



**North Liberty City Council  
Regular Session  
October 27, 2020**



# **City Administrator Memo**



To **Mayor and City Council**  
From **Ryan Heiar, City Administrator**  
Date **October 23, 2020**  
Re **City Council Agenda October 27, 2020**

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### Meeting Note

Tuesday's meeting will be held virtually via Zoom and live streamed at [Watch Meetings Live](#) as well as available on the website. Participants will log into the meeting in order to conduct business while the public will be able to watch the debate and decisions being made.

### Consent Agenda

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

- City Council Minutes (10/13/20)
- Claims
- September Revenues
- September Treasure's Report
- Liquor Licenses Renewals
  - The Depot Express
  - The Leaderboard

### Mayor's Report

Included in the packet is the Power Point presentation recently presented to the MPOJC Board regarding the light rail study. A video of the MPOJC Board meeting can be found here: <https://citychannel4.com/cgi-bin/vdb/yt2.2.pl?id=F21162> The Mayor will ask for feedback from the Council during his report.

### Ranshaw Way, Phase 5 Presentation

City Engineer, Kevin Trom, and his Shive Hattery team will provide a high level design overview of the upcoming Ranshaw Way project. In addition to functional improvements between Zeller Street and Hawkeye Drive, the project will include a pedestrian tunnel as well as incorporating ideas generated through the visioning project. Included in the packet are a handful of sketches showing the landscape theme. Additional presentation materials will be available at Tuesday's meeting.

### Meetings & Events

Tuesday, Oct 27 at 6:30p.m.  
City Council

Monday, Nov 2 at 6:00p.m.  
Communications Commission

Tuesday, Nov 3 at 6:30p.m.  
Planning Commission

Tuesday, Nov 10 at 6:30p.m.  
City Council

## GIS Agreement

The FY21 budget includes funding in the water (\$45,000) and wastewater (\$105,000) budgets for implementing GIS technology. This has been a project that staff has been eager to accomplish for the last few years but put on the back burner for budgetary reasons. With funding now in the budget, staff is excited to move forward. Mapping is a critical tool that is used daily in the public works departments. GIS mapping has many benefits and will provide numerous efficiencies for City staff, including:

- Improving speed of locating utilities, which are often times buried by dirt or snow (or both), damaged, or not accurately identified on a PDF map.
- Allowing for more frequent updates to the mapping system.
- The cloud based system will be easily accessible on tablets or phones in the field. Currently print maps are utilized because complete map pdf files are too big to download on a phone or tablet. Print maps present their own challenges when used in the field.
- The system will have the ability to create work orders instantly as situations arise. All repairs, alterations and investigations can be tracked within this program, as well as who performed the work, and the current condition, size and material of infrastructure. This information builds institutional knowledge into the software and will help staff schedule routine maintenance and monitor troubled areas.

Staff has researched multiple vendors and is recommending Council approve an agreement with Midland GIS in the amount of \$175,518. On a related note, once storm water rates are restructured, staff will present another agreement with Midland GIS for mapping the storm water infrastructure.

## South Slope Lease Agreement

The City has acquired a parcel of land west of I-380 as part of the Southwest Growth Area Utility project, for the purpose of housing a sanitary sewer lift station. South Slope Co-op has asked to lease from the City, a 36' by 48' plot of ground within that parcel for the purpose of building a structure, at South Slope's expense, to house telecommunications equipment. The City has negotiated a 25 year lease at \$1,000/year with a 10% rate increase every five years. This collaboration is a great example of a public/private partnership that will save money for both tax payers and South Slope members. Staff recommends approval of the agreement.

## Traffic Stop Data Analysis Agreement

Chief Venenga has been working with Dr. Chris Barnum on an agreement to analyze annual traffic stop data regarding racial disparities in policing. This agreement is for calendar years 2021 and 2022 and the presentation of the analytics will coincide with the



other policing data and statistics that Chief Venenga will present annually. The intent of analyzing the data is to determine if racial disparities exist, identify where within the department they exist and start developing a plan to eliminate the disparities. Staff recommends approval of the agreement. .

## Street Name Amendment

This is a staff initiated street name change. An internal group of City staff members met and agreed that the street name change mid-block from Ogden Drive to Ogden Court could be confusing. Unfortunately, this was discovered late in the subdivision final plat process. Staff is recommending the entire street be named Ogden Lane, which would meet City street naming standards. Staff has spoken with the developer who expressed no objection to the request. Staff recommends City Council approve the change.

## Purchasing Policy Amendment

Shortly after the City Council approved the recent revisions to the City's Purchasing Policy, FEMA, as they prepared to issue the City funds to reimburse for COVID and Derecho events, asked staff to make a modification to the purchasing policy. The policy includes a new section entitled "Contracts" and starts on page 23 of the policy document, which is included in the packet and recommended for approval.

## Stoakes Settlement Agreement

The owner of the building just east of the new police station has expressed concerned over the landscaping buffer between the side yards. In an effort to alleviate some of the concerns and to be a good neighbor, staff has negotiated an agreement with Mr. Stoakes. Staff recommends approval of the agreement, paying Mr. Stoakes \$1,000 that can be used to enhance landscaping on his side of the property.

## Parking Resolution

The Watts Development Group, Inc. is requesting that the no parking regulation be changed from the west and south side to the east and north side of Oak Terrace Lane. The request is in part due to the type of development proposed for Lot 29, which would only have a single driveway access to Oak Terrace Lane. Additionally, on-street parking on the east side of Oak Terrace Lane would be limited due to driveways of the duplex units. Staff recommends City Council approve the change.

## Forevergreen Road & Kansas Avenue Speed Limit Revisions

Staff is requesting that the speed limit be increased for portions of S. Kansas Ave. and W. Forevergreen Rd based on traffic speed studies (included in the packet) performed by

the MPO. The traffic speed studies analyzed traffic counts, traffic speeds and crash data. The studies recommend that the speed limit be increased to 45 mph for S. Kansas Ave. (from south of Denison Ave. to W. Forevergreen Rd.) and W. Forevergreen Rd. (from western City Limits to Covered Bridge Rd.). These roadway sections will be further analyzed when future development occurs. Staff recommends City Council approve the change.

### City Clean Up day

In April, the City postponed the annual spring cleanup day due to COVID-19, with intentions to reschedule later in the year. With unrelenting COVID concerns and then Derecho impacting workloads, there will not be an opportunity to reschedule the cleanup day. In an effort to try and provide a hybrid service, staff is recommending Council allocate up to \$10,000 for a landfill voucher and garbage sticker program. There are still some logistical issues to be resolved, but the idea is that residents would be offered an option to register for a landfill voucher or two garbage stickers that can be used for curbside pickup. The program would start November 9 and end on November 30. The FY21 budget includes \$7,500 for cleanup day. The remaining \$2,500, if needed, would be funded with general fund dollars, specifically those recently received from the CARE act revenues.

### The Preserve Rezoning Request

Watts Development Group, Inc. is requesting a zoning map amendment to allow 7.87 acres – south of Denison Avenue and west of Oak Terrace Lane – to be developed with 26 single-family dwellings and related infrastructure. The development is proposed to be condominium owned. The PAD is being requested to allow the flexibility of having multiple single-family residences on one lot, which is not permitted in the RS and RM Districts alone. Although the Planning Commission unanimously recommended approval of the request at its October 2, 2020 meeting, one expressed concern was the lack of visitor parking within the development. Notably, the proposed development meets minimum parking requirements and allows for two additional parking spaces in the driveway. Additionally, the aforementioned parking change on Oak Terrace Lane will accommodate approximately 20 parked vehicles. Staff recommends approval of the zoning change request.

### Zoning Ordinance Revisions, Third and Final Reading

This is a staff initiated amendment to the Zoning Ordinance. Changes include amending definitions, which in part include diagrams, amending the regulations for accessory buildings, reorganizing yard and height regulations into table format, and updating certain

design standards. One of the proposed changes, increasing the maximum garage size for larger lots, was a suggestion from a citizen who was recently denied a variance by the Board of Adjustment. Staff agrees that larger lots should have the option for a bigger garage.

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



# **Agenda**



**City Council**  
October 27, 2020  
Regular Session  
6:30 p.m.

Due to the COVID-19 pandemic, public health and safety concerns require City of North Liberty public meetings to be held electronically, so as to limit the spread of the virus. The public is invited to submit questions and comments in advance of the meeting for consideration submitting them to the City Clerk Tracey Mulcahey via email at [tmulcahey@northlibertyiowa.org](mailto:tmulcahey@northlibertyiowa.org).

This meeting may be accessed live by the public on the internet at [northlibertyiowa.org/live](http://northlibertyiowa.org/live), on Facebook at [facebook.com/northliberty](https://facebook.com/northliberty) or on YouTube at [www.youtube.com/channel/UCrCw6ipAPjJnd-olpRgPJcg](https://www.youtube.com/channel/UCrCw6ipAPjJnd-olpRgPJcg). You can also attend by phone; call 1 (312) 626 6799 with a touch-tone phone and to enter the meeting ID 848 8522 0281 and nine-digit meeting password 886800673. Meetings are rebroadcast on cable and available on-demand on [northlibertyiowa.org](http://northlibertyiowa.org).

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
  - A. City Council Minutes, Regular Session, October 13, 2020
  - B. Claims
  - C. September Revenues
  - D. September Treasurer Report
  - E. Liquor License Renewal, The Depot Express
  - F. Liquor License Renewal, The Leaderboard
5. City Engineer Report
6. City Administrator Report
7. Mayor Report
  - A. Proclamation – National Injury Prevention Day
  - B. Passenger Rail report discussion

8. Ranshaw Way, Phase 5 presentation
  - A. Shive-Hattery presentation and discussion
  
9. GIS Agreement
  - A. Resolution Number 2020-85, A Resolution approving the Professional Services Agreement between SAM LLC and the City of North Liberty for GIS Programs and Services
  
10. South Slope Ground Lease Agreement
  - A. Public Hearing regarding proposed ground lease agreement
  - B. Resolution Number 2020-86, A Resolution approving the Ground Lease Agreement between South Slope Cooperative Telephone Company, Inc. and the City of North Liberty
  
11. Traffic Stop Data Memorandum of Agreement
  - A. Resolution Number 2020-87, A Resolution approving the Memorandum of Agreement between CR Research Group LC and the City of North Liberty
  
12. Street Name Amendment
  - A. Resolution Number 2020-88, A Resolution authorizing and approving the change of the Street Name of Ogden Drive and Ogden Court to Ogden Lane in Greenbelt Trail – Part One in the City of North Liberty, Johnson County, Iowa
  
13. Purchasing Policy
  - A. Resolution Number 2020-89, A Resolution approving the Purchasing Policy for the City of North Liberty, Iowa
  
14. Settlement Agreement
  - A. Resolution Number 2020-90, A Resolution approving the Settlement Agreement and Release and between D.W. Stoakes Properties, LLC and the City of North Liberty
  
15. Parking Control Devices
  - A. Resolution Number 2020-91, A Resolution approving Parking Control Devices in the City of North Liberty, Iowa
  
16. Speed Limits
  - A. Resolution Number 2020-92, A Resolution approving special speed limits in the City of North Liberty, Iowa

17. City Clean Up Day
  - A. Resolution Number 2020-93, A Resolution authorizing Staff to create an alternate program to Spring Clean Up 2020
  
18. Watts Group Development Rezoning
  - A. Public hearing regarding proposed rezoning
  - B. Planning Commission and Staff recommendations
  - C. First consideration of Ordinance Number 2020-15, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located at the southwest corner of Denison Avenue and Oak Terrace Avenue located in North Liberty, Iowa to those set forth in the Municipal Code for RS-4 PAD Single-Unit Residence Planned Area Development.
  
19. Zoning Ordinance Update
  - A. Third consideration and adoption of Ordinance Number 2020-14, An Ordinance revising and updating Chapters 167 and 169 of the City Zoning Code to modify certain definitions, permissible accessory building size and placement, yard, height and color restrictions, and resolving conflicts between existing setback provisions
  
20. Old Business
  
21. New Business
  
22. Adjournment



# **Consent Agenda**





**City Council**  
October 13, 2020  
Regular Session  
6:30 p.m.

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

**Call to order**

Mayor Terry Donahue called the October 13, 2020 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Annie Pollock, Brent Smith, and Brian Wayson.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Kevin Trom, Dustin Opatz, Jennie Garner and other interested parties.

**Approval of the Agenda**

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

**Consent Agenda**

Pollock moved, Smith seconded to approve the Consent Agenda including City Council Minutes, Regular Session, September 22, 2020; the attached list of Claims; Liquor License Renewal, Fareway Stores, #993; Liquor License Application, Rancho Nuevo; Police Department Project, Change Order Number 7, Tricon General Construction, Inc., (\$ 26,952.20); Police Department Project, Pay Application Number 14, Tricon General Construction, Inc., \$ 67,883.52; Police Department Project, Pay Application Number 15, Tricon General Construction, Inc., \$ 17,843.61; Ranshaw House Renovation Project, Phase 2, Change Order Number 1, Wolfe Contracting, Inc., \$32,358.81; Cherry Street Sewer Project, Pay Application Number 3, Maxwell Construction, Inc., \$35,100.00; and the Aquatic Center HVAC Project, Pay Application Number 2, APEX Construction Company, Inc., \$78,732.20. The vote was all ayes. Consent Agenda approved.

**City Engineer Report**

City Engineer Kevin Trom reported that City staff is spending considerable time restoring yards along the Forevergreen Road project. In adjacent yards, staff removed rocks, aerated, added compost and topsoil. Seeding will happen over the next month with a dormant seed that will germinate in the Spring. Heiar reported that the City is working with

IDOT for cost sharing. Trom reported that the City has received speed studies for both Forevergreen Road and Kansas Avenue recommending an increase in the speed limit on both. Staff is meeting tomorrow to discuss. The St. Andrews Drive contractor is finalizing the punch list and making good progress. The contractor for the Aquatic Center HVAC project is working on the punch list. A change order will be submitted soon for out of scope items. The change order will be funded half by project budget and half from operating budget. Ranshaw Way, Phase 5 check plan has been submitted to IDOT. A presentation regarding this project is planned at the next City Council meeting. The Dubuque Street Project plan review meeting was held with staff. The Ranshaw House Renovation Project, Phase 2 is progressing well. The Community Center back drive will be closed for piping work for about a week. There are items that have come up that are unexpected, water damage requiring repair and existing lattice on the front porch that needs replaced. Council discussed the report with Trom.

### **City Administrator Report**

City Administrator Ryan Heiar provided an update on the Neighborhood Project. Twenty-four applications have been received to date. Ideally 35 ambassadors would be selected. Applications are being accepted through the end of this month. The Communications Advisory Board will be deciding which applicants become ambassadors. In November, the program is expected to be up to full steam. The Communications Department is working on "I Remember When," a story telling project for residents to share stories and experiences. Anyone with a story to share is encouraged to reach out the Communications Department. Heiar is updating the report on progress on equity and social justice issues. He expects the updated, written report to be to Council before the next meeting. Staff is working on a proposal for a Clean Up Day replacement. A proposal will be on the next City Council agenda. Heiar provided an update on the changes to utility payment processes. Penalties and shut offs will be reinstated in November. All past due accounts were sent information on payment arrangements, social service agencies that can help and a state program that helps with past due utility payments.

### **Mayor Report**

Mayor Donahue reported on the NLTAP program. The Committee will be adding additional allowed services including Walmart for all uses, picking up sick children from school and attending conferences at school.

### **FY 20 Audit Presentation**

Dustin Opatz, Bergan KDV, presented the FY 20 Audit report. Council discussed the report with Opatz.

Pollock moved, Wayson seconded to approve Resolution Number 2020-79, A Resolution approving the audit for Fiscal Year 2020 as completed by BerganKDV. The vote was: ayes – Smith, Hoffman, Pollock, Harrington, Wayson; nays – none. Motion carried.

### **Greenbelt Trail Subdivision**

Hoffman moved, Wayson seconded to approve Resolution Number 2020-80, A Resolution approving the Escrow Agreement for Greenbelt Trail Subdivision. The vote was: ayes- Wayson, Hoffman, Smith, Harrington, Pollock; nays – none. Motion carried.

Harrington moved, Smith seconded to approve Resolution Number 2020-81, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and Greenbelt Trail, L.L.C. that establishes the terms and conditions under which Stormwater Management Facilities will be maintained for Greenbelt Trail Subdivision in the City of North Liberty, Iowa. After discussion, the vote was: ayes – Hoffman, Smith, Wayson, Pollock, Harrington; nays – none. Motion carried.

Wayson moved, Hoffman seconded to approve Resolution Number 2020-82, A Resolution approving the Final Plat and accepting improvements for Greenbelt Trail Subdivision, North Liberty, Iowa. The vote was: ayes – Hoffman, Harrington, Wayson, Smith, Pollock; nays – none. Motion carried.

### **Harvest Estates II, Part 6**

Wayson moved, Harrington seconded to approve Resolution Number 2020-83, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between of North Liberty and Glynmor, LLC that establishes the terms and conditions under which Stormwater Management Facilities will be maintained for Harvest Estates II, Part 6 in the City of North Liberty, Iowa. The vote was: ayes – Harrington, Smith, Wayson, Pollock, Hoffman; nays – none. Motion carried.

Smith moved, Hoffman seconded to approve Resolution Number 2020-84, A Resolution approving the Final Plat and accepting improvements for Harvest Estates II, Part 6, North Liberty, Iowa. The vote was: ayes – Hoffman, Wayson, Pollock, Smith, Harrington; nays – none. Motion carried.

### **FY 20 Annual Urban Renewal Report**

Mulcahey presented additional information on the FY 20 Annual Urban Renewal Report. Pollock moved, Wayson seconded to approve the report for submission to the state. The vote was all ayes. Report approved. The vote was: ayes – Smith, Wayson, Hoffman, Harrington, Pollock; nays – none. FY 20 AURR was approved.

### **Zoning Ordinance Update**

Smith moved, Hoffman seconded to approve the second consideration of Ordinance Number 2020-14, An Ordinance revising and updating Chapters 167 and 169 of the City Zoning Code to modify certain definitions, permissible accessory building size and placement, yard, height and color restrictions, and resolving conflicts between existing setback provisions. The vote was: ayes – Wayson, Smith, Pollock, Hoffman, Harrington; nays – none. Motion carried.

### **IT Coordinator Position**

Heiar presented information on the creation of the IT Coordinator position. Garner presented additional information. Council discussed the position with staff. Harrington moved, Hoffman seconded to approve the creation of the IT Coordinator position. The vote was: ayes- Wayson, Smith, Harrington, Pollock, Hoffman; nays – none. Motion approved.

### **Old Business**

Councilor Hoffman reported on the Transit Study by MPOJC. He encouraged the Council to review Section 4 and provide feedback to him or Mayor Donahue before the upcoming MPOJC meeting. Councilor Pollock thanked Guy Goldsmith and his team for Red Fern Dog Park successful opening.

### **New Business**

Councilor Smith provided an update on Project Better Together. He encouraged all to check out the website, [icareatogether.com](http://icareatogether.com). The group has put together neighborhood NESTS project, compiled a list of black and brown owned businesses, has created face coverage signage for businesses, and worked on affordable housing issues. Smith also thanked Mike O'Neil from the Cedar Rapids Parks Department, Guy Goldsmith and Brian Motley for bringing Cedar Rapids fall baseball to North Liberty as a result of derecho damage in Cedar Rapids. Smith is working the ICCSD regarding open enrollment for Heritage Christian School students. Mayor Donahue reported that early voting is available at the Library on Saturday (10/17) from 11 – 3 and Sunday (10/18) from 1 – 4.

### **Adjournment**

Mayor Donahue adjourned the meeting at 7:34 p.m.

