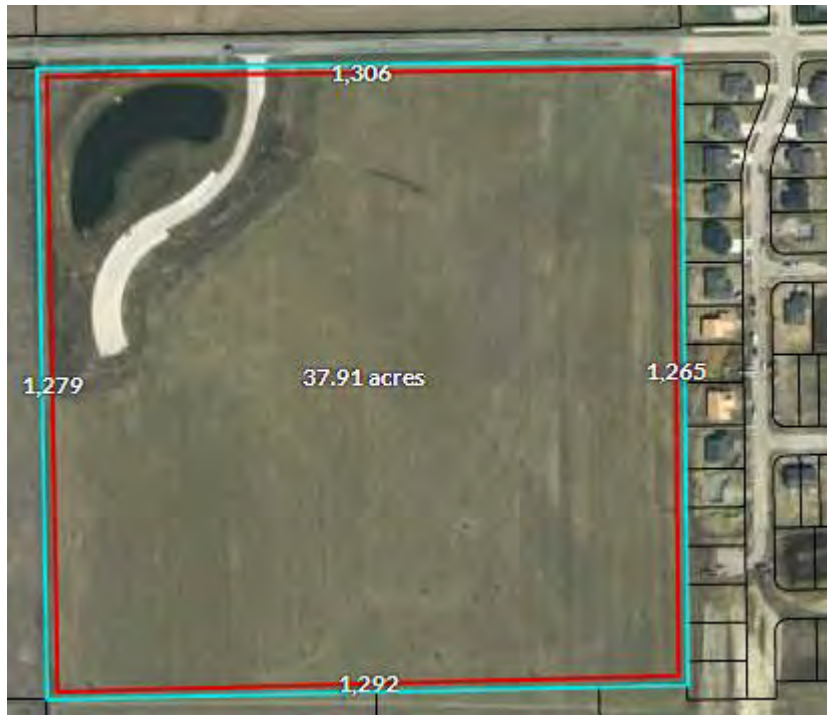
This option keeps the parking and centralization benefits of Penn Meadows but would require a build out of a hard surface. This option would also allow for easy repurposing of the surface as additional parking should something unexpected happen. The cost to the city for this is estimated at \$25,000 to \$32,000 (Attachment 1).



Proposed location 2

Centennial Park

This location would require significant build out, needing both lighting and a hard surface to be added. It is however a blank canvas, and could be utilized the place the facility anywhere, allowing it to be built around to maximize potential.



Proposed location 3

Quail Ridge Park

This is the least desirable option. Parking is limited, the hard surface would need to be poured and lighting constructed, and trees would need to be removed to facilitate the construction.



Attachment 1 – Asphalt estimate from Black and Yellow Sealing and Striping

ESTIMATE



Josh Karau

Estimate # 000204
Date 11/06/2017
Business / Tax # 82-1134359

Black And Yellow Sealing And Striping, INC

635 Pebble Court
North Liberty, IA 52317

Phone: (319) 930-1984
Email: blackyellowpro@gmail.com
Web: www.blackyellowasphalt.com

Description	Rate	Total
Asphalt Pads in penn meadows park north liberty	\$0.00	\$0.00
• 6" rock base		
• 3" Asphalt		
***Depending on how much dirt needs to be moved		
\$3.25/sq ft up to \$4.10/sq ft		
Two pads		
110'x70' - \$25,025 to \$31,570		
170'x170' - \$93,925 to \$118,490		

Subtotal	\$0.00
Total	\$0.00

Notes:

Penn meadows park asphalt pads

Josh Karau

Attachment 2 – Contact information

Steve Grimes, Director, Parks and Recreation – Bettendorf, IA
sgrimes@bettendorf.org
563-344-4115

Decker Ploehn, City Administrator – Bettendorf, IA
dploehn@bettendorf.org
563-344-4007



Community Recreation Needs

This survey, produced and administered by City of North Liberty's Park & Recreation Commission and department staff, aims to guide future changes to the city's park and recreation master plans.



Surveys can be completed on-line at www.northlibertyiowa.org/recneeds.

Paper copies can be picked up and returned at North Liberty Community Center or at City Hall.

Does the North Liberty Community Center meet your family's recreational needs? Yes or No

Why or why not: _____

How often do you and your family use the following recreational facilities?