**CITY OF NORTH LIBERTY**

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

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

SEPTEMBER 30TH, 2020

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	707,875.83	1,318,579.53
011-FIRE EQUIPMENT CAPITA	0.00	100.00
012-LIBRARY CAPITAL FUND	1,373.09	2,427.98
013-RECREATION CAPITAL FU	0.00	0.00
014-POLICE CAPITAL FUND	720.00	1,980.00
015-TRANSPORTATION IMPACT	0.00	0.00
016-STORMWATER CAPITAL	0.00	0.00
017-TREE PROGRAM	0.00	0.00
018-PARK CAPITAL FUND	7,365.00	233,547.18
019-YOUTH SPORTS SCHOLARS	0.00	84.32
020-EQUIPMENT REVOLVING	0.00	0.00
021-TELECOMMUNICATIONS EQ	0.00	0.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	293.07	524.53
025-POLICE SEIZED FUNDS	0.00	0.00
026-HOTEL/MOTEL TAX	0.00	9,500.54
060-ROAD USE TAX FUND	259,876.96	761,168.12
061-STREET CAPITAL PROJEC	0.00	2,104,020.38
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	276,550.69	374,668.30
110-DEBT SERVICE FUND	49,428.76	84,584.20
210-TRUST AND AGENCY	86,486.15	104,976.59
280-CUSTOMER DEPOSITS	13,321.00	62,481.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	109.28	370.04
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	3,778,477.54
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	655,402.35
318-EC DEVELOPMENT PROJEC	0.00	0.00
319-PENN STREET IMPROVEME	0.00	0.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	2,893,028.02
322-LIBRARY BUILDING FUND	0.51	1.57
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	0.00
510-WATER FUND	395,945.45	1,134,813.00
511-WATER CAPITAL RESERVE	16,666.67	50,000.01
512-WATER SINKING FUND	170,675.42	512,026.26
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	0.00
520-SEWER FUND	447,251.73	1,303,845.32
521-SEWER CAPITAL RESERVE	53,868.58	161,605.74
522-SEWER SINKING FUND	183,862.08	486,586.24
523-WASTEWATER TREATMENT	0.00	0.00
524-SEWER TRUNK AND I&I	0.00	855,284.28
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	18,155.01	55,260.12
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	2,689,825.28	16,945,343.16

**CITY OF NORTH LIBERTY  
TREASURER'S REPORT  
September 30, 2020**

<b>FUNDS</b>	<b>BALANCE FORWARD 09/01/2020</b>	<b>REVENUE</b>	<b>EXPENSE</b>	<b>BALANCE ENDING 09/30/2020</b>
GENERAL	7,524,313.09	706,441.85	1,479,676.76	6,751,078.18
SPECIAL REVENUE	3,907,456.66	622,913.80	100,960.56	4,429,409.90
DEBT SERVICE	1,190,518.90	49,428.76	0.00	1,239,947.66
CAPITAL PROJECTS	-4,604,141.51	109.79	521,983.35	-5,126,015.07
WATER ENTERPRISE	4,115,960.52	539,436.13	389,604.63	4,265,792.02
WASTEWATER ENTERPRISE	6,574,629.46	634,206.13	884,101.01	6,324,734.58
STORM WATER ENTERPRISE	187,689.28	16,619.00	11,052.39	193,255.89
<b>TOTAL</b>	<b>18,896,426.40</b>	<b>2,569,155.46</b>	<b>3,387,378.70</b>	<b>18,078,203.16</b>

**Applicant License Application ( LE0002978 )**

<b>Name of Applicant:</b>	<u>The Depot North Liberty LLC</u>				
<b>Name of Business (DBA):</b>	<u>The Depot North Liberty LLC</u>				
<b>Address of Premises:</b>	<u>1290 S Dubuque St</u>				
<b>City</b>	<u>North Liberty</u>	<b>County:</b>	<u>Johnson</u>	<b>Zip:</b>	<u>52317</u>
<b>Business</b>	<u>(319) 545-9514</u>				
<b>Mailing</b>	<u>221 W Marengo Rd</u>				
<b>City</b>	<u>Tiffin</u>	<b>State</b>	<u>IA</u>	<b>Zip:</b>	<u>52340</u>

**Contact Person**

<b>Name</b>	<u>David Scheetz</u>				
<b>Phone:</b>	<u>(319) 545-9514</u>	<b>Email</b>	<u>info@thedepotexpress.com</u>		

**Classification** Class E Liquor License (LE)

**Term:**12 months

**Effective Date:** 12/01/2019

**Expiration Date:** 11/30/2020

**Privileges:**

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

**Status of Business**

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

**Ownership**

**Thomas Scheetz**

**First Name:** Thomas                      **Last Name:** Scheetz  
**City:** Oxford                              **State:** Iowa                              **Zip:** 52322  
**Position:** President  
**% of Ownership:** 35.00%                      **U.S. Citizen:** Yes

**Lynette Scheetz**

**First Name:** Lynette                      **Last Name:** Scheetz  
**City:** Oxford                              **State:** Iowa                              **Zip:** 52322  
**Position:** Vice President  
**% of Ownership:** 35.00%                      **U.S. Citizen:** Yes

**Matthew Scheetz**

**First Name:** Matthew                      **Last Name:** Scheetz



City: Oxford State: Iowa Zip: 52322  
Position: COO  
% of Ownership: 15.00% U.S. Citizen: Yes  
**David Scheetz**  
First Name: David Last Name: Scheetz  
City: Oxford State: Iowa Zip: 52322  
Position: CFO  
% of Ownership: 15.00% U.S. Citizen: Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Merchants Bonding Company</u>	
<b>Policy Effective Date:</b> <u>12/01/2019</u>	<b>Policy Expiration</b> <u>01/01/1900</u>
<b>Bond Effective</b> <u>2</u>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: \_\_\_\_\_

Name of Business (DBA):

The Depot - N. Liberty

Address of Business: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Email: \_\_\_\_\_

State of Iowa ABD License #: \_\_\_\_\_

**Johnson County Health Department:**

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

Name:

James Lacina

Title:

Env. Health Manager

Date:

9/30/20

Signature:

*James Lacina*

Date: 10/2/2020

Name of Business: THE DEPOT EXPRESS

Address: 1290 S. DUBUQUE ST



Fire Inspection Form

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

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

FIRE EXTINGUISHERS	Code Section	Yes	No
5) Fire Extinguishers have Current Annual Inspection Tag	IFC 901.6.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6) Fire Extinguishers have been Visually Checked Monthly (Date & Initial Tag)	NFPA 7.2.1.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Fire Extinguishers are Unobstructed & Unobscured	IFC 906.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8) Fire Extinguishers are Mounted on a Bracket or in a Fire Extinguisher Cabinet	IFC 906.7	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EMERGENCY & EXIT LIGHTS	Code Section	Yes	No
9) Emergency Lights Illuminate when Tested (Use Test Button)	IFC 1008.3.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10) Exit Signs are Illuminated	IFC 1013.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11) Exit Signs Illuminate when Tested (Use Test Button)	IFC 1013.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ELECTRICAL	Code Section	Yes	No	N/A
12) Electrical Panels have at least 3 Feet of Clearance in Front of Panel	IFC 605.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13) There is No Exposed Wiring	IFC 605.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14) Extension Cords are Not being Used for Permanent Wiring	IFC 605.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15) Surge Protectors are Mounted/Secured and Plugged Directly into an Outlet	IFC 605.4.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

**Provide Explanation for any "No" Answers Below**

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Inspection Completed by: Matt Scheetz  
 Signature: [Signature]



## North Liberty Police Department

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

October 13, 2020

Liquor License Check

Business: The Depot Express  
1290 S. Dubuque Street  
North Liberty, IA 52317

Owners:

1. Thomas Scheetz (DOB: 1952)
2. Lynette Scheetz (DOB: 1954)
3. Matthew Scheetz (DOB: 1979)
4. David Scheetz (DOB: 1981)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.



**Applicant License Application ( LC0044966 )**

<b>Name of Applicant:</b> <u>US CORRIDOR</u>		
<b>Name of Business (DBA):</b> <u>THE LEADERBOARD</u>		
<b>Address of Premises:</b> <u>680 MEADE DR SUITE 2-5</u>		
<b>City</b> <u>North Liberty</u>	<b>County:</b> <u>Johnson</u>	<b>Zip:</b> <u>52317</u>
<b>Business</b> <u>(319) 383-6821</u>		
<b>Mailing</b> <u>115 ALYDAR DR</u>		
<b>City</b> <u>NORTH LIBERTY</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>52317</u>

**Contact Person**

<b>Name</b> GRANT UDING	
<b>Phone:</b> (319) 383-6821	<b>Email</b> grant.uding@gmail.com

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 11/15/2019

**Expiration Date:** 11/14/2020

**Privileges:**

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

**Status of Business**

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

**Ownership**

**Joshua Smith**

**First Name:** Joshua                      **Last Name:** Smith  
**City:** North Liberty                      **State:** Iowa                      **Zip:** 52317  
**Position:** President  
**% of Ownership:** 34.00%                      **U.S. Citizen:** Yes

**Yvonne O'Neill**

**First Name:** Yvonne                      **Last Name:** O'Neill  
**City:** North Liberty                      **State:** Iowa                      **Zip:** 52317  
**Position:** Treasurer  
**% of Ownership:** 33.00%                      **U.S. Citizen:** Yes

**Grant Uding**

**First Name:** Grant                      **Last Name:** Uding  
**City:** North Liberty                      **State:** Iowa                      **Zip:** 52317

**Position:** Vice-President

**% of Ownership:** 33.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Illinois Casualty Co</u>	
<b>Policy Effective Date:</b> <u>11/15/2019</u>	<b>Policy Expiration</b> <u>11/14/2020</u>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: \_\_\_\_\_

Name of Business (DBA):

The Leaderboard

Address of Business: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Email: \_\_\_\_\_

State of Iowa ABD License #: \_\_\_\_\_

**Johnson County Health Department:**

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

Name: James Lacina

Title: Env. Health Manager

Date: 9/16/20

Signature: \_\_\_\_\_

James Lacina



## North Liberty Police Department

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

September 20, 2020

Liquor License Check

Business: The Leaderboard Bar  
680 Meade Drive  
North Liberty, IA 52317

Owner:	Grant Uding	(DOB: 1990)
	Joshua Smith	(DOB: 1987)
	Yvonne O'Neill	(DOB: 1961)

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

Staff reported two separate incidents which resulted in the arrest of two separate intoxicated subjects.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





Date:

Name of Business:

Address:



### Fire Inspection Form

SITE	Code Section	Yes	No
1) Address #s are Posted & Visible	IFC 505.1		
2) Keys in Knox Box are Current	IFC 506.2		
3) Premise is Free of Waste Accumulation	IFC 304.1.1		

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

FIRE EXTINGUISHERS	Code Section	Yes	No
5) Fire Extinguishers have Current Annual Inspection Tag	IFC 901.6.1		
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EMERGENCY & EXIT LIGHTS	Code Section	Yes	No
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EXIT ACCESS & DOORS	Code Section	Yes	No	N/A
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20) Storage is at least 24" below Ceiling in Non-Sprinklered Buildings	IFC 315.3.1			
21) Kitchen Cleaning Rags are Disposed of in a Non-Combustible Container	IFC 304.3.1			

COMPRESSED CYLINDERS	Code Section	Yes	No	N/A
22) Compressed Gas Cylinders are Secured or Chained	IFC 5303.5.3			

**Provide Explanation for any "No" Answers Below**

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Inspection Completed by: \_\_\_\_\_

Signature: \_\_\_\_\_



# Mayor Report

Amid the COVID-19 pandemic, children are dealing with another crisis. Injuries are the leading cause of death and disability to U.S. children from 1 to 18 years old. Every day, 20 children die from preventable injuries, resulting in more deaths than all other diseases combined. On Wednesday, November, 18, 2020, the Injury Free Coalition for Kids will launch the inaugural "National Injury Prevention Day" to raise awareness about the significance of injury and advocate for prevention. The University of Iowa Stead Family Children's Hospital will join forces with 40 other Level I Trauma Centers around the country to address the injuries most prevalent in our state.



# PROCLAMATION

## Injury Prevention Day

**WHEREAS**, Injuries are the leading cause of death and disability to U.S. children 1- to 18-years-old; and

**WHEREAS**, Unintentional injuries are the leading cause of death for children in the state; and

**WHEREAS**, While the number of injuries and deaths vary across the state, every city in Iowa is impacted by these events; and

**WHEREAS**, Many of these injuries and deaths are preventable with the use of injury prevention education and equipment and the implementation of strong legislation; and

**WHEREAS**, Hospitals, state agencies, city government, community organizations, and other partners are crucial in promoting safe practices; and

**WHEREAS**, the City of North Liberty is committed to promoting efforts in reducing injuries among children;

**NOW, THEREFORE**, I, Terry L. Donahue, Mayor, do hereby proclaim

November 18, 2020

as

### **INJURY PREVENTION DAY**

in North Liberty and urge all residents to participate in activities that help educate and promote the importance of pediatric injury prevention.

---

Mayor Terry L. Donahue

# Iowa City-North Liberty Passenger Rail Conceptual Feasibility Study Workshop

Phase 3 Study



Friday, July 17, 2020







## Agenda

- 1** Background
- 2** Participants
- 3** The Rail Line & Area
- 4** Service Plan
- 5** Equipment
- 6** Stations





Agenda, cont.

**7** Ridership Forecast

**8** Financial

**9** Beneficial Impacts

**10** Funding Sources and Options

**11** Trail Study

**12** Trail Details and Costs





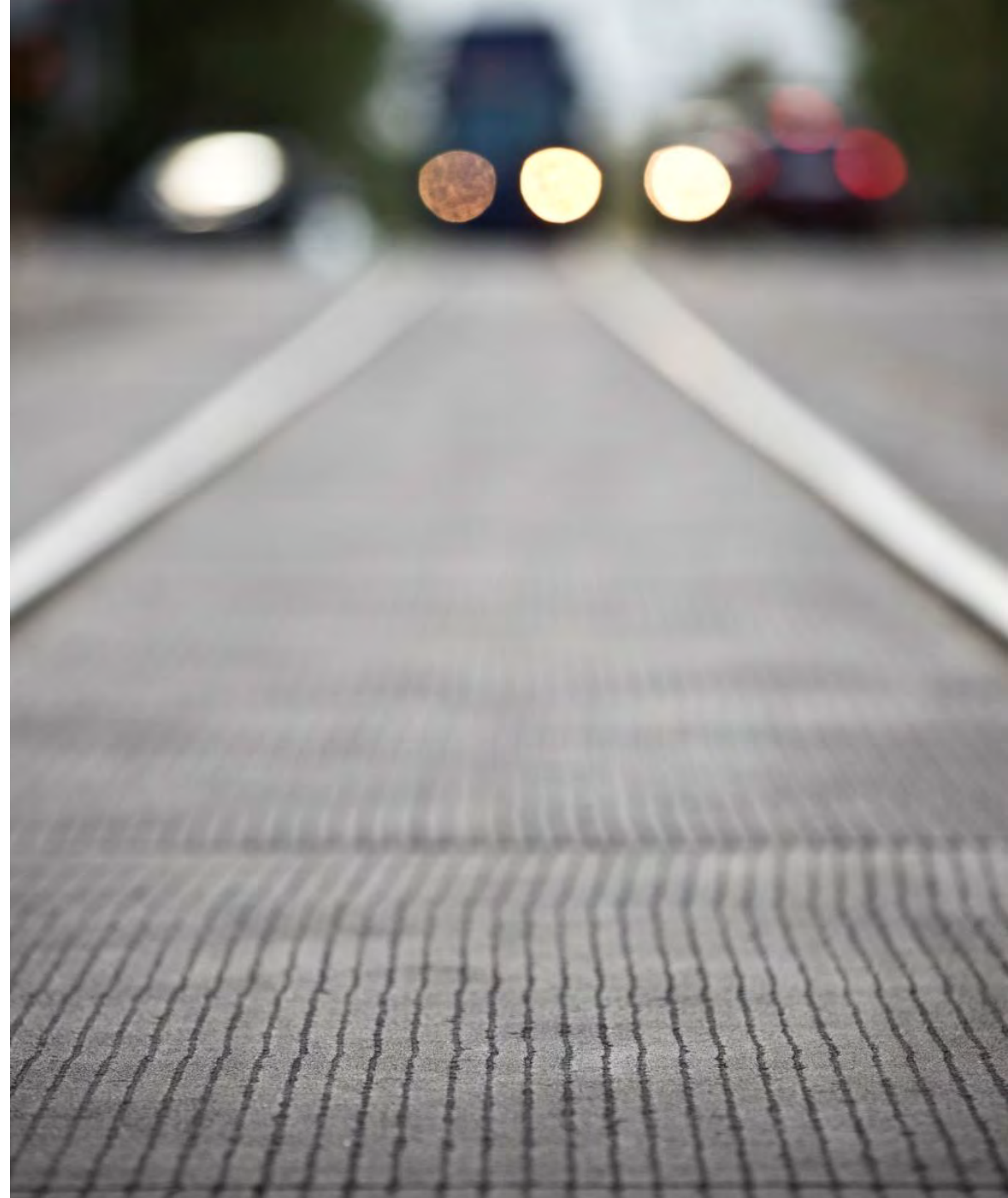
## Background

- Historic iterations of passenger studies date back to 1996
- Current study
  - Phase 1: Iowa City-Cedar Rapids
  - Phase 2: Iowa City-North Liberty
  - Phase 3: “The End Game”
    - 9.1 miles from Gilbert Street (IC) to Penn Street (NL)
    - Understand UI student travel market
    - Model a realistic service and operating plan
    - Broad understanding of rule, regs, and funding sources
    - Grant ready per se



# Participants

- CRANDIC, Iowa DOT, MPOJC
- Municipalities (*Iowa City, University Heights, North Liberty, Coralville, North Liberty, Tiffin*)
- Johnson County
- University of Iowa
- Iowa City Chamber of Commerce
- HDR



# The Rail Line & Area

- Existing ROW and cooperative railroad unique in passenger service discussions
  - Solves the land acquisition equation
  - Built 1904 as an electric interurban passenger line; converted to freight only in 1953
  - Development not geared toward rail freight users
    - Line still used for railcar storage and optional outlet for traffic
  - Population growth occurring and forecast along corridor
  - Roadway congestion predicted
- Needs to accommodate a ridership service on the line
  - Crossings, signalization, bridges, rail trackage, ties, etc.
  - Stations
  - Passenger equipment

# Service Plan

- Don't worry about who operates the service for now
  - Dictated by ability to get funds, liabilities, etc.
- Every 30 minutes Dubuque Street to Penn Street
- 6AM to 7PM, Seven (7) days a week
- Designed to attract riders – can accommodate growth

Conceptual Travel Time Comparison: Local Bus and Commuter Rail

From	To	Bus	Rail
Penn Street (North Liberty)	Downtown - University of Iowa	43 min	32 min
Coralville (Iowa River Landing)	Downtown - University of Iowa	17 min	11 min
VA Hospital	Downtown - University of Iowa	10 min	7 min
VA Hospital	Dubuque Street	24 min	12 min
Downtown - University of Iowa	Dubuque Street	15 min	5 min

# Equipment - Would like to explore green

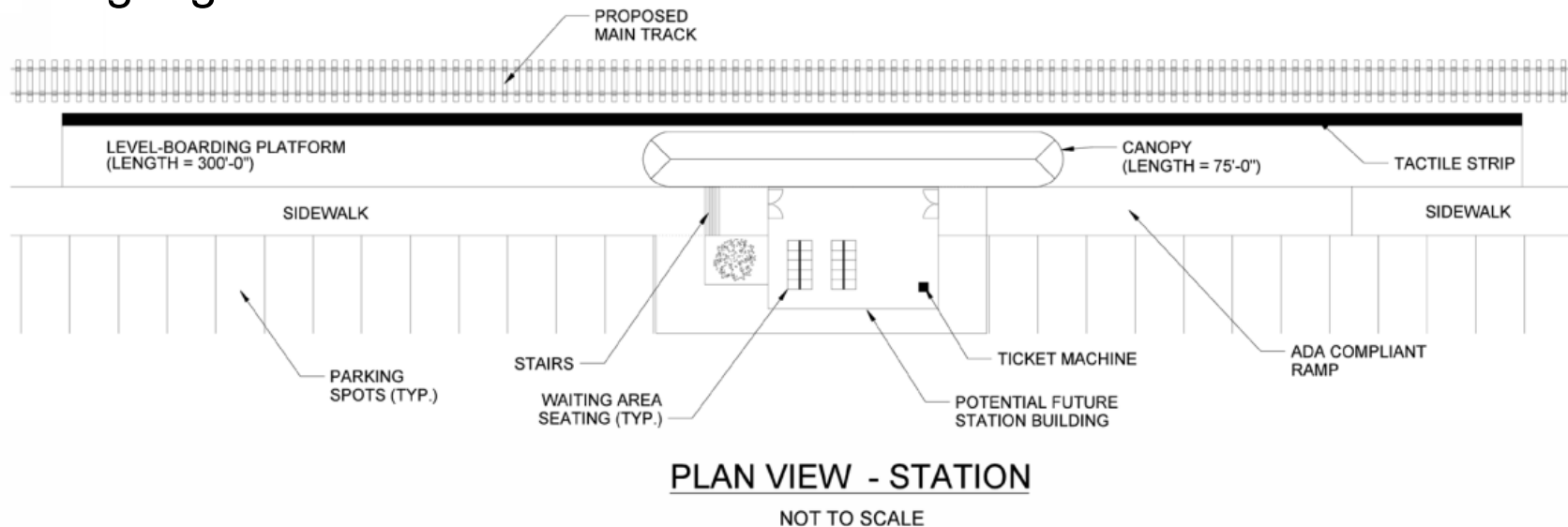
## Diesel Multiple Unit (DMU) Railcars

- Six new self-propelled, FRA-compliant DMU railcars
  - Seating for 75-85 people per DMU railcar on average, including ADA accommodations and bicycle storage
  - Each trainset is approximately 170 feet in length and has seating capacity for 150 to 170 on average
- Two in-service trainsets (four railcars) and one spare trainset (two railcars) to accommodate maintenance cycles
- Equipment is versatile; used in “push-pull configuration” to eliminate turn trains at each terminus



# Stations

- Platform
  - 300' long concrete level boarding (ADA compliant)
  - Single face
  - 75' canopy
  - Platform lighting
  - Platform signage
- Other
  - Ticket machines



# Ridership Forecast

1.40 million passengers per year in 2019

- Eastern Iowa Airport in Cedar Rapids – 1.3 million passengers (2019)
- 27.6% growth from 2019 to 2027; or 1.79 million passengers per year

**Commuter Rail Boarding Estimates by Station and Mode of Access, 2019**

Station	Walk	KNR	PNR	XFR	All
Penn Street (North Liberty)*	986	37	106	0	1,130
Forevergreen Road*	274	65	233	0	572
Oakdale Commuter*	256	38	108	90	491
Coralville*	357	81	322	29	789
VA Hospital	556	17	0	44	617
Downtown-University of Iowa	1,001	9	0	225	1,235
Dubuque Street	378	19	0	51	448
<b>Total</b>	<b>3,808</b>	<b>266</b>	<b>769</b>	<b>439</b>	<b>5,282</b>

Notes: KNR – Kiss-and-Ride; PNR – Park-and-Ride; XFR - Transfer

\* Park-and-ride location



# Financial

- \$55M Up Front Capital Expenditure
  - Includes adding a shop facility to capital estimate (\$9M)
  - Increase from previous guidance to accommodate viable operating plan with service frequency to match anticipated ridership demand

- \$4.8M annual O&M
  - Assumed-RR like costs
- \$2.1M revenue
  - \$1.50 single fare per peer markets
  - 44% recovery rate
- \$2.7M spread

Description	Contingency	Total Estimated Cost (in 2019 Dollars)
10 - STRUCTURES & TRACK	15% Bridges / 10% Track	\$12,932,000
20 - STATIONS & TERMINALS	15%	\$6,417,000
30 - SUPPORT FACILITIES	25%	\$319,000
40 - SITEWORK	10%	\$1,215,000
50 - COMMUNICATIONS & SIGNALING	15%	\$17,044,000
60 - GRADE CROSSING IMPROVEMENTS	10%	\$667,000
70 - PROFESSIONAL SERVICES (CONSTRUCTION)	5%	\$3,723,000
80 - EQUIPMENT	20%	\$5,508,000
90 - PROFESSIONAL SERVICES (EQUIPMENT)	N/A	\$115,000
<b>Total Capital Costs: Category 10 - 90</b>		<b>\$47,940,000</b>

Category	Line Description	Total Estimated Cost (in 2019 Dollars)
100	Maintenance	
100.1	Track Structure: Bridge Repair	\$102,000
100.2	Track Structure: Culverts and Drainage Structures	\$26,000
100.3	Track Structure: Miscellaneous	\$231,000
100.4	Track: New Construction	\$37,000
100.5	Track: Rehabilitation - Ballast and surfacing	\$323,000
100.6	Track: Rehabilitation - Component Replacement	\$37,000
100.7	Maintenance Facilities	\$3,000
100.8	Wayside Signaling	\$128,000
100.9	Traffic Control and Dispatching	\$128,000
100.10	Communications	\$255,000
100.11	Labor	\$2,420,000
100.12	Equipment O&M Costs	\$314,000
	<b>Category 100 Contingency (20%)</b>	<b>\$801,000</b>
<b>Total for Category 100 Maintenance</b>		<b>\$4,805,000</b>

# Beneficial Impacts

## Social

- Enhanced quality of life
- Enhanced mobility & connectivity
- Reduced road congestion
- Increased safety
- Reduced emissions, fuel use, maintenance





# Beneficial Impacts

## Economic

- Job creation and retention
- Wage growth
- Adjacent property development
- Higher land values
- More housing
- Reduced congestion
- System redundancy and reliability



# Funding Sources and Options

- Public – Federal grant and capital expenditure programs
  - New Starts & Small Starts
- Private
- Public – Private Partnerships (P3s)
- Governance / Lead Agency



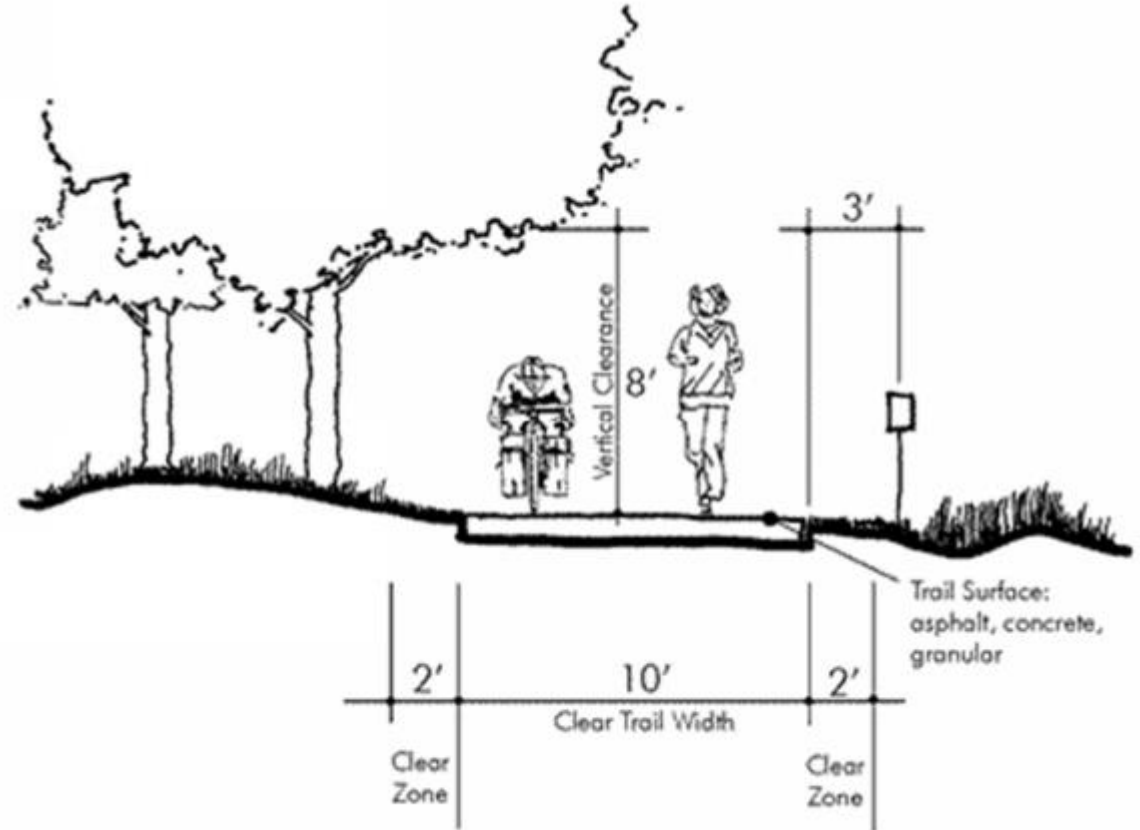


# Questions & Answers



# The Trail Study

- Sponsored by Local Stakeholders
- Line segment is integral to CRANDIC's rail operations
  - Railcar storage revenue
    - 300-500 spaces pending on car types
    - 24% of North American railcar fleet currently "in storage"
  - Critical outlet in emergencies
    - Primarily for Centro
  - Could be \$7 to \$10M to replace rail trackage only
- Iowa City - Hills



Source: Iowa Trails 2000



# Trail Details

- 6.1 miles from Gilbert Street to Oakdale Blvd.
  - All bridges can be modified for trail.
  - 21 at grade crossings.
- Possible connectivity to other trails.
  - Iowa River Corridor
  - Iowa River
  - North Ridge / North Liberty
  - Mormon Handcart
  - Clear Creek



# Trail Costs

- In 2018 Dollars
- For 6.1 miles only
  - Gilbert Street in Iowa City to Oakdale Boulevard in Oakdale
- Doesn't account for annual ordinary maintenance

Cost Element	Surface Type (10-ft Wide Multi-Use Trail)		
	Granular	Asphalt	Concrete
<b>Removal of Railroad Assets and Infrastructure</b> <i>(e.g. remove turnouts; cross ties; and highway-rail grade crossing signals and crossing surfaces)</i>	\$637,000	\$637,000	\$637,000
<b>Structures</b> <i>(e.g., conversion of open deck bridges to ballast deck bridges, installation of passive fall protection at bridges, replacement of three culverts, and installation of scour protection [end treatment])</i>	\$134,000	\$134,000	\$134,000
<b>Roadway Crossings</b> <i>(e.g., traffic signage, pavement markings, security vehicle barriers, and pedestrian signals and callers – where applicable)</i>	\$81,000	\$81,000	\$81,000
<b>Construction of Trail and Related Features</b> <i>(e.g., clearing/grubbing, grading, surfacing, seeding, fencing, lighting, signage, drainage, and support services)</i>	\$1,708,000	\$2,184,000	\$3,176,000
<b>Professional Services</b> <i>(e.g., Planning, Preliminary Design, Construction Documents, Construction Services, and Environmental Compliance and Permitting)</i>	\$487,000	\$577,000	\$766,000
<b>Contingency (15%)</b>	\$457,000	\$542,000	\$719,000
<b>Total Construction Cost</b>	<b>\$3,504,000</b>	<b>\$4,155,000</b>	<b>\$5,513,000</b>
<b>Cost Per Mile (for the 6.1-mile Corridor)</b>	<b>\$574,000</b>	<b>\$681,000</b>	<b>\$903,000</b>

*Note: All exclusions from this opinion of probable conceptual capital cost for rails-to-trails conversion of the CRANDIC Corridor right-of-way between Gilbert Street in Iowa City and Oakdale Boulevard in Oakdale (e.g., cost to acquire CRANDIC Corridor right-of-way, cost of potential environmental remediation, etc.) are identified in Section 6.5 of this report.*

HDR



# **Ranshaw Way, Phase 5**









































# **GIS Agreement**



**SAM, LLC**  
501 North Market Street, Maryville, MO 64468  
Ofc 660.562.0050 Fax 512.326.3029  
info@sam.biz www.sam.biz

**Tracey Mulcahey**

Assistant City Administrator/City Clerk  
City of North Liberty  
3 Quail Creek Circle  
North Liberty, IA 52317

*Dear Tracey,*

This letter is to ensure proper communication regarding the acquisition of Midland GIS Solutions by SAM, LLC. on July 31, 2020 as it pertains to the draft agreement for the 20-21 approved budget project.

Midland GIS Solutions was acquired under an asset purchase agreement with SAM, LLC. on July 31, 2020 and has retained all assets and employees which now operates as the GIS division for SAM Companies. The approved pricing and scope of work for the GIS project will be executed and supported by the originally proposed project manager and employees that have been retained though the acquisition.

Midland GIS was approved to provide GIS data collection and GIS implementation services for the City of Liberty in accordance with the 20-21 City Budget. Previously a draft agreement was submitted to the city in order to execute and move forward with the project. I am submitting and updated draft agreement for your review that has been updated to reflect the change from Midland GIS Solutions to SAM, LLC.

As the most experienced Geospatial and Surveying firm in the country, SAM has acquired Midland GIS in order to expand our service offerings to clients while ensuring GIS success in accuracy and usability for all clients. We look forward to partnering with North Liberty to implement a successful GIS program.

Please contact me with any questions.

*Respectfully Submitted,*

**SAM, LLC.**

A handwritten signature in black ink that reads "Erin Allen". The signature is written in a cursive, flowing style.

**Erin Allen, Business Development**

**SAM, LLC.**  
**PROFESSIONAL SERVICES AGREEMENT**

**For**

**NORTH LIBERTY, IOWA**

**PROJECT NAME**

GPS Mapping, GIS Development and Web-GIS  
Implementation

*Prepared for:*

Tracey Mulcahey  
Assistant City Administrator/City Clerk  
City of North Liberty  
3 Quail Creek Circle  
North Liberty, IA 52317

*By:*

Kirk Larson, Director of GIS Operations  
SAM, LLC.  
501 N Market Street  
Maryville, MO 64468  
(660)562-0050

**Submittal Date:**  
**October 19, 2020**

## **PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT made and entered into by and between the City of North Liberty, (hereafter referred to as “CLIENT”) and SAM, LLC, whose principal place of business is located at 501 North Market, Maryville, Missouri, (hereafter referred to as the “COMPANY”).

### **PURPOSE AND INTENT**

This agreement covers the data collection, creation and construction of a utility GIS program for The City of North Liberty, including the development of utility features in accordance with the attached Scope of Services in ATTACHMENT A for a GIS Implementation Program.

### **WITNESSETH**

WHEREAS, the COMPANY shall provide all qualified personnel and materials as required for the implementation of a utility GIS program for the CLIENT, and;

WHEREAS, the COMPANY acquired the assets of Midland GIS Solutions, LLC. on July 31, 2020 and all assets and employees operate under SAM, LLC.

WHEREAS, the COMPANY has prior experience in this and/or other related mapping projects and therefore has a complete understanding of the needs and purpose of this utility GIS program and;

WHEREAS, the CLIENT desires to utilize the GIS services of the COMPANY;

NOW HERewith, the COMPANY agrees to execute this program and provide the services as outlined in the attached specifications known as ATTACHMENT A, herein made a part of this agreement.

### **SECTION ONE- GENERAL PROVISIONS**

- I.1 Whenever the term “CLIENT” is used, it shall mean The City of North Liberty.
- I.2 Whenever the term “COMPANY” is used, it shall mean SAM, LLC.
- I.3 Whenever the term “GIS” is used, it shall mean Geographic Information System.
- I.4 Whenever the term “ATTACHMENT A” is used, it shall mean the ATTACHMENT A – Scope of Services Document dated July 9, 2018 presented to North Liberty by Midland GIS Solutions, LLC.
- I.5 This contract between The City of North Liberty and SAM, LLC shall be deemed an Iowa contract and shall be governed by the Laws of the State of Iowa. It is specifically understood by the parties that this contract is not a contract with the State of Iowa. The COMPANY shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, COMPANY, or corporation, without the previous written approval of the CLIENT.
- I.6 At the conclusion of this contract or in the event this agreement terminates, all work products of any kind and description shall become the property of the CLIENT.

- 1.7 Whenever the term "AGREEMENT", is used, it shall mean this document and all attachments and addendum and shall constitute the full agreement and complete contract between the parties except as amended according to Section 10.
- 1.8 COMPANY agrees to save and hold harmless the CLIENT and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the COMPANY's business or operations resulting from any act or omission of the COMPANY's agents, servants or employees.
- 1.9 COMPANY shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the performance of this contract. If the COMPANY is contacted by any federal, state, county, or CLIENT agency, or any private agency, regarding any aspect of this AGREEMENT, the COMPANY shall promptly contact the CLIENT and shall not respond to the agency without being expressly authorized by the CLIENT to do so.

## **SECTION TWO - ADDITIONAL PROVISIONS**

- 2.1 The Assistant City Administrator/City Clerk shall designate the employees to be trained on the GIS program. Training provided by the COMPANY shall be sufficient to familiarize the CLIENT'S designated employees to operate and work within the GIS program.
- 2.2 The COMPANY shall, at the request of the CLIENT, prepare and present to the CLIENT, a progress report for each phase of the project.
- 2.3 During the term of this agreement and at all times COMPANY provides services to CLIENT, COMPANY shall have in effect commercial general liability insurance, automobile liability insurance and workers compensation and employers' liability insurance in those amounts set forth on the Certificate of Liability Insurance attached hereto.
- 2.4 COMPANY shall provide to the CLIENT, as Certificate Holder, a current certificate of insurance reflecting those coverage's set forth on the attached certificate that will remain in effect at all times COMPANY provides services to the CLIENT under this AGREEMENT.

## **SECTION THREE - SCOPE OF SERVICES**

- 3.1 COMPANY agrees to perform the Scope of Services outlined in Attachment A of this AGREEMENT. Attachment A is hereby incorporated into this AGREEMENT.

## **SECTION FOUR - PROSECUTION OF WORK AND COMPLETION**

- 4.1 The COMPANY shall commence the work to be performed under ATTACHMENT A of this AGREEMENT after acceptance and project schedule approval by the CLIENT and COMPANY.
- 4.2 The COMPANY shall carry on the GIS Implementation program without interruption and shall make available to the CLIENT all work that has been completed and approved by the CLIENT to be used by the CLIENT during and at the completion of this contract agreement.
- 4.3 Final delivery of all approved items for each phase as identified in ATTACHMENT A shall be made to the CLIENT by the COMPANY within six (6) months from the commencement date defined in the project schedule.

- 4.4 No extension time shall be granted to the COMPANY unless the request for an extension is made in writing fifteen (15) days prior to the expiration date of this contract. The request must be approved by the CLIENT and must be based on one or more of the following:
- 4.4.1 Acts of nature that directly affects the COMPANY's ability to perform.
  - 4.4.2 Acts of government agencies that may affect the COMPANY'S performance.
  - 4.4.3 Circumstances beyond the control of the COMPANY and not due to any negligence on the part of the COMPANY or its employees (fire, floods, emergencies, or delay brought about by others, etc.)

**SECTION FIVE – FEES FOR SERVICE AND METHOD OF PAYMENT**

5.1 For the performance of the AGREEMENT by the COMPANY, the CLIENT shall pay the COMPANY the sum of \$175,518.00 for the scope of work and deliverables in ATTACHMENT A of the AGREEMENT. Fee Schedule will be itemized as follows:

5.1.1	Sanitary Sewer Network	\$105,083.00
5.1.2	Water Network	\$61,635.00
5.1.3	Integrity Website GIS Development	\$4,000.00
5.1.4	Annual Website Hosting	\$4,800.00

- 5.2 CLIENT reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of services in ATTACHMENT A. Additional work requested by CLIENT or recommended by the COMPANY, that is not part of ATTACHMENT A of the AGREEMENT shall require a supplemental agreement and must be approved by both the CLIENT and COMPANY prior to performing any additional work or changes, or incurring any additional costs therefore.
- 5.3 Any change in compensation shall be covered in the supplement agreement. COMPANY shall not be compensated for additional work beyond ATTACHMENT A when the CLIENT has not given prior written approval to the COMPANY.
- 5.4 All work performed under this AGREEMENT will be invoice by the COMPANY to the CLIENT on a monthly basis throughout the duration of the project. The CLIENT shall remit payment on invoices submitted by the COMPANY within 30 calendar days.
- 5.5 Invoices unpaid after 45 days may be subject to a monthly service charge of 1.5% on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the invoice date, COMPANY may institute collection action and CLIENT shall pay all costs of collection, including reasonable attorney's fees.

**SECTION SIX - OWNERSHIP AND DISTRIBUTION OF MATERIAL**

- 6.1 Ownership of all data and materials created for the performance of this agreement as identified in ATTACHMENT A involved herein shall belong to the CLIENT.
- 6.2 No copyright of any nature shall be granted to the COMPANY by the CLIENT relative to any material or product resulting from this agreement and GIS Implementation program.
- 6.3 One-Time or subsequent requests for electronic data files and/or web-based GIS access will not be

provided or distributed to any third party without the CLIENT'S written consent. COMPANY reserves the right to charge any third party for time and materials associated with preparation and delivery of the CLIENT'S data.

## **SECTION SEVEN - CLIENT RESPONSIBILITIES**

- 7.1 CLIENT will be responsible for public communication to citizens within the project's geographical boundaries. Prior to commencement of the project, CLIENT will provide to the COMPANY with a document signed by an authorized CLIENT agent briefly explaining the project and stating the appropriate contact method for the CLIENT.
- 7.2 CLIENT will be responsible for ensuring all desired employees are present for the project kick-off meeting when the COMPANY'S Project Manager comes on-site for the Kick-Off Meeting. It is the CLIENT'S responsibility to communicate to any employees not present at the Kick-Off meeting.
- 7.3 CLIENT will designate the employees who will receive training on the GIS program and will ensure they are present for the eight (8) hours of training provided by the COMPANY. Additional or subsequent training requests are considered supplemental services.
- 7.4 CLIENT will be responsible for any and all costs associated with obtaining GIS data from 3<sup>rd</sup> parties for the purpose of integrating into the GIS program developed by the COMPANY.
- 7.5 CLIENT shall, at the request of the COMPANY, uncover and provide access to features documented in the report provided by the COMPANY within 90 days of notification by the COMPANY. In the event the CLIENT does not uncover or make accessible those features within 90 days of notification by the COMPANY, the COMPANY reserves the right to treat additional field work as it pertains to the features listed in the report provided by the COMPANY, as supplemental services complying with the guidelines in Section 5 of this agreement. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in excess of 90 days.
- 7.6 CLIENT will be responsible for completing and returning draft and check plot maps to the COMPANY within 45 days of receipt. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in returning draft and check plot maps to the COMPANY.
- 7.7 CLIENT will be responsible for hardware and software updates and set-up to CLIENT-end personal computers, tablets, and smart phones as COMPANY'S maintenance and development responsibilities to the CLIENT only apply to server-end (COMPANY-end) software and systems. CLIENT responsibilities include making necessary web browser updates and general device maintenance to maximize the performance of the CLIENT'S web-based GIS program.
- 7.8 CLIENT designates the Assistant City Administrator/City Clerk as the internal staff member who will serve as the main project contact for the COMPANY, oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds and is completed under this AGREEMENT.