	Daily	Weekly	Monthly	Occasionally	Never
City of North Liberty recreation department facilities	5	4	3	2	1
Other local recreation department facilities	5	4	3	2	1
Public school facilities	5	4	3	2	1
College or university facilities	5	4	3	2	1
Private facilities	5	4	3	2	1
What other recreational facilities do you or your family use:	_____				

How often do you or your family engage in the following activities?

	Daily	Weekly	Monthly	Occasionally	Never
Baseball/softball	5	4	3	2	1
Soccer football or other multi-purpose outdoor field sports	5	4	3	2	1
Tennis, pickleball, basketball or other multi-purpose outdoor court sports	5	4	3	2	1
Basketball, volleyball, pickleball or other multi-purpose indoor court sports	5	4	3	2	1
Walking, Running	5	4	3	2	1
Cardio or weight equipment, aerobics or fitness and exercise	5	4	3	2	1
Lap swimming, water aerobics or other aquatics	5	4	3	2	1
Leisure activities, such as arts and crafts and other classes	5	4	3	2	1
What other recreational activities do you or your family engage in regularly:	_____				

To meet demand/growth, how supportive would you be to:

	Strongly Support	Support	No Opinion	Oppose	Strongly oppose
Upgrade existing Community Center	5	4	3	2	1
Upgrade existing city INDOOR sport courts	5	4	3	2	1
Upgrade existing city OUTDOOR sport complex	5	4	3	2	1
Continue cooperative projects/use with school districts	5	4	3	2	1
Develop a new second Recreation Center	5	4	3	2	1
Develop new city indoor multi-sport field house	5	4	3	2	1
Develop new city outdoor sport complex	5	4	3	2	1
Purchase land to preserve open, green space	5	4	3	2	1
Purchase land for developing recreational facilities	5	4	3	2	1

The majority of funding for North Liberty Parks and Recreation Department comes from user fees and taxes.

Knowing this, what options would you be supportive of:

	I would support	No Opinion	I would oppose
Reduce operating hours for current facilities	3	2	1
Fund increased costs from higher user fees with no tax increase	3	2	1
Fund increased costs from higher taxes with no fee increase from users	3	2	1
Fund increased costs through a balance of increases in taxes and user fees	3	2	1

Do you know the City of North Liberty has two other strategic plans related to parks and recreation? Yes or No

How would you rate the following strategic plans?

	Excellent	Good	Satisfactory	Fair	Poor	I have not read this plan
Parks Plan	5	4	3	2	1	0
Aquatics Plan	5	4	3	2	1	0

Do you have any comments about the city’s strategic recreation plans?

Demographics:

What is your zip code?

What is your age?

What is your household income?

Under \$25,000 \$25,000-\$49,999 \$50,000-\$74,999 \$75,000-\$99,999 \$100,000 or more I’drather not say

This concludes the survey. Thank you for your feedback.

North Liberty Community Center Fee and Package Proposal - revised 2017, implement May 2018

We have not raised rates in 10 years; inflation and cost of operations continue to rise.

We would like to have identification of most users.

Drop in fees based on current pool rates.

Drop in fees higher, to promote purchase of packages; packages better value.

Daily Fees: Fee same for all (exercise, pool, open gym, etc...)

Charge daily fees to help push patrons towards memberships; memberships = better value.

Adults:		\$ 4.00	(Individuals 19-59)
Children/Seniors:		\$ 3.00	(Children 3 yrs to Grade 5, need supervision) (Children Grade 6 - 18 yrs old; pay or pass option) (Seniors - Individuals age 60 and older)

Pros:

Simplify fees (currently offer \$1-4)

Minor Changes to POS

Increase promotes memberships

Memberships less expensive, provides ID

Grade 6 and older need pay/pass

Does not affect those individuals coming to programs/activities, special events, etc...

Cons:

Senior weight increase \$1 to \$3

Open Gym increase \$2 to \$4

No difference between resident/non-resident

Memberships:

Types: Black & Gold - access to weight & exercise area, pools, open gyms, etc...
 Gold - access to weight & exercise area only
 Silver - access to pools only
 Facility/Track - access to open gym activities and or Track

		Black & Gold	Gold	Silver	Facility/Track
Monthly	Individual	\$ 45.00	\$ 25.00	\$ 25.00	\$ 10.00
	Child-Student-	\$ 36.00	\$ 20.00	\$ 20.00	\$ 10.00
	Military-Senior				
	Couple	\$ 75.00	\$ 45.00	\$ 45.00	
	Family	\$ 136.00	\$ 90.00	\$ 90.00	
Annual	Individual	\$ 226.00	\$ 150.00	\$ 150.00	\$ 60.00
	Child-Student-	\$ 180.00	\$ 120.00	\$ 120.00	\$ 60.00
	Military-Seniors				
	Couple	\$ 338.00	\$ 225.00	\$ 225.00	
	Family	\$ 350.00	\$ 300.00	\$ 300.00	