## **SECTION EIGHT – COMPANY PERSONNEL AND RESPONSIBILITIES**

- 8.1 The COMPANY shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned.
- 8.2 COMPANY Employees with the responsibility of carrying out highly technical portions of this contract shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.
- 8.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the COMPANY. It is understood and agreed that the CLIENT may require the COMPANY to remove from the project any person the CLIENT considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.
- 8.4 The COMPANY assigns Ethan Herbek, as the project manager for this project. The project manager will administer the scope of services as defined in ATTACHMENT A, schedule the installation of the GIS for the CLIENT, confirm that the utility GIS mapping system is operational, and provide training.

## **SECTION NINE - TERMINATION OF CONTRACT**

- 9.1 If, for any reason, the COMPANY shall fail to fulfill its obligation in a timely and proper manner under this contract, or, if the COMPANY shall violate any of the covenants, agreements, or stipulations of this contract, or, if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the COMPANY, or an order is entered adjudicating the COMPANY bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the COMPANY, or an assignment for the benefit of creditors of the COMPANY is made, the CLIENT shall thereupon have the right to terminate this agreement on ten (10) days written notice by the CLIENT.

## **SECTION TEN - CONTRACT AMENDMENTS OR ADDITIONS**

- 10.1 No amendments or additions shall be made to these technical specifications without a written and signed agreement by both the CLIENT and the principal or principals of the COMPANY under this AGREEMENT.
- 10.2 Matt Sorensen and Kirk Larson are the appointed individuals with the COMPANY that have the authority to make amendments or additions to the AGREEMENT.
- 10.3 The Assistant City Administrator/City Clerk will oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds under this AGREEMENT.

**SAM, LLC AND NORTH LIBERTY, IOWA PROFESSIONAL SERVICE AGREEMENT**

This **AGREEMENT** is approved and accepted by the **CLIENT** and **COMPANY** upon both parties signing and dating the **AGREEMENT**. The effective date of the **AGREEMENT** shall be the last date entered below.

**THE CITY OF NORTH LIBERTY, IOWA**

APPROVED BY: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**SAM, LLC**

APPROVED BY: \_\_\_\_\_ 

Printed/Typed Name: \_\_\_\_\_ Kirk Larson

Title: \_\_\_\_\_ Director of GIS Operations Date: \_\_\_\_\_ October 19, 2020

10.19.2020



## Midland GIS Solutions Proposal

July 9, 2018

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SUBMITTED TO:

The City of North Liberty, IA

PROPOSAL FOR:

Utility GIS Mapping and Web-based GIS

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Proposal Contact: Erin Allen

Direct: 660.215.7091 | [erin.allen@midlandgis.com](mailto:erin.allen@midlandgis.com)

Midland GIS Solutions

[midlandgis.com](http://midlandgis.com) | 501 North Market | Maryville, MO 64468

Toll Free: 877.375.8633 | Office: 660.562.0050 | Fax: 660.582.7173

Maryville Kansas City Des Moines

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## Mike Wolfe

Stormwater Coordinator  
City of North Liberty  
1 Quail Creek Circle  
North Liberty, IA 52317

**Dear Mike,**

Midland GIS Solutions respectfully submits this proposal to the City of North Liberty, Iowa to provide professional GPS and GIS mapping services. Midland GIS is ready to assist in your efforts to develop an accurate GIS program for the City's sanitary sewer, storm water and water networks.

Midland GIS Solutions proposes developing a comprehensive GIS program for North Liberty for use in maintaining and managing the City's utility infrastructure assets. The following characteristics make Midland GIS Solutions uniquely capable of overseeing this project for North Liberty:

- Midland GIS offers complete utility asset management solutions, from accurate GPS data collection and GIS mapping, to web-based GIS solutions with editing capabilities for easy and efficient system maintenance.
- Midland GIS Solutions has provided GPS and GIS services to over 185 cities and utilities in the Midwest. Our dedicated field staff has **GPS located more than a million utility assets** for seamless GIS integration for use in utility maintenance, daily workflow management and engineering models.
- Midland GIS will dedicate an experienced project team of GPS Field Staff, GIS Technicians, GIS Specialists and Analysts, Programmers, Professional Land Surveyors and ArcGIS Server developers to ensure project efficiency and overall product quality.
- Kirk Larson, Sr. Vice President, will personally manage and oversee your GIS project, which ensures open and complete communication throughout project development and implementation.

Thank you for the opportunity to present our Company for this very important project. Our team of professionals has the experience and capabilities to make your GIS program successful and stands ready to form a partnership with the City of North Liberty in that success.

**Respectfully Submitted,**

**MIDLAND GIS SOLUTIONS**



**Erin Allen, Business Development Manager**



# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## COMPANY OVERVIEW

Midland GIS Solutions is an industry-leader in providing exceptional GIS and GPS mapping services to municipalities, utility companies, counties and private organizations. Our firm offers a wide-range of comprehensive geospatial services, such as GPS data collection and inspections, GIS data development and conversion services, consulting, training and technical support.

Additionally, Midland GIS has developed Integrity™, an intuitive web-based GIS solution to provide our valued clients with the necessary tools to increase efficiency in asset management and maintenance, workflow and overall productivity. We offer our clients a distinct commitment to high-quality, professional standards, and a forward-thinking perspective we believe is unique in this industry.

**Corporate Office Address:** Midland GIS Solutions, LLC  
501 N. Market Street  
Maryville, Missouri 64468  
Phone: 660.562.0050  
Facsimile: 660.582.7173



**Contact for Proposal:** Erin Allen  
Direct: 660.215.7091  
Email: [erin.allen@midlandgis.com](mailto:erin.allen@midlandgis.com)

**Ownership:** Midland GIS Solutions is a Missouri-based Company owned by Troy Hayes PLS, Matt Sorensen and Kirk Larson

**Office Locations:** Maryville, MO, Kansas City, MO and Des Moines, IA

## HISTORY

Midland GIS Solutions was established in 2000 under the leadership of land surveyors with experience dating back to 1973. Since that time, Midland GIS has grown from a local and regional provider of GIS mapping services, into a full-service professional firm offering a wide range of GIS and geospatial solutions throughout the Country. Headquartered in Maryville, Missouri, Midland GIS Solutions is the most experienced GIS development company in the Midwest, developing hundreds of successful GIS programs for Counties and Cities. In addition to the longevity of our firm, Midland GIS Solutions maintains a professional staff of project managers, dedicated GPS field staff, GIS technicians, analysts and specialists, GIS programmers, and web administrators.

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City of North Liberty, IA

July 9, 2018

## CAPACITY TO ACCOMPLISH WORK

Midland GIS Solutions has teams of full-time, trained GPS field technicians that are dedicated to GPS locating municipal utilities and completing inspections for the sole purpose of GIS data integration.

**To date, Midland GIS Solutions has completed more than 185 municipal and utility GPS/GIS projects.**

All GPS field and technical staff at Midland GIS Solutions are highly trained in all areas of GPS field collection and utility inspections, utilize survey and mapping grade GPS equipment and Esri software, and follow OSHA and Federal Traffic Safety regulations. Midland GIS Solutions maintains five (5) field



crews, each led by a GPS Field Party Chief. Midland's GPS field crews travel throughout the Midwest providing GPS utility collection services on a daily basis. Our typical service area extends more than 500 miles from our home office in Maryville, Missouri. Our ability to provide these services with frequent travel, while adhering to strict budgets and time constraints, is unsurpassed.

Midland GIS Solutions has the capacity to provide technical support to more than 100 clients on an annual basis and manages 15 on-going GIS maintenance contracts that include routine GPS field updates, GIS parcel maintenance and 911/addressing

maintenance. We are confident in our ability to provide exceptional GIS data collection services on projects of all sizes and complexities, while providing timely and outstanding technical support to all of our valued clients.

Since 2005, Midland GIS Solutions has been a licensed reseller of Esri software and is an Esri Silver Business Partner. Midland's professional staff specializes in numerous GIS technologies and performs daily tasks utilizing Esri's ArcGIS 10.x for Desktop, ArcEditor, 3D Analyst, ArcEngine, ArcGIS Server, ArcObjects, and the latest version(s) of AutoCAD and SQL Server. Midland's GPS field crews are experts in Global Positioning System (GPS) technologies and GIS programmers and technicians are skilled in numerous programming languages, including Visual Basic .NET, HTML, Java, JavaScript C# and Silverlight. Midland GIS Solutions' personnel routinely take advantage of the latest training opportunities for GIS software and GPS technology, all significant steps towards efficiency in GIS data collection and development.

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

As a full-service professional GIS firm, Midland GIS Solutions provides a solid geospatial foundation for all of our valued clients to ensure the integrity and longevity of their municipal and utility GIS programs. Midland GIS Solutions has the knowledge and technical expertise to provide the



professional services desired by the City of North Liberty for this project. **Midland GIS Solutions' field staff has GPS located more than one (1) million utility assets for utility GIS mapping projects.**

The successful outcome of any GIS project requires a solid foundation for the program to thrive on and it starts with the accurate collection of field data. Our approach to data collection is to obtain complete and accurate GPS locations for all utility assets.

Midland GIS Solutions proposes to GPS locate, attribute, and inspect (where necessary) the sanitary sewer and water utility features in North Liberty to be integrated into the City's GIS mapping program. Midland GIS Solutions has successfully developed utility data for cities and utility companies throughout the Midwest region. As the following resumes and project examples will demonstrate, Midland's professional field experience on similar projects is unsurpassed for quality and meeting aggressive project schedules.

## PROJECT MANAGEMENT

Midland's experience and successful completion of utility GIS projects proves that Midland GIS Solutions understands the importance of information exchange and communication during the entire life of the project. As a result of this understanding, Midland GIS Solutions' project management team will synchronize all technical activities and communication with North Liberty.

Midland's "client-focused" approach, and experience in project management has been the cornerstone of success for Midland GIS Solutions in a market that does not expect, but rather demands a high level of service. At the foundation of this approach is Midland GIS Solutions' proactive management philosophy, which anticipates challenges, revolves around listening, and is committed to partnering. On every project, Midland utilizes a team approach and encourages open communication channels with the client and their stakeholders.

Midland GIS Solutions' effective project management procedures are demonstrated in our ability to successfully manage and complete multiple projects simultaneously, while meeting all cost standards and parameters under aggressive schedules. Midland GIS Solutions proposes an experienced and professional team to oversee and execute the utility GIS mapping project for the City of North Liberty.



# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

Kirk Larson will serve as Project Manager for the GPS data collection and GIS mapping project for the City of North Liberty. All communications will be directed through Kirk for the duration of the project. He will oversee the Midland GIS Solutions team as they work with the City to finalize project specifications. Additionally, Kirk will conduct meetings with appropriate staff to determine final data requirements, finalize all project schedules, and coordinate data delivery requirements.



The Midland GIS Development Team proposed for this project will include Kirk Larson, Project Manager, one (1) Municipal Project Supervisor, one (1) GIS Specialist, two (2) GPS Field Party Chiefs and multiple GPS Field Technicians. The proposed team members for this project have a unique combination of utility infrastructure knowledge and years of experience in project management, data collection, quality control procedures, and GIS mapping.

Midland GIS Solutions routinely provides all of the GPS data collection and GIS data development services proposed. All project requirements and specifications will be met by the key personnel identified in this section.

Midland GIS Solutions' project management procedures include a specific and tactical approach to communication amongst City staff and Midland's field and project management personnel. To ensure the successful outcome of this data collection and utility GIS mapping project, our field staff will maintain active communication with City staff through various means, including while conducting GIS data collection in the field, attending onsite project status meetings, and with Midland's interactive GIS website for project management.

Midland GIS Solutions will be available to meet with City staff to review data collection and utility GIS mapping progress upon request by the City of North Liberty at various times throughout the project.

## KEY PERSONNEL

### **KIRK LARSON, PROJECT MANAGER**

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[KLARSON@MIDLANDGIS.COM](mailto:KLARSON@MIDLANDGIS.COM)



**EDUCATION:** Bachelor of Science Degree in Geography & Geographic Information Systems (GIS) – Northwest Missouri State University (Maryville, Missouri)

**LENGTH OF SERVICE WITH FIRM:** 2005-Present (Principal Owner)

**EXPERIENCE:** As Vice President of Operations at Midland GIS Solutions, Kirk oversees the development of utility GIS programs, GPS Field Collection and web-based GIS applications. While at Midland GIS, Kirk has successfully managed and overseen development of more than 125 municipal and utility GIS programs. Kirk has served in the mapping and GIS industry since 1995, working for five (5) years as a GPS field technician and working in both local government and private sector as a GIS Coordinator. Kirk developed a nationally recognized Enterprise Wide GIS program for the growing county of Sarpy County, Nebraska where he served as GIS Coordinator from 2002 to 2005.

On an annual basis, Kirk typically gives ten or more presentations at regional and statewide water, wastewater and electric utility conferences and training seminars to City Administrators, Public Works Directors, Utility Superintendents and Field Operators. Continuing education credits are typically offered to attendees in his educational presentations. Kirk's unique understanding and knowledge of utility asset management and GPS field collection position him as an expert in those fields.

**PROJECT RESPONSIBILITY:** Kirk Larson will serve as the main point of contact throughout the project between Midland GIS Solutions and the City of North Liberty. Kirk will be responsible for day to day project management tasks and ensure that all project staff, technical planning, project schedules, budgeting, client communication and quality control expectations are being met and/or exceeded.

#### **PROFESSIONAL TRAINING**

Esri Training Certificates: Intro To ArcGIS I & II, Creating & Editing Parcels with ArcGIS, Creating & Editing Geodatabase Features, Creating & Editing Geodatabase Topology,; Working with Geometric Networks for utilities; Parcel Fabric Workshop; Autodesk Training Courses: AutoCAD & Autodesk Map 3D; OSHA Certified in Occupational Safety and Health Training & Confined Spaces Certification (2009 & 2013) and Traffic Control for Field Engineering & Surveying (2013)

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## **RYAN SCHIEBER, SR. GIS SPECIALIST**

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[RYAN.SCHIEBER@MIDLANDGIS.COM](mailto:RYAN.SCHIEBER@MIDLANDGIS.COM)



### **EDUCATION**

Bachelor of Science Degree in Geography & Geographic Information Systems (GIS) – Northwest Missouri State University (Maryville, Missouri)

**LENGTH OF SERVICE WITH FIRM:** 2002-Present

### **EXPERIENCE**

Ryan has more than 15 years of GIS experience at Midland GIS Solutions and provides a wide range of GIS development and conversion services, as well as customer support to Midland's valued clients. As Sr. GIS Specialist, Ryan manages the geodatabase design and coordinates the data development of all GIS projects, oversees and assists with quality control procedures, and provides technical support on a daily basis. Ryan is trained in the latest ArcGIS and ArcGIS Server software and applications.

### **PROJECT RESPONSIBILITY**

Ryan's experience with GIS data integration and development is extensive. As Sr. GIS Specialist, Ryan will be responsible for overseeing GIS program development and implementing the Integrity GIS website for project management. He will also work directly with GIS Technicians to ensure all development schedules and development procedures are adhered to. Ryan will assist in quality control and quality assurance to ensure that the final project deliverables meet and/or exceed the client's requirements.

### **PROFESSIONAL TRAINING**

- Esri Training Certificates:
  - Creating & Editing Parcels with ArcGIS, Creating & Editing Geodatabase Features, Creating & Editing Geodatabase Topology, Intro to ArcGIS Server, Intro to the Multiuser Geodatabase, Managing Editing Workflows in a Multiuser Geodatabase, Intro to PLTS; Working with Geometric Networks for utilities; Developing Applications with ArcGIS Server Using the Microsoft .NET Framework; Parcel Fabric Workshop
- Autodesk Training Courses: AutoCAD 2002 & Autodesk Map 3D 2007

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## **ETHAN HERBEK, GISP, MUNICIPAL PROJECT SUPERVISOR**

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[EHERBEK@MIDLANDGIS.COM](mailto:EHERBEK@MIDLANDGIS.COM)



### **EDUCATION**

Bachelor of Science Degree in Geography, Minor in GIS – Northwest Missouri State University (Maryville, MO)

**LENGTH OF SERVICE WITH FIRM:** 2004-Present

### **EXPERIENCE**

Ethan Herbek has been with Midland GIS Solutions for more than 13 years and is a Certified GIS Professional (GISP). Ethan is experienced in GIS data development and GPS field collection, serving in multiple management roles that include Municipal Project Supervisor, Field Supervisor, Utility GIS Specialist and Quality Control Manager. Ethan is capable of supervising all aspects of utility GIS projects, from field data collection and utility inspections to geodatabase modeling and GIS data integration. As a Project Supervisor, Ethan has a vast understanding of water, wastewater, electric, gas, and storm water utility operations and management. This knowledge positions Ethan to successfully apply GIS technology to solve real world utility management and maintenance problems by better understanding the challenges our clients deal with on a daily basis.

### **PROJECT RESPONSIBILITY**

As Municipal Project Supervisor, Ethan will be responsible for the overall daily management of field data collection and GPS field personnel. Ethan will ensure that all aspects of GPS data and attribute collection are synchronized with the overall project plan for North Liberty. Ethan will oversee and monitor all safety procedures and supervise day-to-day quality control during the GIS data creation portion of the project. He will also lead attend onsite project meetings and provide updated data to a secure GIS website for project management throughout GIS development.

### **PROFESSIONAL TRAINING**

Certified by National Association of Sewer Service Companies (NASSCO) – Pipeline, Lateral and Manhole Assessment Certification Programs (PACP, LACP, and MACP); OSHA Certified in Occupational Safety and Health Training & Confined Spaces Certification (2009 & 2013) and Traffic Control for Field Engineering & Surveying (2013); Creating and Editing Parcels with ArcGIS (16 hrs.); Esri Intro to ArcGIS (16 hrs.)

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## **JOSH HAYES, SR. GPS FIELD PARTY CHIEF**

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[JOSH.HAYES@MIDLANDGIS.COM](mailto:JOSH.HAYES@MIDLANDGIS.COM)

**LENGTH OF SERVICE WITH FIRM:** 2012 – Present

**EXPERIENCE:** Josh Hayes has been with Midland since 2012 and has six (6) years of GPS field data collection and utility inspection experience. As a Sr. GPS Field Party Chief for Midland GIS Solutions, Josh is responsible for training GPS field technicians to utilize GPS equipment and techniques with survey grade (RTK) and mapping grade units, as well as industry standard condition assessments. Josh is trained and experienced with Esri software and OSHA safety regulations and Traffic Safety standards.

**PROJECT RESPONSIBILITY:** Josh will lead GPS field crews to collect utility infrastructure data and will oversee GPS data collection and inspections. He will field check all collected data prior to processing that information in the office. He will also be responsible for utility GIS mapping and assisting with all quality assurance and quality control procedures for mapping and data conversion.

**PROFESSIONAL TRAINING:** OSHA Certified for Traffic Control for Field Engineering & Surveying (2013)

## **MITCHELL BRADSHAW, SR. GPS FIELD PARTY CHIEF**

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[MBRADSHAW@MIDLANDGIS.COM](mailto:MBRADSHAW@MIDLANDGIS.COM)

**LENGTH OF SERVICE WITH FIRM:** 2014 – Present

**EXPERIENCE:** Mitchell Bradshaw has four (4) years of GPS field data collection and utility inspection experience with Midland GIS Solutions. Mitchell is very knowledgeable in GPS data collection procedures and quality control measures to ensure accuracy and efficiencies on every project. He is responsible for training GPS field technicians to utilize GPS equipment and techniques with survey grade (RTK) and mapping grade units. Mitchell consistently performs condition assessment for GIS data integration on storm water and sanitary sewer utility networks to meet the standards set forth by each client.

**PROJECT RESPONSIBILITY:** Mitchell will lead a GPS field crew to collect utility infrastructure data for the City. He will oversee GPS data collection and inspections and field check all collected data prior to processing that information in the office. Mitchell will maintain active communication with City staff when providing onsite GPS and GIS services.

## PROJECT EXPERIENCE

### ADEL, IOWA

Sanitary Sewer, Water, Curb Stops and Storm Sewer Utility Networks Located & Mapped, Web GIS Development & Hosting, Technical Support

**SERVICES PROVIDED:** 2015

**BACKGROUND:** Adel, Iowa is a progressive community located 25 miles west of the Des Moines metropolitan area. In 2014, the City was in the process of implementing a Capital Improvement Plan (CIP), which included numerous updates to the City's utility infrastructure and the community had also seen a spike in population growth. The GIS data developed for Adel by another firm was inaccurate and not usable in assisting with short and long-term asset management planning and maintenance. The City selected Midland GIS Solutions based on qualifications to conduct a comprehensive GPS survey of the City's utility networks.

**SOLUTION/DELIVERABLES:** Midland GIS Solutions utilized real-time kinematic (RTK) survey grade GPS technology to GPS locate all of the designated features associated with the sanitary sewer, water and storm sewer utility networks. GPS field crews conducted comprehensive top-side manhole inspections on sanitary and storm sewer manholes and also GPS located curb stops to integrate into the waterline network.



Field personnel utilized Midland's custom data collection application to ensure that all utility features and attributes were collected in a clean and consistent manner and seamlessly integrated into the geodatabase for GIS mapping. The geometric rules associated with this custom software auto-generated the sanitary and storm sewer line segments and included flow direction, slope and exact length measurements. Individual water main segments were assigned diameter and material attributes. The accuracy associated with the overall GIS mapping process was a top priority for Adel to ensure that the GIS program was reliable and utility networks were complete to move forward with engineering projects and long-term maintenance plans.

Today, the City utilizes Midland's Integrity GIS solutions to view, share, analyze and manage their GIS data from any web-enabled desktop or mobile device. They rely on their GIS program on a daily basis, which has helped the City to reduce overall utility costs associated with asset management and maintenance activities.



# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## BURLINGTON MUNICIPAL WATERWORKS

Water Network Located & Mapped and GIS Website

**SERVICES PROVIDED:** 2015

**BACKGROUND:** Burlington Municipal Waterworks serves more than 28,000 customers in the Cities of Burlington, West Burlington and the surrounding areas along the Mississippi River in southeast Iowa. In 2014 the Municipal Utility was seeking a better system to manage and maintain their water network maps. Their water network data was in CAD and the Utility was unsure of how accurate their information was. Burlington Municipal Waterworks selected Midland GIS Solutions in 2015 to GPS locate, attribute and map their water utility mainline network.

**SOLUTION/DELIVERABLES:** Establishing project work sectors was key to efficiently GPS locating the waterline network features associated with the system maintained by Burlington



Municipal Waterworks. Once the project area and associated work sectors were defined, Midland's professional field staff utilized our custom data collection application with pre-defined features and attributes for integration into the geodatabase.

Survey grade GPS technology was utilized to locate water hydrants, water valves and hydrant valves for the water network. All collected data was integrated into the GIS program and water mains were drawn in by combining exact GPS locations of above ground features with as-built and AutoCAD drawings to determine the best representation of

Burlington Municipal Waterworks' water distribution network.

Also integrated into the GIS program was existing GIS data and digital aerial photography from the City of Burlington, provided by Des Moines County, IA. All existing data and newly collected water data was incorporated into an Integrity GIS website with mobile capabilities. Burlington Municipal Waterworks maintains and manages their water network with Integrity and has the ability to edit, share and analyze data. Having their GIS data in a reliable web-based platform saves the Utility time and money on conducting field searches for water features and also streamlines daily workflows.

<https://burlington.integritygis.com> (Secure Site)

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## SERGEANT BLUFF, IA

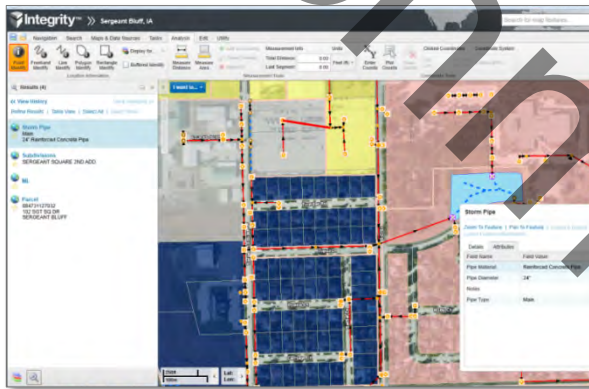
Sanitary Sewer, Water, Electric and Storm Sewer Utility Networks Located & Mapped

### SERVICES PROVIDED: 2013

**BACKGROUND:** Located just south of the Sioux City, IA-NE-SD metropolitan area, the City of Sergeant Bluff, Iowa has seen substantial growth in infrastructure, planning and zoning and the number of building permits, along with a boom in economic development and job creation in recent years. These factors contributed to the City's need for a more accurate utility mapping program as well as a centralized system to keep track of maintenance and operational activities. The City wanted a program that would be user friendly and ultimately provide accurate data to their engineers.

**SOLUTION/DELIVERABLES:** Midland GIS Solutions was selected by the City of Sergeant Bluff in 2013 to GPS locate and map their sanitary sewer, water, electric and storm sewer utility networks and develop a GIS program for use in utility maintenance and management to support the daily operations of the City staff. Midland utilized decimeter accurate GPS

technology to GPS locate all utility features and conducted full inspections of the sewer and storm sewer networks.



The City had maintained a large and fairly complete library of as-built drawings and paper maps prior to implementing their GIS program; however, the accuracy of this data was limited and the data was only viewable on one computer in the Public Works

department through an ArcView software license. Today, the City has an accurately mapped system of their entire utility infrastructure, complete with attribute and inspection data that can be utilized in engineering modeling projects.

All of the City's utility GIS data was integrated into Midland's Integrity web GIS platform and gives the City staff a secure and user-friendly application to easily access and update utility information to increase efficiencies in daily operations. The City's Integrity website is closed to the public: <https://sgtbluff.integritygis.com>.

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## DETROIT LAKES PUBLIC UTILITIES

Sanitary Sewer, Water, and Primary Electric Utility Networks Located & Mapped

### SERVICES PROVIDED: 2015

**BACKGROUND:** Prior to selecting Midland GIS Solutions to develop the City's utility GIS program, the City of Detroit Lakes, Minnesota was in the process of determining the best way to migrate their existing CAD data into an accurate GIS program for multiple users to manage and maintain the City's utility infrastructure. The lake community of approximately 8,600 full-time residents recognized the benefits of GPS locating their utility features and incorporating this data into a GIS program, however, the project was proving to be tedious and time consuming for their staff.

**SOLUTION/DELIVERABLES:** In 2015, Detroit Lakes selected Midland GIS Solutions to collect and develop their GIS information. Over the course of several months, Midland GIS Solutions was able to GPS locate and attribute all of the utility features associated with the sanitary sewer, water, and primary electric networks throughout the City. Midland's professional field staff also conducted thorough inspections of the City's sanitary sewer network and



incorporated this data into the GIS program. Midland utilized RTK (survey-grade) GPS technology and custom data collection software to ensure data was collected accurately and in a standardized format.

An Integrity GIS website was created with mobile capabilities for the City to easily view, analyze and edit/update utility data within the GIS program. This project allowed the city to complete several years of their GIS plan in a matter of months. City officials in this thriving community now have the ability to analyze and query utility features and attributes, forecast short and long term maintenance activities, and provide accurate data to engineers, while improving efficiencies in responding to sewer overflows, water main breaks, and other maintenance needs.

The City's Integrity website is closed to the public: <https://detroitlakes.integritygis.com>.

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## TOPEKA, KANSAS

Storm Water Network Located, Mapped & Data Integration

**SERVICES PROVIDED:** 2014-2016

**BACKGROUND:** In an effort to identify and map the City's storm water network, Topeka, Kansas moved forward with pursuing a large-scale GPS location project to re-map the system in order to begin the process of separating their combined sewer and storm water features. Located along the Kansas River in northeast Kansas, the City of more than 125,000 residents is divided into 11 storm water drainage districts. In early 2014, Midland GIS Solutions was selected based on qualifications to GPS locate, inspect, and map the storm water features in the three (3) largest drainage districts.

**SOLUTION/DELIVERABLES:** Utilizing RTK (survey grade) GPS methods, Midland GIS Solutions located the City's storm water system and collected attribute data for manholes, inlets, junctions, boxes and outfalls. GPS field staff also collected combined sewer utility features and provided condition assessment ratings for the top, frame, cone, chimney, barrel section, bottom, channel and invert of the sewer manholes.



In addition to accurately locating the storm water and sewer features, Midland's technical staff created a utility geodatabase, integrated aerial photography and county GIS data, and also inserted new GIS data into Cityworks®, the City's asset management system. Midland utilized a "Facility ID" to link back to the Cityworks® program upon completion of each storm water basin. Midland developed the workflow for this aspect of the project to ensure a smooth transition between using the existing data and the newly collected data in the work order program to ensure valuable historical records remained intact.

In 2015, Midland GIS Solutions was awarded a contract with the City of Topeka to GPS locate and map storm water and sewer features in the remaining eight (8) drainage basins.

## PROJECT APPROACH

The following explanation outlines the products and services Midland GIS Solutions would provide to the City of North Liberty, Iowa.

### KICK-OFF MEETING

Midland GIS Solutions will provide a half (1/2) day "Kick-off" meeting and Geodatabase Design Workshop for North Liberty. The Kick-off meeting is essential to developing open communication with the client and will help establish Midland GIS Solutions' guidelines and procedures for coordinating with the City. The following important topics will be discussed and/or determined at the Kick-off meeting.

### COLLECT EXISTING DATA

Midland GIS Solutions will acquire copies of available, relevant GIS data, AutoCAD drawings, hard copy utility maps, as-built information, and historical utility drawings from North Liberty for use as reference during the project.

### SAFETY AND PROCEDURES

Midland GIS will review safety and field procedures with staff during the Kick-off meeting to ensure the safety of not only our staff and the City's staff, but the citizens of North Liberty as well. Midland GIS follows a strict safety and procedures manual and also requires all field staff to attend OSHA safety classes to obtain confined space certification. All Midland GIS employees are required to attend internal quarterly safety meetings to review procedures and concerns.

At all times, field staff will be wearing the required Class II traffic safety vests and all field vehicles will be clearly marked with company information and have the required safety lights for operation while in public right-of-way. All GPS field personnel have acquired OSHA training for "Traffic Control for Field Engineering & Surveyors". Proper traffic control signage will be utilized when necessary while operating in public right-of-way. If required, due to traffic concerns, Midland GIS will operate during non-peak hours to obtain field locates and inspections. If Midland GIS staff has concerns about their safety, the appropriate City staff or local law enforcement will be contacted.

### PROJECT TIMELINE AND MILESTONES

Midland GIS will review and discuss the anticipated project timeline and milestones with the City of North Liberty. Any modifications to the project schedule at the request of the City will be discussed during the Kick-off Meeting.



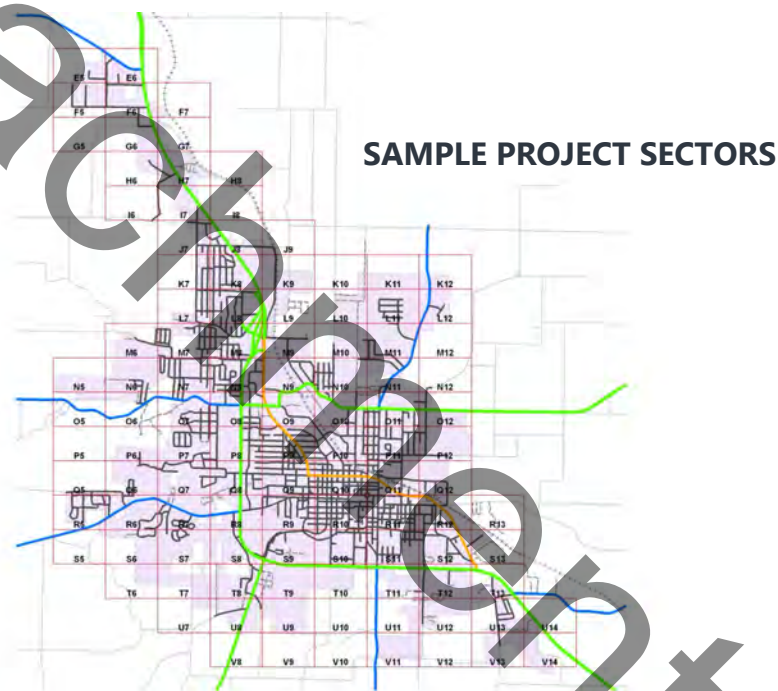
# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## WORK SECTOR DEFINITION

Midland GIS will work with City staff to define a grid and identify work sectors for the entire project area. The creation of these work sectors serves two very distinct and important roles during the project. First, the project sectors will be utilized by Midland GIS field staff as a quality control measure. Field staff will work within each sector and complete all locates and inspections required prior to moving on the next sector. This allows for a very efficient method of data collection and translates into cost savings and overall quality for the City. The second aspect of working within project sectors is to provide City staff with an easy method to track progress and know exactly what part of the City Midland's field staff is working in. It also allows for pre-planning during morning meetings for traffic control and City staff assistance. Work sectors will be the basis for project reports to North Liberty.



## PUBLIC NOTIFICATION

Midland GIS will work with City staff to ensure proper citizen notification. It has been our experience on similar large scale projects that informing citizens about the project can help to alleviate any concerns local residents may have. Notifications at City Hall, utility billing offices and the local newspaper or public access channel (if available) is highly recommended. Midland GIS field staff will carry an informational letter on letterhead from the City of North Liberty describing the project and the proper contact information at the City. It is also recommended that local law enforcement be notified about the project and that Midland's field staff will be working in town.



## TECHNICAL WORK PLAN

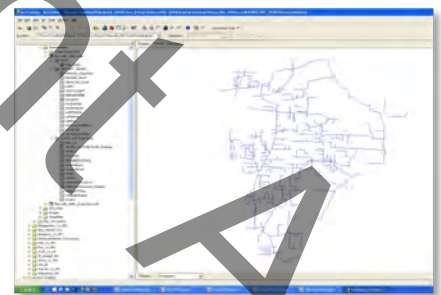
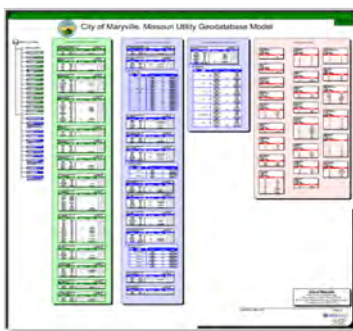
### GEODATABASE DESIGN

Midland GIS will work with your staff to design a utility geodatabase model to meet the City's current and future utility asset management needs, as well as identify and define the logical structure for the geodatabase model.

When creating the overall design of the geodatabase for North Liberty, Midland GIS Solutions will take into consideration the best model and structure to meet the needs of the City. The geodatabase will also be based on Midland's previous models, the published Esri utility model and future GIS needs, as identified by North Liberty. Developing an accurate and functional geodatabase will allow North Liberty to:

- Store all GIS-related data in a centralized location
- Apply rules and relationships to the data
- Create a consistent and accurate database of spatial data
- Define relationship classes and topological enforcement rules
- Work in an environment that supports multi-user access and editing

Midland's upfront design process enables field personnel to collect data in a rule-based environment. This minimizes field coding errors by pre-defining the attribute tables that are used in the field and also keeps the data collection process consistent.



Geodatabase Design  
Workshop



Geodatabase Model



Geodatabase

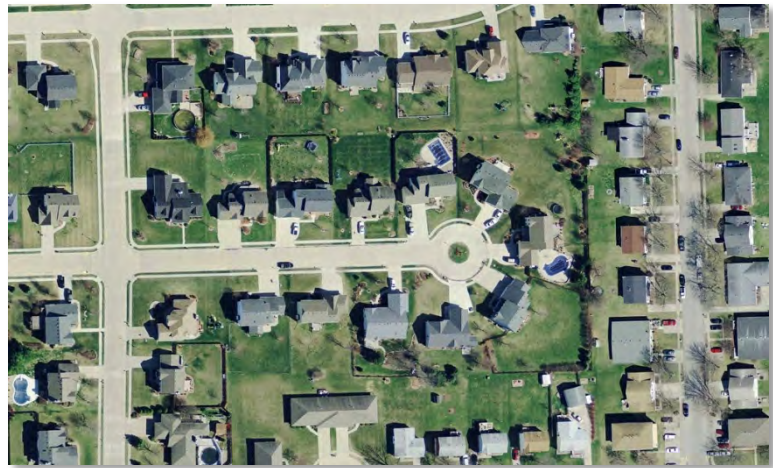
# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## DIGITAL AERIAL PHOTOGRAPHY INTEGRATION

Midland GIS Solutions will integrate digital aerial photography of the City of North Liberty (provided by the City) into the GIS program. The raster datasets created will be viewed as a continuous, seamless image across the entire project area.



After the datasets are created, the aerial photography will be adjusted for color and contrast to meet specifications set by North Liberty.

Midland GIS Solutions will provide Quality Assurance and Quality Control (QA/QC) on the provided aerial photography. This process will involve “heads-up” on-screen visual inspection of the photography by trained GIS Specialists. Midland GIS Solutions will immediately notify the City if any visual banding, warping, gaps, or distortions are discovered.

Unless otherwise requested by North Liberty, Midland GIS Solutions will not be performing any additional field ground control checks in relation to the spatial accuracy of the aerial photography.

## INCORPORATE COUNTY GIS DATA LAYERS

Midland GIS Solutions will incorporate all available cadastral map data layers from Johnson County, Iowa into the GIS program upon request. North Liberty is responsible for any cost associated with acquiring the GIS data from Johnson County. Incorporating these data layers will establish a base



map for the City’s GIS program, minimizing time and cost associated with independently developing this data to integrate into the GIS program.

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## GPS DATA COLLECTION

Midland GIS Solutions will utilize Real-Time Kinematic (RTK) GPS methods to locate the sanitary sewer and water utility networks contained in the defined project limits. This technology will result in centimeter-level accuracy (+/- 2 cm) of GPS positions on utility features. This method will also provide the city of North Liberty with accurate elevation information on the sanitary sewer features. Captured features through GPS surveys will include all features designated by North Liberty during the planning phase of the project.

After thorough investigation by Midland GIS field staff, a report containing all utility features to be located that were not found, or determined to be inaccessible will be submitted to the City of North Liberty. Midland GIS will work with City staff to locate utility features during the clean-up phase of the project. This will allow Midland GIS to collect features in a quicker and more efficient manner,

translating into cost savings for North Liberty and minimizing the impact on City staff.



GPS surveys will be referenced to the Iowa State Plane Coordinate System to allow for direct insertion into the GIS program developed for North Liberty. Horizontal (x,y) coordinates will be obtained in the field for sanitary sewer and water utility features. Vertical (z) elevations will be obtained for sanitary sewer features.

## DATA CONSISTENCY

Midland GIS will utilize our customized data collection field application that has been successfully used on other similar projects. All field data will be pre-defined for field staff to ensure accurate and consistent attribute collection. Field staff will run

the custom application on the GPS controller unit to allow for quick and easy identification and navigation of the utility features. Attribute data collected in the field will be electronically collected and a hard copy record will also be created.

## DATA SECURITY & BACK UP

Midland GIS Solutions will download and process the GPS field data to prepare the data for proper insertion into the GIS mapping program. GPS data collected is verified each day against the existing aerial photography. All data will be downloaded nightly and transferred via the internet to Midland's Corporate Office in Maryville, MO and inserted in to the project geodatabase. This transferred data is backed up nightly.

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## SANITARY SEWER GPS FIELD DATA COLLECTION

Midland GIS Solutions will GPS locate the features associated with the City of North Liberty' sanitary sewer system. Typical features that are collected during this phase of the project include:

- **Manholes**
- **Lift Stations**
- **Force Main Valves**
- **Lamp Holes (if present)**
- **Pre-Located Force Main Locations**

In the event that North Liberty is unable to identify the approximate location of the force main, as-built drawings will be utilized to retrace the location of the force main line. If North Liberty' staff is unable to locate portions of the gravity main system during the cleanup phase, Midland GIS will COGO as-built drawings into the GIS. This data will be loaded into the GPS controller and will be used to navigate to the approximate locations of the lost or buried manholes.

### DATA COLLECTION SPECIFICATIONS:

- For consistency purposes, the north rim of the manhole will be located during the project.
- Midland GIS will mark each manhole with survey marking paint after each manhole has been identified.

Manholes that are inaccessible by GPS due to tree cover or satellite visibility will be noted and shot utilizing traditional survey methods (total station or level rod). All data will be coded as to the method of collection utilized.

## SANITARY SEWER FIELD ATTRIBUTE COLLECTION

Midland GIS will perform top-side manhole field inspections to collect manhole attribute data during this phase of the project. Any manholes that require further assistance in opening or gather attribute data will be noted and Midland GIS will work with City staff to gain access to the identified manholes.

Midland proposes to obtain invert elevations for all incoming and outgoing mainlines, manhole depth and pipe size utilizing traditional survey measurement methods.





# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

This information will be collected by measuring down from the north rim location where the GPS elevation was acquired. Flow direction will be noted during the field inspection process. If during the inspection process Midland GIS discovers any manholes that need immediate attention (back-ups, cave-ins, major obstructions or overflows), the appropriate City staff will be immediately contacted.

All field data will be predefined during the Kick-off meeting to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS data collector to allow for quick and easy identification and navigation of the manholes.

Sanitary sewer features to be collected will be defined in preliminary meetings with the City. Manholes will be opened, inspected and attribute data collected.

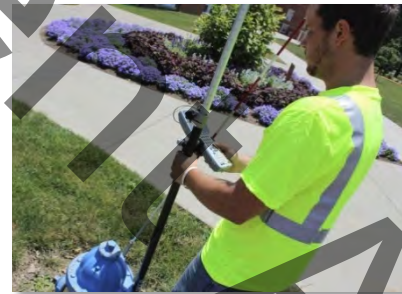
## TYPICAL FEATURES TO BE COLLECTED, BUT NOT LIMITED TO:

- Northing, Easting
- Rim elevation
- Manhole depth
- Invert elevation
- Manhole material
- Manhole type
- Pipe type
- Pipe size
- Location
- Grade
- Lined Y/N
- Access type
- Buried (Y/N)
- Depth buried
- Pipe material
- Condition rating
- Evidence of infiltration
- Drop type
- Drop depth

## WATER NETWORK GPS DATA COLLECTION

Midland GIS Solutions will GPS field locate the following utility features for the water network within the project limits:

- Hydrants
- Hydrant Valves
- Valves



Any water features that are inaccessible by GPS due to tree cover or satellite visibility will be noted and shot utilizing traditional survey methods. All data will be coded as to the method of collection utilized. Data collection for curb stops and water meters have not been included in this proposal.