Pros:

Only offer 1 month or Annual options

Monies stay in respective budgets

All Grade 6 & older get a pass

Gold & Silver packages have same pricing

Silver pricing stays similar

Financial Aid - apply to Annual Only Memberships

Lowest charge w/financial aid: 60 x 15% = \$9 yearly fee

Cons:

Eliminate Summer passes

Track users; charge, no charge

Gold package prices have been reduced

No differences for resident, non-resident

DAILY FEES		Adult: R/NR	Senior /Child
Exercise		\$2.00 / \$3.00	\$1.00 / \$2.00
Pools		\$ 4.00	\$ 3.00
Open Gym		\$ 2.00	\$ 2.00
Propose	All Facility same	\$ 4.00	\$ 3.00

MEMBERSHIPS

		Black & Gold	Current: R/NR	Gold	Current: R/NR	Silver	Current: R/NR	Facility/Track	Current: R/NR
Monthly	Individual	\$ 45.00 *	\$45 / \$54	\$ 25.00 *	\$25 / \$30	\$ 25.00 *	\$25 / \$30	\$ 10.00 ^	NA
	Child-Student-Military-Senior	\$ 36.00 *	\$36 / \$43	\$ 20.00 *	\$20 / \$24	\$ 20.00 *	\$20 / \$24	\$ 10.00 ^	
	Couple	\$ 75.00 *	\$75 / \$90	\$ 45.00 *	\$45 / \$54	\$ 45.00 ^	\$38 / \$46		
	Family	\$ 136.00 ^	\$127/\$152	\$ 90.00 *	\$90 / \$108	\$ 90.00 ^	\$51 / \$61		
Annual	Individual	\$ 226.00 <	\$327 / \$392	\$ 150.00 <	\$213 / \$256	\$ 150.00 *	\$150 / \$180	\$ 60.00 ^	\$0 / \$5
	Child-Student-Military-Seniors	\$ 180.00 <	\$261 / \$313	\$ 120.00 <	\$170 / \$204	\$ 120.00 *	\$90 / \$108	\$ 60.00 ^	
	Couple	\$ 338.00 <	\$547 / \$656	\$ 225.00 <	\$383 / \$460	\$225.00 *	\$225 / \$270		
	Family	\$ 350.00 <	\$959 / \$1,151	\$ 300.00 <	\$765 / \$918	\$300.00 *	\$300 / \$360		

New Proposed Fees

*	No change	As you can see most pricing stayed the same; symbols above.
^	Increase	Increase in fees determined by going with highest current rate between Gold or Silver Facility/Track increase due to new package for open gym activities and track use.
<	Decrease	Decrease in fees determined by going with lowest current rate between Gold or Silver Annual fees drastically reduced to promote best value and push family use
	Note:	All facility passes resolve identification issues and helps track attendance. Lowest charge w/financial aid: 60 x 15% = \$9.00 yearly fee

**To: Park & Recreation Commission Board Members
Mayor, City Council and City Administrator**
From: Shelly Simpson, Recreation Director
Date: December 1, 2017
Re: Monthly Report – November 2017

Program Summaries – November

Swim Lessons:

Parent Tot:	14 participants
Tadpoles:	15 participants
Level 1:	14 participants
Level 2:	15 participants
Level 3:	13 participants
Level 4:	18 participants
Level 5:	16 participants
Level 6:	19 participants
Private – T:	27 participants
TH:	27 participants
Totaling;	178 participants

Pool Programs:

Early Bird Aqua Aerobics:	6 participants, plus drop-ins.
Easy Does It:	3 participants, plus drop-ins.
Water Resistance AM:	4 participants, plus drop-ins.
Aqua Boot Camp:	5 participants, plus drop-ins.
Arthritis Foundation Aqua:	25 participants, plus drop-ins.
Noodle Triathlon Workout:	Drop-ins only.
Rec Swim Team:	Tues = 13; TH = 12; totaling 25 participants

Preschool:

Kids Campsite:	This month; 811 participants
Lucky Duck:	Back to Tuesdays & Thursdays; this session \$ 75.00 collected
Wiggle Worms:	4 participants
Music & Movement:	3 participants
Kinder Club:	8 participants, plus walk-ins
Pee Wee – Basketball:	AM = 19 participants PM = 34 participants
Motion Madness:	no participants