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## GIS FEATURE CREATION



Midland GIS Solutions will develop an Esri ArcGIS Desktop 10.x geodatabase file for the sanitary sewer and waterline utility networks for the City of North Liberty. Unique feature class data layers will be created for the layers that are defined during the Geodatabase Design Workshop portion of the project.

Custom domains (pre-defined menus) will be built for each layer during the Geodatabase Design Workshop. These custom domains will be added to Midland GIS Solutions' custom field inspection application to ensure that field staff will collect clean and consistent data throughout the utility survey project. These domains will also be utilized by City staff for future management of the geodatabase to help simplify the editing and data management processes.

Midland GIS will acquire copies of all available existing mapping records for North Liberty' utility infrastructure. These records may include historical maps, as-built records, existing GIS datasets, and AutoCAD drawings. All hard-copy maps will be scanned and returned to the City in a timely manner.

Sanitary sewer line segments will be created utilizing custom, in-house editing tools developed by the Midland GIS development team. These tools will incorporate inspection data collected by field staff and will auto-generate sanitary sewer line segments illustrating flow direction, slope and exact length measurements. Quality assurance warnings have been built into these tools to verify positive slopes and to check for inconsistencies with pipe material and diameter.

Water distribution mains will be developed by combining exact GPS locations of above ground features with as-built/AutoCAD drawings to determine the best representation of those networks. Individual water main segments will have diameter and material attributes associated with them. All lines will be checked in a quality assurance process to ensure a clean network.



## QUALITY ASSURANCE & QUALITY CONTROL

Quality Control and Cost Control issues involved with this project are of paramount importance to Midland GIS Solutions and to the overall integrity of the proposed project. These issues range from GPS accuracy and data development precision to successful database integration, which potentially affect every aspect of the project.

Through the combined efforts of our project team, an emphasis on quality control will remain the highest level of importance during development and implementation of the GIS program. These efforts include:

- Custom QA/QC ArcGIS tools
- "Heads-up" QA/QC against base data or aerial photography
- Digital and hard copy checks against field notes and as-built drawings
- 5% redundancy check of all GPS collected data
- Printed check plots for review by the City
- Assurance that end product shows complete connectivity

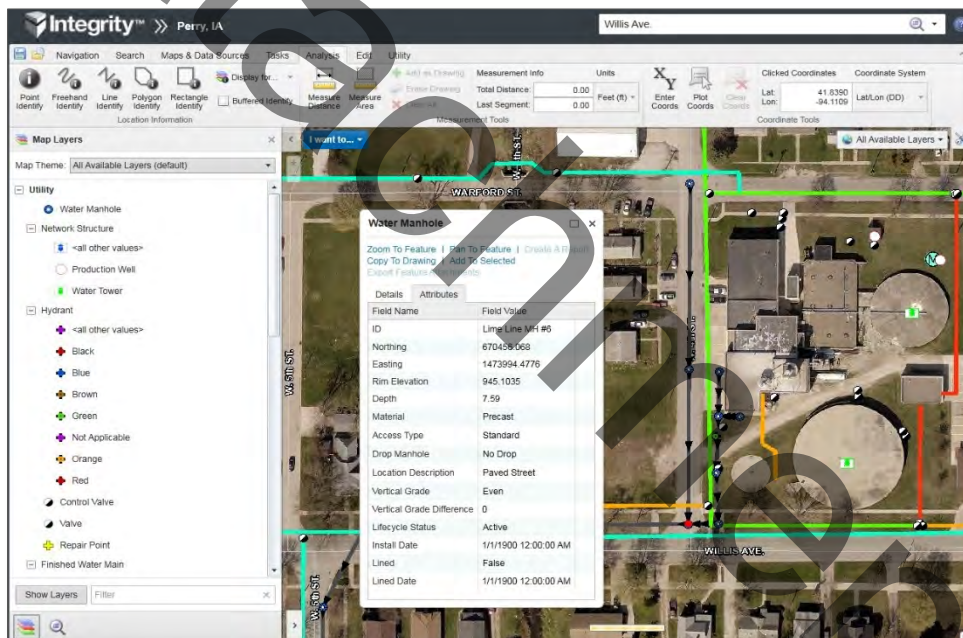
### GPS REDUNDANCY CHECK

As part of the quality control process, Midland GIS Solutions will GPS locate five (5) percent of the features previously shot during the project. This process is part of the Midland GIS field protocol and will be employed during the North Liberty project. Midland GIS will compile and process the results against the other data set and verify the required accuracy tolerance is being met.

## INTEGRITY™ GIS SOLUTIONS

### INTEGRITY, POWERED BY GEOCORTEX®

Built on Esri technology, Integrity is Midland's web-based and mobile GIS software solution to edit, maintain, and analyze GIS data. With built-in workflows for daily operations and utility asset management for municipal government, users can quickly access their mapping data on any computer or mobile device, increasing efficiencies in communication throughout various departments and to constituents. Midland GIS Solutions developed Integrity to provide our valued clients with a user friendly and cost effective tool to access and update their GIS data in a multi-user environment.



## CORE COMPONENTS & FUNCTIONALITY

Integrity will provide the City of North Liberty with a variety of useful tools and features, which include production quality reports, advanced search and query functionality, and enhanced security. Users will have the ability to print large-format, high-resolution maps with data and mark-up using pre-defined print templates. Integrity has built-in tools for measuring distances and areas, mark-up tools to draw shapes and add text or labels, and a tool to create buffer zones from a selection. Images, PDF documents, and any other media or hard copy maps can be linked to features mapped in the GIS program. The following pages outline features of the desktop version of Integrity, as well as the mobile (HTML5) version.

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## WEB PAGE DOMAIN NAME REGISTRATION

Midland GIS Solutions will register an SSL domain name for the GIS website through GoDaddy.com. [SSL stands for Secure Sockets Layer and is the industry standard in security technology for establishing an encoded link between a web server and a browser to ensure that all data that passes between the server and browser remains private and protected.]

The suggested web domain will be: <https://northliberty.integritygis.com>

Midland GIS Solutions will route the DNS (Domain Name Service) numbers to our dedicated web servers. Midland GIS Solutions will test the domain name once transferred to our web server for quality control purposes.

## GIS WEBSITE DESIGN AND DEVELOPMENT

Midland GIS Solutions will setup a customized Integrity desktop GIS website and HTML5 Mobile GIS website for the City of North Liberty. The HTML5 mobile GIS website will allow the City to access the website via tablet and handheld devices. (e.g. iOS Apple, Android, & Windows mobile devices). Midland GIS Solutions will utilize the existing "GIS ready" shapefile data and aerial photography provided by the City of North Liberty for the GIS website(s).

## GIS WEBSITE HOSTING

Midland GIS Solutions will host the GIS website and GIS data on a Dell PowerEdge R710 web server. Midland GIS Solutions will set up a scheduled batch program that will automatically copy updated GIS data from the City's GIS server to our secured ftp server on a weekly basis.

Midland GIS Solutions maintains a secured, climate controlled server room with a dedicated fifty (50) MB upload and fifty (50) MB download speed fiber Ethernet connection. The server room is connected to a gas-powered generator to keep the web servers up and running in case of a power outage.

## INTEGRITY TRAINING

Midland GIS Solutions provides comprehensive training and support for every level of service provided, including remote training for Midland's Integrity™ GIS solutions. Training provided for the GIS website(s) will include one (1) half-day of onsite training to City staff as part of this project.

## DELIVERABLES

After the staff at the City of North Liberty, Iowa has reviewed and approved all GPS located and attributed data, Midland GIS will present a full set of deliverables to the City. All collected and mapped sanitary sewer and water data will be uploaded into the City's geodatabase and also integrated into the City's Integrity GIS website.

### PROPOSED DELIVERABLES INCLUDE:

- Esri ArcGIS Geodatabase containing datasets for sanitary sewer and water utility features
- Esri Map Documents (.mxd)
  - 11x17 Truck Book Map Documents for each utility
  - 36x36 100-scale Map Documents for each utility
- (2) Sets of bound 11x17 Truck Books for each utility
- (1) Full system wall map for each utility
- (1) Half-Day of Onsite Web GIS Training for Staff
- (4) Hours GIS Support Services
- Integrity GIS Website Development and Implementation
- Integrity GIS Website Hosting (Includes):
  - Domestic data storage on Midland GIS servers located in Maryville, MO
  - Domestic Offsite data back-up for additional protection
  - 24/7 Unlimited Site Access via the Internet
  - SSL Token Security to protect your online data
  - Unlimited User Accounts
  - Administration Control of Users
  - Integration of "GIS ready data" provided to Midland GIS
  - ASP Enterprise Esri Licensing to allow for multiple user access environment
  - Back-End System Administration to ensure the GIS program is functioning and accessible

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## REFERENCES

### ADEL, IOWA

**Kip Overton, Public Works Director**

Adel City Hall  
301 S. 10<sup>th</sup> Street  
Adel, IA 50003  
(515) 993-4525  
[koverton@adeliowa.org](mailto:koverton@adeliowa.org)

### TOPEKA, KANSAS

**Stephen Miller, Storm Water Engineer**

215 E. 7<sup>th</sup> St.  
Topeka, KS 66603  
(785) 368-1640  
[stmiller@topeka.org](mailto:stmiller@topeka.org)

### BURLINGTON MUNICIPAL WATERWORKS

**Shane Johnson, Distribution Supervisor**

500 N. Third St.  
Burlington, IA 52601  
(319) 754-6501  
[johnsons@burlingtoniowa.org](mailto:johnsons@burlingtoniowa.org)

### SERGEANT BLUFF, IOWA

**Mark Huntley, Public Works Director**

404 4<sup>th</sup> Street  
PO Box 703  
Sergeant Bluff, IA 51054  
(712) 943-9615  
[mark@cityofsergeantbluff.com](mailto:mark@cityofsergeantbluff.com)

### DETROIT LAKES PUBLIC UTILITIES (MINNESOTA)

**Vernell Roberts, General Manager**

1025 Roosevelt Ave.  
Detroit Lakes, MN 56502  
(218) 847-7609  
[vroberts@lakesnet.net](mailto:vroberts@lakesnet.net)

# Attachment A: SAM, LLC

City of North Liberty, IA

July 9, 2018

## FEE SCHEDULE

### GPS DATA COLLECTION & GIS DEVELOPMENT

**SANITARY SEWER UTILITY NETWORK** \_\_\_\_\_ **\$105,083.00**

**WATER UTILITY NETWORK** \_\_\_\_\_ **\$61,635.00**

### INTEGRITY GIS WEBSITE & MOBILE

**INTEGRITY GIS WEBSITE DEVELOPMENT** \_\_\_\_\_ **\$4,000.00**

**ANNUAL WEBSITE HOSTING** \_\_\_\_\_ **\$4,800.00**

Fees are based on the number of estimated utility features as provided to Midland GIS Solutions by the City of North Liberty, IA.



**Resolution No. 2020-85**

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SAM, LLC AND THE CITY OF NORTH LIBERTY FOR GIS PROGRAMMING AND SERVICES**

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

**WHEREAS**, the City has determined a need for GIS services and programming;

**WHEREAS**, proposals were sought from various firms;

**WHEREAS**, Midland GIS (now SAM, LLC) presented the most appropriate proposal for GIS services in the City; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for provision of services relating to the establishment of water and sewer network for \$175,518.00.

**NOW, THEREFORE, BE IT RESOLVED** that that the attached agreement between the City of North Liberty and SAM, LLC is approved.

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

**APPROVED AND ADOPTED** this 27th day of October, 2020.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

ATTEST:

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

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



# **South Slope Ground Lease Agreement**

## GROUND LEASE

This Ground Lease ("Lease") is dated \_\_\_\_\_, 2020 (the "Effective Date") and is between the CITY OF NORTH LIBERTY, IOWA, an Iowa municipality ("Landlord") and SOUTH SLOPE COOPERATIVE TELEPHONE COMPANY, INC., an Iowa cooperative ("Tenant").

**WHEREAS**, Landlord owns certain real estate in Johnson County, Iowa (the "Real Estate"), legally described as follows:

Lot 1 of The Evermore Part One (Final Plat recorded in Plat Book 63, Page 304 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa.

**WHEREAS**, Landlord desires to lease a portion of the Real Estate to Tenant, and Tenant desires to let such portion of the Real Estate from Landlord;

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

### SECTION 1 DEMISE

Landlord leases to Tenant, and Tenant leases from Landlord, the portion of the Real Estate identified on the site plan attached hereto as Exhibit A and incorporated herein by this reference (such plan the "Site Plan" and such portion of the Real Estate the "Leased Premises"), on the terms and conditions stated below. Landlord further grants Tenant, a permanent access and utility easement covering the Real Estate, the Leased Premises and certain adjacent property (as applicable) with rights and obligations identical in scope and nature to the rights and obligations of Landlord under the Access and Utility Easement Agreement attached hereto as Exhibit B and incorporated herein by this reference.

### SECTION 2 TERM AND TERMINATION

A. The term of this Lease will commence on the Effective Date (the "Commencement Date") and will continue for twenty-five (25) years (the "Initial Term"). At the end of the Initial Term, the Lease will be automatically renewed in consecutive five-year terms (each considered a "Renewal Term"), renewing on every fifth (5<sup>th</sup>) anniversary of the Commencement Date thereafter, or upon its sooner termination in accordance with the terms of this Lease.

B. This Lease may be terminated by the Tenant with cause upon written notice thereof to the Landlord. For the purpose of this Section 2B, the term "with cause" shall mean a Landlord's material breach in the performance of its obligations under this Agreement.

C. This Lease may be terminated by the Landlord with cause upon written notice thereof to the Tenant. For the purpose of this Section 2C, the term "with cause" shall mean the Tenant's failure to perform any obligation of Tenant hereunder, including, but not limited to failure or refusal to pay any Rent (as defined in Section 3) or any other amount due to the Landlord as provided herein when due.

D. This Lease may be terminated at any time upon the written agreement of the Landlord and the Tenant.

E. The automatic renewals described in Section 2A above may be terminated by either party without cause upon written notice, but such notice is only effective if given at least one year prior to the commencement of any such Renewal Term, including the first.

### **SECTION 3 RENT**

Annual rent for the Leased Premises will be One Thousand Dollars (\$1,000.00) ("Rent"), which shall be payable, in advance, on the Effective Date, and each annual anniversary thereafter during the term of this Lease, unless more frequent payments are agreed upon by Landlord and Tenant. Said Rent shall be increased by ten percent (10%), cumulatively, on every fifth anniversary of the Commencement Date. Rent shall be payable at Landlord's address set forth on the signature page of this Lease or such other place as may be designated from time to time by Landlord.

### **SECTION 4 WARRANTIES OF TITLE AND QUIET POSSESSION**

Landlord covenants that Landlord holds fee simple title to the Leased Premises and has full right to make and enter into this Lease, and that Tenant shall have quiet and peaceable possession of the Leased Premises during the term of this Lease.

### **SECTION 5 DELIVERY OF POSSESSION**

Landlord shall deliver possession of the Leased Premises to Tenant on the Commencement Date in its current "as is" condition. Except as expressly set forth in this Lease, Tenant is leasing the Leased Premises "AS IS, WHERE IS, AND WITH ALL FAULTS," and specifically and expressly without any representations or warranties, either express or implied, of any kind, nature or type whatsoever, regarding the condition of the Leased Premises.

### **SECTION 6 USE OF LEASED PREMISES**

A. Tenant shall use the Leased Premises for construction and operation of a fiber optic communications equipment and facilities shelter and incidental commercial purposes.

B. Tenant shall not use, or permit the Leased Premises, or any part of the Leased Premises, to be used, for any unlawful purpose. Tenant shall not commit, or suffer to be committed, any nuisance on the Leased Premises.

C. Tenant shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Leased Premises or any activity or condition on or in the Leased Premises.

## **SECTION 7 SUBLETTING AND ASSIGNMENT**

A. Tenant shall not sublet, assign, or transfer the Leased Premises in whole or in part without Landlord's prior written consent, which may be granted or withheld in Landlord's sole and absolute discretion. Landlord's consent to any sublease, assignment, or transfer of rights shall not be deemed to be a consent to any subsequent sublease, assignment, or transfer of rights.

B. Landlord's consent to any sublease shall not release Tenant from, or otherwise affect in any manner, any of Tenant's obligations under this Lease, unless expressly stated in such consent. If the Lease is assigned, and the assignee assumes Tenant's obligations under this Lease, Tenant shall be released from all obligations under this Lease arising after the effective date of the assignment.

## **SECTION 8 NOTICES**

A. All notices, demands, or other writings in this Lease provided to be given or which may be given, by either party to the other, shall be in writing and shall be deemed to have been fully given when received if personally delivered or three (3) business days after deposited in the United States mail, if sent by certified mail, postage prepaid and addressed as to the recipient party at the address set forth in the opening paragraph of this Lease for such party.

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided, which change shall become effective three (3) days after such notice is given.

## **SECTION 9 TAXES AND ASSESSMENTS**

A. *Taxes on Land.* Landlord shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, charges, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every nature and kind whatsoever, that may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against, the Real Estate (the "Real Estate Taxes").

B. *Assessments for Improvements.* Tenant shall pay any incremental increase in the Real Estate Taxes attributable directly or indirectly to any improvements made by Tenant on the Leased Premises (the “Incremental Real Estate Taxes”). To the extent the applicable taxing authority provides a separate tax bill to Landlord for the Incremental Real Estate Taxes, Landlord shall deliver the same to Tenant which shall pay the Incremental Real Estate Taxes directly to the taxing authority before they become delinquent. If Landlord pays any Real Estate Taxes that are Tenant’s obligation under this Lease, Tenant may offset the amount of such payment against Rent due under this Lease.

C. *Contesting Taxes.* If Tenant shall in good faith desire to contest the validity or amount of any Incremental Real Estate Taxes reasonably requiring the assistance of Landlord, then Landlord shall cooperate with such contest in good faith.

D. *Disposition of Rebates.* All rebates on account of any taxes, rates, levies, charges, or assessments required to be paid and paid on behalf of Tenant under the provisions of this Lease shall belong to Tenant, and Landlord will, on the request of Tenant, execute any receipts, assignments, or other documents that may be necessary to secure the recovery of any rebates, and will pay over to Tenant any rebates that may be received by Landlord

## **SECTION 10 IMPROVEMENTS**

A. *Alterations, Improvements, and Changes Permitted.* Tenant shall have the right, at its expense, to make such alterations, improvements, and changes to the Leased Premises from time to time, including, without limitation, the right to construct, alter, maintain, and repair a fiber optic communications equipment and facilities shelter, communications facilities to be located in the shelter and incidental commercial improvements. Landlord shall reasonably cooperate with Tenant, at no out-of-pocket expense to Landlord, in complying with or obtaining any land use permits and approvals, building permits or any other approvals (collectively the “Approvals”) required for the financing, construction, installation, monitoring, maintenance, or operation of any such improvements, including execution, if necessary, of applications for such Approvals, and including participating in any appeals or regulatory proceedings respecting the improvements. Any improvements constructed on the Leased Premises by Tenant shall be constructed in a good and workmanlike manner and in accordance with all applicable governmental statutes, ordinances, laws, and regulations.

B. *Disposition of Improvements.* All improvements constructed by Tenant on the Leased Premises, shall become and remain the property of Landlord at the expiration or earlier termination of this Lease. Fixtures appurtenant to improvements to the Leased Premises shall remain the property of Tenant, and shall be removed from the Leased Premises at Tenant’s expense within thirty (30) days of the expiration or earlier termination of this Lease. Tenant shall be responsible for repairing any damage to improvements caused by said removal.



**SECTION 11  
REPAIRS AND DESTRUCTION OF IMPROVEMENTS**

Tenant shall, throughout the term of this Lease, be responsible for arranging for the maintenance and upkeep of the Leased Premises, including any improvements of every kind that may be located on the Leased Premises, such that the Leased Premises remains in reasonably good condition and repair. Notwithstanding the above, Landlord shall be responsible for snow removal and lawn maintenance for the Leased Premises.

**SECTION 12  
UTILITIES**

Tenant is responsible for all water, gas, heat, light, power, and other public utilities of every kind furnished to the Leased Premises, if any, throughout the term of this Lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the improvements and all activities conducted on the Leased Premises.

Notwithstanding the above, Landlord shall provide Tenant with access to and the right to connect to and utilize during an emergency, back-up generator to be located in or adjacent to Landlord's pump/lift station to be constructed on the Real Estate.

**SECTION 13  
LIENS**

A. *Tenant's Duty to Keep Real Estate Free of Liens.* Tenant shall keep all and every part of the Leased Premises free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials used or furnished for or in connection with any operations of Tenant, any alteration, improvement, or repairs or additions that Tenant may make or permit or cause to be made, or any work or construction, by, for, or permitted by Tenant on or about the Leased Premises, or any obligations of any kind incurred by Tenant, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Landlord from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the Leased Premises.

B. *Contesting Liens.* If Tenant desires to contest any lien, it shall notify Landlord of its intention to do so within twenty (20) days after the filing of the lien. In that case, and provided that Tenant shall on demand protect Landlord by a good and sufficient surety bond or deposit against any lien and any cost, liability, or damage arising out of such contest, Tenant shall not be in default under this Lease until thirty (30) days after the final determination of the validity of the lien, within which time Tenant shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any lien shall not, in any case, be delayed until execution is had on any judgment rendered on the lien, and such delay shall be a default of Tenant under this Lease. In the event of any such contest, Tenant shall protect and indemnify Landlord against any and all loss, expense, and damage resulting from the contest.

**SECTION 14**  
**MUTUAL INDEMNIFICATION**

A. *Third Party Claims.* Each party (as “Indemnifying Party”) shall indemnify, hold harmless, and defend the other party, its affiliates and their respective directors, officers, elected officials, employees, members, agents, legal representatives, heirs, successors and assigns (each an “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, that are incurred by Indemnified Party/awarded against Indemnified Party (collectively, “Losses”), arising out of any third-party claim alleging:

(a) material breach or non-fulfillment of any material representation, warranty or covenant under this Lease by Indemnifying Party or any agent, employee or subcontractor engaged or appointed by the Indemnifying Party (collectively, “Personnel”); or

(b) any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Lease; or

(c) any bodily injury, death of any person or damage to real or tangible property caused by the negligent or more culpable acts or omissions of Indemnifying Party or its Personnel (including any reckless or willful misconduct); and

(d) any failure by Indemnifying Party or its Personnel to materially comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Lease.

B. *Exclusions.* Notwithstanding anything to the contrary in this Lease, an Indemnifying Party is not obligated to indemnify or defend an Indemnified Party against any third-party claim to the extent such third-party claim or corresponding Losses arise out of or result from, such Indemnified Party's sole negligence or more culpable act or omission (including recklessness or willful misconduct).

**SECTION 15**  
**REDELIVERY OF REAL ESTATE**

Tenant shall pay Rent and all other sums required to be paid by Tenant under this Lease in the amounts, at the times, and in the manner provided in this Lease, and shall keep and perform all the terms and conditions on its part to be kept and performed. At the expiration or earlier termination of this Lease, Tenant shall peaceably and quietly quit and surrender to Landlord the Leased Premises. Any improvements on the Leased Premises shall be left on the Leased Premises in reasonably good order and condition, ordinary wear and tear excepted, and title to all said improvements shall automatically pass to Landlord at the expiration or earlier termination of this Lease.

## **SECTION 16 INSURANCE**

A. *Insurance Coverage.* Tenant shall, at all times during the term of this Lease and at Tenant's sole expense, keep the improvements that are hereafter located on the Leased Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of the improvements. Said insurance policy shall contain a waiver of subrogation as to any claims against Landlord.

B. *Personal Injury Liability Insurance.* Tenant shall maintain in effect throughout the term of this Lease personal injury liability insurance covering the Leased Premises and any other premises leased by Tenant from Landlord and their appurtenances in the amount of one-million Dollars (\$1,000,000) for injury to or death of any one person, and two-million Dollars (\$2,000,000) for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of one-million Dollars (\$1,000,000). Such insurance shall specifically insure Tenant against all liability assumed by it under this Lease and any other lease entered into between Tenant and Landlord, as well as liability imposed by law, and shall insure both Landlord and Tenant but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Landlord and Tenant.

C. *General.* Tenant shall pay all of the premiums for the policies of insurance referred to in this Section and shall deliver policies, or certificates of policies, to Landlord. Each insurer mentioned in this Section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Landlord, that it will give to Landlord thirty (30) days' written notice before the policy or policies in question shall be altered or cancelled.

## **SECTION 17 EFFECT OF BANKRUPTCY OR INSOLVENCY**

Tenant agrees that in the event any bankruptcy proceedings are commenced by or against Tenant, and, if against Tenant, the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event Tenant is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Tenant is a party, with authority to take possession or control of the Leased Premises or the business conducted on the Leased Premises by Tenant, and such receiver is not discharged within a period of thirty (30) days after his or her appointment, any such event shall be deemed to constitute a breach of this Lease by Tenant and shall, at the election of Landlord, but not otherwise, without notice or entry or other action of Landlord terminate this Lease and also all rights of Tenant under this Lease and in and to the Leased Premises and also all rights of any and all persons claiming under Tenant.

## **SECTION 18 NOTICE OF DEFAULT**

Except as to payment of Rent, Tenant shall not be deemed to be in default under this Lease unless Landlord shall first give to Tenant thirty (30) days' written notice of the default, and Tenant

fails to cure the default within the thirty-day period, or, if the default is of such a nature that it cannot be cured within thirty (30) days, Tenant fails to commence to cure the default within the period of thirty (30) days or fails thereafter to proceed to the curing of the default with all possible diligence.

## **SECTION 19 DEFAULT**

In the event of any breach of this Lease by Tenant, Landlord, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry of the Leased Premises and to take possession of any improvements and fixtures on the Leased Premises. Any personal property of Tenant may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant. Should Landlord elect to take possession, as provided in this Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Leased Premises, and the improvements thereon or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as Landlord in the sole discretion of Landlord may deem advisable with the right to make alterations and repairs to the Leased Premises and improvements thereon. On each re-letting (a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than Rent due under this Lease, the expenses of re-letting and of making such alterations and repairs, incurred by Landlord, and the amount, if any, by which the Rent reserved in this Lease for the period of re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Leased Premises for the period on re-letting; or (b) at the option of Landlord, rents received by the Landlord from re-letting shall be applied, first, to the payment of any indebtedness, other than Rent due under this Lease from Tenant to Landlord; second, to the payment of any expenses of re-letting and of making alterations and repairs; third, to the payment of Rent due and unpaid under this Lease, and the residue, if any, shall be held by Landlord and applied in payment of future Rent as it may become due and payable under this Lease. If Tenant has been credited with any rent to be received by re-letting under option (a), above, and the rent was not promptly paid to Landlord by the new tenant, or if the rentals received from the re-letting under option (b), above, during any year is less than that to be paid during that year by Tenant under this Lease, Tenant shall pay any deficiency to Landlord. The deficiency shall be calculated and paid annually. No re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination of this Lease is decreed by a court of competent jurisdiction. In spite of any re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy it may have, Landlord may recover from Tenant all damages incurred by reason of the breach, including the cost of recovering the Leased Premises, and including the worth at the time of termination of the excess, if any, of the amount of Rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. All remedies conferred on Landlord in this Lease shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.



**SECTION 20**  
**LANDLORD'S RIGHT TO PERFORM**

A. In the event that Tenant by failing or neglecting to do or perform any act or thing provided in this Lease by it to be done or performed, shall be in default under this Lease and such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying the nature of the act or thing to be done or performed, then Landlord may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Leased Premises for such purposes, if Landlord shall so elect), and Landlord shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Tenant on account of such election. Tenant shall repay to Landlord on demand the entire expense incurred on account of such election, including compensation to the agents and employees of Landlord. Any act or thing done by Landlord pursuant to the provisions of this Section shall not be or be construed as a waiver of any such default by Tenant, or as a waiver of any covenant, term, or condition contained in this Lease, or of any other right or remedy of Landlord, under this Lease or otherwise.

B. All amounts payable by Tenant to Landlord under any of the provisions of this Lease, if not paid when they become due as in this Lease provided, shall bear interest from the date they become due until paid at the rate of ten percent (10%) per annum, compounded annually.

**SECTION 21**  
**EFFECT OF EMINENT DOMAIN**

A. *Effect of Total Condemnation.* In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Tenant shall then be released from any liability thereafter accruing under this Lease.

B. *Effect of Partial Condemnation.* In the event a portion of the Leased Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Tenant, or if the remainder of the property is not one undivided parcel of property, Tenant shall have the right to terminate this Lease as of the date of the taking on giving to Landlord written notice of termination within thirty (30) days after Landlord has notified Tenant in writing that the property has been so appropriated or taken. If there is a partial taking and Tenant does not so terminate this Lease, then this Lease shall continue in full force and effect as to the part not taken, and the Rent to be paid by Tenant during the remainder of the term shall be adjusted based upon the percentage of property taken.

C. *Condemnation Award.* In the event of the termination of this Lease by reason of the total or partial taking of the Real Estate by eminent domain, then in any such condemnation proceedings, Landlord and Tenant shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemnation or taking.

**SECTION 22  
WAIVER**

A. The waiver by Landlord of, or the failure of Landlord to take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Lease. Any waiver by Landlord must be in writing to be effective.

B. The subsequent acceptance of Rent under this Lease by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure to Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of a preceding breach at the time of acceptance of Rent.

**SECTION 23  
HAZARDOUS MATERIALS**

A. Neither Tenant, nor its agents or employees, shall violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material or waste that is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations (collectively, "Hazardous Material") on or under the Leased Premises. Tenant shall indemnify Landlord against any such violation that is caused by Tenant or its agents or employees during the term of this Lease. Tenant shall promptly notify Landlord of any such violation.

B. Neither Landlord, nor its agents or employees, shall violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of Hazardous Material. Landlord shall indemnify Tenant against any such violation that is caused by: (i) any person and exists as of the Commencement Date or occurs on or before the Commencement Date; or (ii) Landlord or its agents or employees and occurs after the Commencement Date. Landlord shall promptly notify Tenant of any such violation. To the best of Landlord's knowledge, (i) no underground tanks are now located or at any time in the past have been located on the Leased Premises or any portion thereof, (ii) no Hazardous Material has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Leased Premises or any portion thereof other than as permitted by all health, safety and other laws (each, an "Environmental Law") that govern the same or are applicable thereto and (iii) there are no Hazardous Materials in, on or emanating from the Leased Premises or any portion thereof which may support a claim or cause of action under any Environmental Law. Landlord certifies it has never received any notice or other communication from any governmental authority alleging that the Leased Premises is or was in such violation of any Environmental Law.

**SECTION 24  
MORTGAGEE PROTECTION**

A. In the event that any mortgage, deed of trust or other security interest in this Lease or in any improvements on the Leased Premises is entered into by Tenant or any assignee of Tenant (a "Leasehold Mortgage"), then any person who is the mortgagee of a Leasehold Mortgage (a "Leasehold Mortgagee") shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 24. Tenant shall send written notice to Landlord of the name and address of any such Leasehold Mortgagee; provided that failure of Tenant to give notice of any such Leasehold Mortgagee shall not constitute a default under this Lease and shall not invalidate such Leasehold Mortgage.

B. A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest and mortgage lien; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Leased Premises or any portion thereof, to exercise all of Tenant's rights hereunder, and to perform all obligations to be performed by Tenant hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Landlord's consent shall not be required for the acquisition of the encumbered leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

C. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of the default to each Leasehold Mortgagee concurrently with delivery of such notice to Tenant, specifying in detail the alleged event of default and the required remedy. In the event Landlord gives such a written notice of default, the Leasehold Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Tenant after Tenant's receipt of notice of default, plus, in each instance, the following additional time periods: (i) sixty (60) days, for a total of ninety (90) days after receipt of the notice of default in the event of any monetary default; and (ii) ninety (90) days, for a total of one hundred twenty (120) days after receipt of the notice of default in the event of any non-monetary default, provided that such 120-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Leased Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for the Tenant and perform the duties of Tenant hereunder for purposes of curing such defaults. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises to complete such performance with all the rights, privileges and obligations of the original tenant hereunder. Landlord shall not take any action to terminate this Lease at law or in equity prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. For purposes of this Section, A "monetary default" means failure to pay when due any Rent, real property taxes, insurance premiums or other monetary obligation of Tenant under this Lease. Any other event of default is a "non-monetary default."

D. Notwithstanding any provision of this Lease to the contrary, neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as all material

obligations of Tenant under the terms of this Lease are performed by the Leasehold Mortgagee in accordance with the terms of this Lease.

## **SECTION 25 SUBORDINATION AND ESTOPPELS**

A. This Lease is subject and subordinate to any mortgages, deeds of trust, or other security interests which may now or hereafter be placed upon or affect the Leased Premises (individually referred to as a "Mortgage"), and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, as to any such future mortgages or deeds of trust, such subordination shall be subject to the requirement that the mortgagee shall not disturb the Tenant's rights under this Lease so long as Tenant complies with the terms of this Lease. In furtherance of such subordination, Tenant shall execute any document that Landlord or Landlord's lender, if any, may reasonably request. Landlord shall obtain from all current mortgagees, subordination and non-disturbance agreements reasonably acceptable to Landlord, Tenant, and lender, consenting to this Lease and agreeing to recognize and accept Tenant so long as Tenant is not in default hereunder, and Tenant agrees to execute such agreements for the purpose of subordinating this Lease to the Mortgage.

B. In the event of the sale or assignment of Landlord's interest in the Leased Premises, Tenant shall attorn to and recognize such purchaser or assignee as Landlord under this Lease. In furtherance of such attornment, Tenant shall execute any document that Landlord or such purchaser or assignee may reasonably request.

C. Tenant shall, upon not less than ten (10) days prior request by Landlord or any first mortgagee of Landlord, execute, acknowledge and deliver to Landlord or such mortgagee, as the case may be, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that Landlord is not in default and has fully performed its obligations hereunder (or if Landlord is in default, specifying the default(s)); and the dates to which the Rent and any other charges have been paid in advance.

## **SECTION 26 NOTICES**

Any required notices under this Lease shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by certified or registered mail, postage prepaid return receipt requested (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the



recipient set forth on the signature page of this Lease, or to such other office or recipient as designated in writing from time to time.

## **SECTION 27 MISCELLANEOUS**

A. *Binding Effect.* The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, executors, administrators, successors and assigns of the parties to this Lease.

B. *Time.* Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.

C. *Construction.* This Lease shall be construed and interpreted in accordance with the laws of the State of Iowa. The parties hereto each acknowledge and agree that they and, if they so choose, their attorneys have reviewed and revised this Lease and that the normal rule of construction that any ambiguities are to be resolved and construed against the drafting party shall not be employed in the interpretation of this Lease. Descriptive headings used herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Lease.

D. *Entire Agreement.* This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this agreement.

E. *Modifications.* Any modification of this Lease shall be binding only if evidenced in a writing signed by the party against whom enforcement of the modification is sought.

F. *Memorandum.* Landlord agrees to execute a Memorandum of Lease in a form reasonably acceptable to Landlord and Tenant that Tenant may record in the Johnson County Recorder's Office.

G. *Counterparts.* This Lease may be executed in any number of counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. Each counterpart shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the date first above written.

**LANDLORD:**

THE CITY OF NORTH LIBERTY, IOWA

---

Name: Terry L. Donahue  
Title: Mayor

---

Name: Tracey Mulcahey  
Title: City Clerk

**Landlord's Address:**

City Administrator  
3 Quail Creek Circle  
North Liberty, Iowa 52317

**TENANT:**

SOUTH SLOPE COOPERATIVE TELEPHONE  
COMPANY

---

Name: Chuck Deisbeck  
Title: CEO

**Tenant's Address:**

980 N. Front Street  
North Liberty, IA 52317  
Attn: CEO

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_, 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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chuck Deisbeck, to me personally known, who, being by me duly sworn, did say that he is the CEO of South Slope Cooperative Telephone Company, an Iowa cooperative, and that the instrument was signed on behalf of the cooperative by the authority of its board of directors, and that Chuck Deisbeck acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the cooperative, by it and by him voluntarily executed.

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

**EXHIBIT A**

**SITE PLAN**

(attach)



**EXHIBIT B**

**ACCESS AND UTILITY EASEMENT**

(attach)

**Resolution No. 2020-86**

**A RESOLUTION APPROVING THE GROUND LEASE AGREEMENT BETWEEN SOUTH SLOPE COOPERATIVE TELEPHONE COMPANY, INC. AND THE CITY OF NORTH LIBERTY**

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

**WHEREAS**, South Slope requested the ability to lease City owned property for a twenty-five (25) year lease;

**WHEREAS**, a public hearing was held on October 27, 2020 regarding proposed lease and no objections were filed; and

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

**NOW, THEREFORE, BE IT RESOLVED** that that the attached agreement between the City of North Liberty and South Slope Cooperative Telephone Company, Inc. is approved.

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

**APPROVED AND ADOPTED** this 27th day of October, 2020.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

ATTEST:

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

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



# **Traffic Stop Memorandum of Agreement**

**MEMORANDUM OF AGREEMENT**  
**RE: NLPD TRAFFIC STOP DATA (2021 & 2022)**

This Memorandum of Agreement is entered into by and between the City of North Liberty, an Iowa municipal corporation (the “City”), and CR Research Group LC, (“CR Research”), an Iowa Limited Liability Company located at 1957 Washington Ave SE, Cedar Rapids, Iowa, 52403.

**I. RECITALS**

WHEREAS, the City collects data concerning traffic stops initiated by its police department; and

WHEREAS, the City desires that traffic stop data be analyzed to the extent that such statistical analysis is possible; and

WHEREAS, CR Research employee Christopher Barnum, has a professional interest in the area of racial disparity in police traffic stops and wishes to review the NLPD traffic stop data; and

WHEREAS, the City and CR Research desire to set forth terms of such an arrangement in writing.

**II. TERMS**

1. CR Research will review the un-analyzed City traffic stop data as provided by the City for 2021 and 2022. The review will include: (a) a comparison of police stop percentages to an observational and U.S. census baseline; (b) an analysis of post-stop outcomes (e. g., using logistic regression to look for and identify disproportionality in tickets, arrests, and searches; (c) an analysis of individual officers using odds ratios; (d) an analyses of individual officers traffic stop disproportionality.

2. The CR Research team will be led by Christopher Barnum, Ph.D. CR Research will present the written findings of the review and analysis and any recommendations to the City. CR Research will present the analysis on one occasion in an oral presentation at a time and location agreed upon by the City and CR Research.

3. The City shall release all relevant data to CR Research, and the City acknowledges and agrees that such data may be published, commented on, discussed and utilized in presentations at academic conferences, publication in research journals, and other scholarly outlets. CR Research acknowledges that all documents within the possession and control of the City are subject to Iowa Code Chapter 22, the Iowa Open Records Act, Iowa.

4. The City will pay CR Research \$20,000 to conduct this analysis. The City will make a payment of \$10,000 to CR Research Group LC on or before April 1<sup>st</sup>, 2021 and a payment of \$10,000 to CR Research Group LC on or before April 1<sup>st</sup>, 2022.



5. Each party shall indemnify and hold the other, its assignees, agents, officers and employees harmless from and against any damages to real or tangible personal property and/or bodily injury to persons, including death, to the extent such damages result from its or its employees' or agents' gross negligence or willful misconduct.

6. CR Research agrees not to discriminate because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age in its employment or public accommodation in its awarding of or hiring of employees. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

7. The City may terminate this agreement upon thirty (30) days' written notice to CR Research. Any such termination shall be prospectively. CR Research shall reimburse any prepaid funds, as set forth in Paragraph 4 above, to the City within ten (10) days of such termination, on a pro rata basis. The written 30-day notice shall be served by registered mail, return receipt requested upon:

CR Research, LC  
Christopher Barnum,  
1957 Washington Ave SE  
Cedar Rapids, Iowa 52403

8. CR Research may terminate this agreement upon one thirty (30) days' written notice to the City. If this agreement is terminated by CR Research, CR research shall refund to the City any prepaid funds on a pro rata basis within ten (10) days of such termination. The written 30-day notice shall be served by registered mail, return receipt requested upon:

Chief of Police  
North Liberty Police Department  
340 N. Main St. PO Box 77  
North Liberty, Iowa, 52317

9. CR Research shall not be liable for failure to perform any portion of this agreement if such failure is as a result of Acts of God, or any circumstance not within the reasonable control of CR Research when such circumstance materially and adversely affects the ability of CR Research to perform its obligations, or when CR Research has taken reasonable due care to perform its obligations. The following non-exclusive events or circumstances shall be deemed to invoke this clause's applicability: fire, explosion, extreme weather or environmental conditions, unanticipated geological conditions, epidemics, pandemics, or other natural calamities, explosions,

accidents, breakage of equipment, fire, acts of war or terrorists, riot, public disorder, strikes, work stoppage, serious illness or death, labor dispute other similar events shall also be included even if not listed or itemized here.

10. CR Research shall not assign this Memorandum of Agreement without the written consent of the City.

11. Upon signing this agreement, CR Research acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City. CR Research has no knowledge of any employee or officer of the City, which includes members of the City Council and City boards and commissions, having an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.

12. This Memorandum of Agreement is governed by the laws of the State of Iowa. This agreement sets forth the entire understanding and agreement of the parties on the issues addressed, and it supersedes any other correspondence the parties have had, oral or written.

13. It is understood and agreed that CR Research is providing services to the City as an independent contractor, and not as an employee, but CR Research shall have the right to employ such assistance as may be required for the performance of the services.