Youth Programs:

Recsters BASP: AM – 14, PM-61, totaling 75 participants

Youth Sports:

Tae Kwon Do M/TH:	6 participants
Tae Kwon Do T/W:	6 participants

Adult Sports/Programs:

Basketball:	Package \$30; Drop-in \$46; totals \$ 76.00
Pickleball:	Package \$220; Drop-in \$520; totals \$ 740.00
Volleyball:	Package \$ -0-; Drop-in \$62; totals \$ 62.00

Adult Basketball: 16 teams are playing in Fall League
 Co-ed Volleyball: 10 teams are playing in Fall League

Adult Fitness:

Cardio Pump: 6 participants, plus drop-ins.
 Kickboxing PM: 2 participants, plus drop-ins.
 Boot Camp: Drop-ins only.
 Lower Body Blast: Drop-ins only.
 Body Blast: 1 participant, plus drop-ins.
 Body Sculpt: Drop-ins only.
 Personal Training: This month totals: Kris = -0-; Allan = -0-; Rachel = -0-

Senior Citizens:

Senior Dining: Nov 3 14 participants
 Nov 10 11 participants
 Nov 17 21 participants - potluck
 Nov 24 canceled; facility closed
 Total for month: 46 participants

Special Events: None to report

ActiveNet Totals: Gross Income (Nov) = \$ 40,820.20

Residency Breakdown - POS: (Nov)

	Resident	Nonresident	Total	Previous Month
Track	78	36	114	78
Daily Weight	795	68	863	718
Senior DW	181	34	215	235
Sub Total	976	102	1,078	953

	Adult	Youth/Seniors	Total	Previous Month
Pool Daily Fees	357	571	928	720



NORTH LIBERTY PLANNING COMMISSION

Minutes

December 5, 2017

City Council Chambers, 1 Quail Creek Circle

Roll Call

Chair Ronda Detlefsen called the December 5, 2017 Planning Commission meeting to order. Commissioners present: Jennifer Bleil, Ronda Detlefsen, Adam Gebhart, Jason Heisler, Becky Keogh, Kylie Pentecost, and Patrick Staber.

Others present: Dean Wheatley, Ryan Heiar, Tracey Mulcahey, Scott Peterson, Evan Runkle, Carter Kurdle and other interested parties.

Agenda Approval

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

Iowa City Community School District Rezoning

Staff Presentation

Wheatley presented the request from Iowa City Community School District to approve a rezoning from I-1 to Public for property intended for a new elementary school and located generally on the west side of N Front Street directly south of Cedar Springs Subdivisions.

Applicants Presentation

Duane Van Hemert, Iowa City Community School District, was present on behalf of the applicant and offered to answer questions.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the school design including walking paths. The Commission offered support for the location.

Recommendation to the City Council

Bleil moved, Keogh seconded to recommend approval of the rezoning application for the Iowa City Community School District to the City Council with no conditions. The vote was: ayes – Gebhart, Staber, Detlefsen, Pentecost, Bleil, Keogh, Heisler; nays – none. Motion carried.

Rental Housing Unit Code Amendment

Staff Presentation

Heisler will abstain due to his employment.

Wheatley presented the recommendation from City staff to address a State Code change that takes effect January 1 and prohibits cities in Iowa from limiting occupancy of rental housing units through the use of a “family” definition – a standard code provision in probably every city in the state. Without this amendment (or some equivalent), unlimited numbers of unrelated people could rent any housing unit in North Liberty. Council has held a public hearing and first consideration on the ordinance. Wheatley has received feedback from the community.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the ordinance regarding parking, the language, the maximum number of adults allowed, and expressed support for staff in this process,

Recommendation to the City Council

Bleil moved, Gebhart seconded to recommend approval of the code amendment. The vote was: ayes - Pentecost, Gebhart, Detlefsen, Keogh, Bleil; nays – Staber; abstain - Heisler. Motion carried.

Approval of previous Minutes

Staber moved, Keogh seconded to approve minutes from the November 7, 2017 Commission meeting. The vote was all ayes. Minutes approved.

Old Business

No old business was presented.

New Business

Wheatley reported that there are no new cases for January.

Adjournment

At 7:00 p.m., Staber moved, Gebhart seconded to adjourn. The vote was all ayes. Meeting adjourned.