14. Each person signing this agreement acknowledges that he or she has full legal authority to fully bind the party on whose behalf he or she is signing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF NORTH LIBERTY, IOWA

By: \_\_\_\_\_  
City Administrator

CR Research Group LC

By: *Chris Barnum* \_\_\_\_\_  
 Verified by PDFFiller  
10/14/2020

**Resolution No. 2020-87**

**A RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN CR RESEARCH GROUP LC AND THE CITY OF NORTH LIBERTY**

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

**WHEREAS**, the City is seeking data analysis of traffic stops;

**WHEREAS**, CR Research Group LC submitted interest in analyzing said data; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding concerning the data analysis arrangement.

**NOW, THEREFORE, BE IT RESOLVED** that that the attached agreement between the City of North Liberty and CR Research Group LC is approved.

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

**APPROVED AND ADOPTED** this 27th day of October, 2020.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



# **Street Name Amendment**



**Resolution No. 2020-88**

**RESOLUTION AUTHORIZING AND APPROVING THE CHANGE OF THE STREET NAME OF OGDEN DRIVE AND OGDEN COURT TO OGDEN LANE IN GREENBELT TRAIL – PART ONE IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA**

**WHEREAS**, the final plat of Greenbelt Trail – Part One in the City of North Liberty, Johnson County, Iowa, was approved by the North Liberty City Council by Resolution No. 2020-82 adopted on October 13, 2020, and was filed in the plat records of the Johnson County Recorder in Plat Book 64, Page 123, and

**WHEREAS**, the final plat of Greenbelt Trail – Part One, includes a street named Ogden Drive and Ogden Court, and

**WHEREAS**, City staff has recommended the amendment of this street name to Ogden Lane

**NOW, THEREFORE, BE IT RESOLVED** by the North Liberty City Council that the street formerly known as Ogden Drive and Ogden Court in Greenbelt Trail – Part One is hereby renamed Ogden Lane

**BE IT FURTHER RESOLVED** that the clerk is hereby authorized and directed to send a copy of this Resolution to the Johnson County Recorder for recording.

**APPROVED AND ADOPTED** this 27th day of October, 2020.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

ATTEST:

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

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





# **Purchasing Policy**



# Purchasing Policy

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



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## **SECTION I PURCHASING POLICY**

### **General Policy**

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

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

### **General Practices**

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

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

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

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

**City Clerk**

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

**City Administrator**

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

**City Council**

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

## **SECTION II TYPES OF PURCHASES**

### **General**

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

### **Routine Purchases**

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

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

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

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

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

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

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

### **Emergency Purchases**

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

## **On-Going Purchases**

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

### List of On-Going Purchases and Expenses

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

## **Purchase/Procurement Card Purchases**

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

Authorized purchases using a City issued card include:

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



- Other uses specifically approved.

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

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

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

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

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

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

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

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

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

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

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

### **General**

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

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

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

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

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

### **Survey of Vendors**

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

- Price quotes.
- Availability.
- Delivery time.

### **Information on Requisition**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION IV RECEIVING**

### **General**

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

### **Procedure**

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

### **Partial Deliveries**

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

### **Rejections**

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

### **Possible Charge to Employees**

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



## SECTION V

### UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

#### Purpose

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

#### Definitions

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

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

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

### **Conflict of Interest**

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

### **Acceptable Methods of Procurement**

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

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

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

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

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

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



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

## 2. Equipment

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

## **Financial Management Requirements**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **Contracts**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing

wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

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



**APPENDIX I  
CARDHOLDER USER AGREEMENT**

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

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

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

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

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

\_\_\_\_\_  
Date

**Resolution No. 2020-89**

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

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

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

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

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

**APPROVED AND ADOPTED** this 27th day of October, 2020.

CITY OF NORTH LIBERTY:

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



# **Settlement Agreement**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is entered into by and between D.W. Stoakes Properties, LLC, (hereinafter referred to as "Stoakes," which expression shall include, its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Stoakes and the City are collectively referred to as "the Parties."

### I. RECITALS

A. The City constructed a new police station at 340 Main Street, adjacent to the property owned by Stoakes at 10 W. Cherry Street (the "Property").

B. The City's zoning code provides that screening is required between nonresidential uses and adjoining residential districts or residential uses.

C. The Stoakes Property is zoned for commercial use, but includes at least one residential tenant.

D. The City has installed a fence along the property line of the police station adjacent to the Stoakes Property.

E. The Parties disagree concerning the amount of screening required between the properties.

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

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

### II. TERMS

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

2. **Consideration.** Upon execution of this Settlement Agreement by all Parties and upon approval of the Settlement Agreement by the City's council, the City shall pay Stoakes the sum of One Thousand Dollars (\$1,000.00).

3. **Release.** In exchange for the full payment of the consideration set forth in paragraph 2 above, Stoakes shall irrevocably and unconditionally release and forever discharge the City, and its representatives, attorneys, insurers, agents, successors, administrators and assigns, individually and collectively, from any and all actions or claims of any nature whatsoever related to matters set forth in Section I. above, in law or in equity, which Stoakes ever had, now has or may have against the City arising from the subject matter set forth in Section I. above.

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

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

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

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

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

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

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

11. **Careful Review and Understanding.** All Parties represent and certify they have carefully read and fully understand all of the provisions and effects of this Settlement Agreement, that they have had the opportunity to thoroughly discuss all aspects of this Settlement Agreement with an attorney, that they are voluntarily entering into this Settlement Agreement, and that neither the opposing party nor any agents, representatives, or attorneys made any representations concerning the terms or effects of this Settlement Agreement other than those contained herein.

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

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

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

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



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

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

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

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

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


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

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

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

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

**STOAKES PROPERTIES LLC**

By:   
David Stoakes, Manager

Date of Signature: 9/29/2020

**THE CITY OF NORTH LIBERTY, IOWA**

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

Date of Signature: \_\_\_\_\_

**Resolution No. 2020-90**

**A RESOLUTION APPROVING THE SETTLEMENT AGREEMENT AND RELEASE AND BETWEEN D.W. STOAKES PROPERTIES, LLC AND THE CITY OF NORTH LIBERTY**

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

**WHEREAS**, the City constructed a new police station at 340 Main Street adjacent to property owned by D.W. Stoakes Properties, LLC;

**WHEREAS**, the parties could not agree on the appropriate amount of screening between the two properties, but agreed to a settlement; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding concerning the arrangement.

**NOW, THEREFORE, BE IT RESOLVED** that that the attached agreement between the City of North Liberty and D.W. Stoakes Properties, LLC is approved.

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

**APPROVED AND ADOPTED** this 27th day of October, 2020.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

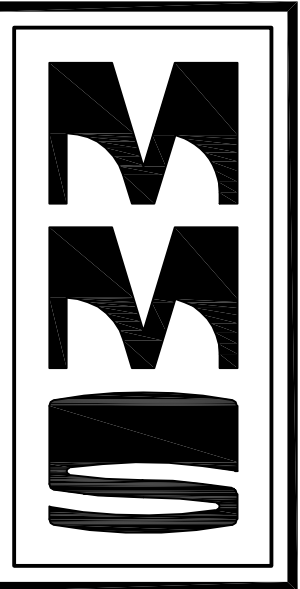
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TRACEY MULCAHEY, CITY CLERK



# **Parking Control Devices**





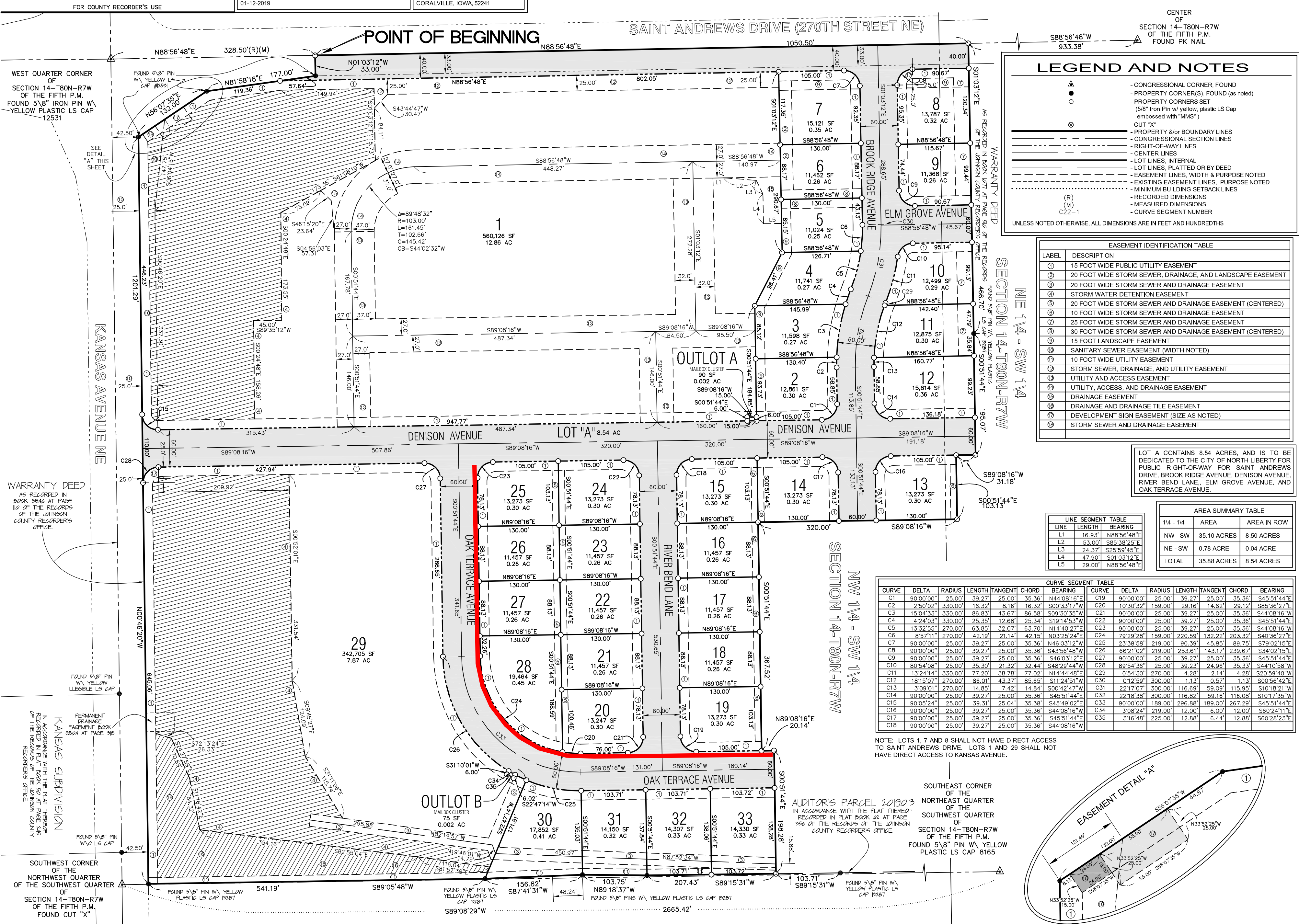
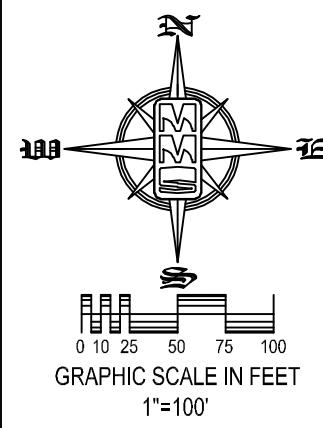
CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

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

www.mmsconsultants.net

# FINAL PLAT THE PRESERVE, PART ONE TO NORTH LIBERTY, JOHNSON COUNTY, IOWA (SHEET 1 OF 2)

<b>LOCATION:</b> A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	<b>SUBDIVIDER:</b> WATTS GROUP DEVELOPMENT INC 425 E OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
<b>LAND SURVEYOR:</b> JAMES E. LICHTY P.L.S MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	<b>PROPRIETOR:</b> WATTS GROUP DEVELOPMENT INC 425 E OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
<b>DATE OF SURVEY:</b> 01-12-2019	<b>DOCUMENT RETURN INFORMATION:</b> ATTORNEY:  SUBDIVIDER'S ATTORNEY: MICHAEL J. PUGH 425 E. OAKDALE BLVD, SUITE 201 CORALVILLE, IOWA, 52241



### LEGEND AND NOTES

- ▲ CONGRESSIONAL CORNER, FOUND
- PROPERTY CORNER(S), FOUND (as noted)
- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
- ✂ CUT "X"
- 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
- MINIMUM BUILDING SETBACK LINES
- RECORDED DIMENSIONS
- MEASURED DIMENSIONS
- CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

### EASEMENT IDENTIFICATION TABLE

LABEL	DESCRIPTION
①	15 FOOT WIDE PUBLIC UTILITY EASEMENT
②	20 FOOT WIDE STORM SEWER, DRAINAGE, AND LANDSCAPE EASEMENT
③	20 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
④	STORM WATER DETENTION EASEMENT
⑤	20 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT (CENTERED)
⑥	10 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
⑦	25 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
⑧	30 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT (CENTERED)
⑨	15 FOOT LANDSCAPE EASEMENT
⑩	SANITARY SEWER EASEMENT (WIDTH NOTED)
⑪	10 FOOT WIDE UTILITY EASEMENT
⑫	STORM SEWER, DRAINAGE, AND UTILITY EASEMENT
⑬	UTILITY AND ACCESS EASEMENT
⑭	UTILITY, ACCESS, AND DRAINAGE EASEMENT
⑮	DRAINAGE EASEMENT
⑯	DRAINAGE AND DRAINAGE TILE EASEMENT
⑰	DEVELOPMENT SIGN EASEMENT (SIZE AS NOTED)
⑱	STORM SEWER AND DRAINAGE EASEMENT

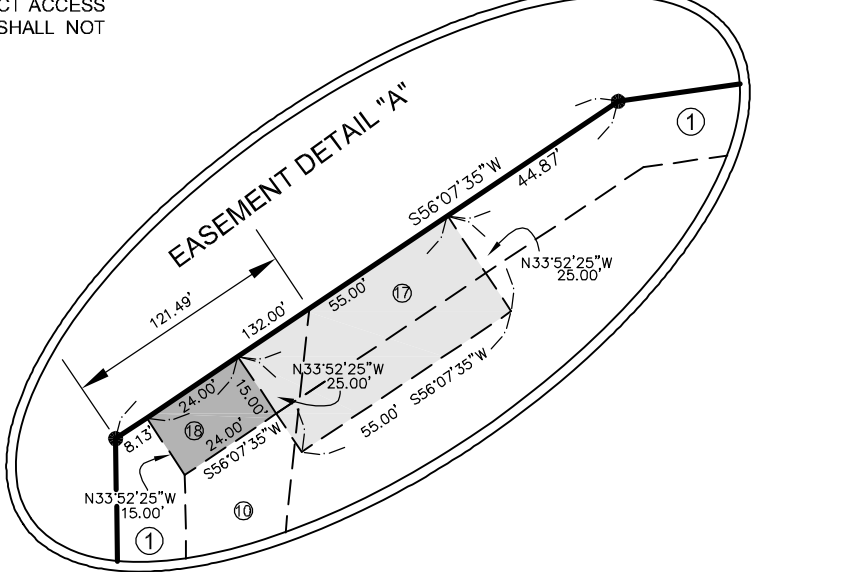
### AREA SUMMARY TABLE

1/4 - 1/4	AREA	AREA IN ROW
NW - SW	35.10 ACRES	8.50 ACRES
NE - SW	0.78 ACRE	0.04 ACRE
TOTAL	35.88 ACRES	8.54 ACRES

### CURVE SEGMENT TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	90°00'00"	25.00'	39.27'	25.00'	35.36'	N44°08'16"E
C2	2°50'02"	330.00'	16.32'	8.16'	16.32'	S00°33'17"W
C3	15°04'33"	330.00'	86.83'	43.67'	86.58'	S09°30'36"W
C4	4°24'03"	330.00'	25.35'	12.68'	25.34'	S19°14'53"W
C5	13°32'55"	270.00'	63.85'	32.07'	63.70'	N14°40'27"E
C6	8°57'11"	270.00'	42.19'	21.14'	42.15'	N03°25'24"E
C7	90°00'00"	25.00'	39.27'	25.00'	35.36'	N46°03'17"W
C8	90°00'00"	25.00'	39.27'	25.00'	35.36'	S43°58'48"W
C9	90°00'00"	25.00'	39.27'	25.00'	35.36'	S46°03'12"E
C10	80°54'08"	25.00'	35.30'	21.32'	32.44'	S48°29'44"W
C11	13°24'14"	330.00'	77.20'	38.78'	77.02'	N14°44'48"E
C12	18°15'07"	270.00'	86.01'	43.37'	85.65'	S11°24'51"W
C13	3°09'01"	270.00'	14.85'	7.42'	14.84'	S00°42'47"W
C14	90°00'00"	25.00'	39.27'	25.00'	35.36'	S45°51'44"E
C15	90°05'24"	25.00'	39.31'	25.04'	35.38'	S45°49'02"E
C16	90°00'00"	25.00'	39.27'	25.00'	35.36'	S44°08'16"W
C17	90°00'00"	25.00'	39.27'	25.00'	35.36'	S45°51'44"E
C18	90°00'00"	25.00'	39.27'	25.00'	35.36'	S44°08'16"W
C19	90°00'00"	25.00'	39.27'	25.00'	35.36'	N44°08'16"E
C20	10°30'32"	159.00'	29.16'	14.62'	29.12'	S85°36'27"E
C21	90°00'00"	25.00'	39.27'	25.00'	35.36'	S44°08'16"W
C22	90°00'00"	25.00'	39.27'	25.00'	35.36'	S45°51'44"E
C23	90°00'00"	25.00'	39.27'	25.00'	35.36'	S44°08'16"W
C24	79°29'28"	159.00'	220.59'	132.22'	203.32'	S40°36'27"E
C25	23°38'58"	219.00'	80.39'	45.85'	89.75'	S79°02'15"E
C26	68°21'02"	219.00'	253.61'	143.17'	239.67'	S34°02'15"E
C27	90°00'00"	25.00'	39.27'	25.00'	35.36'	S45°51'44"E
C28	89°54'36"	25.00'	39.23'	24.96'	35.33'	S44°10'58"W
C29	0°54'30"	270.00'	4.28'	2.14'	4.28'	S20°59'40"W
C30	0°12'59"	300.00'	1.13'	0.57'	1.13'	S00°56'42"E
C31	22°17'07"	300.00'	116.69'	59.09'	115.95'	S10°18'21"W
C32	22°18'38"	300.00'	116.82'	59.16'	116.08'	S10°17'35"W
C33	90°00'00"	189.00'	296.88'	189.00'	267.29'	S45°51'44"E
C34	3°08'24"	219.00'	12.00'	6.00'	12.00'	S60°24'11"E
C35	3°16'48"	225.00'	12.88'	6.44'	12.88'	S60°28'23"E

NOTE: LOTS 1, 7 AND 8 SHALL NOT HAVE DIRECT ACCESS TO SAINT ANDREWS DRIVE. LOTS 1 AND 29 SHALL NOT HAVE DIRECT ACCESS TO KANSAS AVENUE.



Date	Revision
5-17-2019	PER JEL REVIEW - RLW
7-12-2019	ADDED EASEMENTS PER DAM - RLW
8-14-2019	ADDED OUTLOTS PER DAM - NPB
08-23-19	REVISED PER CITY REVIEW - JDM

## FINAL PLAT

## THE PRESERVE PART ONE

NORTH LIBERTY  
JOHNSON COUNTY  
IOWA  
MMS CONSULTANTS, INC.

Date: 05-14-2019

Designed by: RLA	Field Book No: 1202
Drawn by: RLW	Scale: 1"=100'
Checked by: JEL	Sheet No: 1
Project No: IOWA CITY 1331-569	of: 2



<b><u>Street</u></b>	<b><u>Side of Street Parking is Prohibited</u></b>	<b><u>Times</u></b>
236th Street	North side from Progress Street to the west 140 feet	at all times
236th Street	South side between Progress Street and North Jones Boulevard	at all times
238th Street	Both sides between Progress Street and North Jones Boulevard	at all times
240th Street	Both sides	at all times
Alexander Way	Both sides	at all times
Ashley Court	South side from the intersection with Highway 965 to the eastern end, at the railroad property	at all times
Birch Street.	From Front Street west approximately 320 feet to the first Stewart Street intersection	at all times
Brook Ridge Avenue	West side	at all times
Cherry Street	Both sides from the CRANDIC railroad crossing west to the intersection of Highway 965	at all times
Cherry Street	South side from Highway 965 to its westerly termination	at all times
Commercial Drive	Both sides	at all times
Community Drive	Both sides	at all times
Cook Circle	West side	at all times
Denison Ave	North side	at all times
Devmont Court	South side	at all times
Dickinson Drive	North side from Dubuque Street east to the intersection with Whitman Avenue	at all times
Dubuque Street	Both sides from a point one hundred feet south of the intersection with Cherry Street south to the city limits	at all times
Dubuque Street	Both sides from Main Street north to the city limits	at all times
East Hickory Street	North side between posted signs	at all times
East Hickory Street	South side where posted at the inside corner approximately two hundred feet east of Front Street	
East Jefferson Street	South side	at all times
Elm Grove Avenue	North side	at all times
Elm Ridge Court	Adjacent to properties with odd-numbered addresses (south side)	at all times
Elm Ridge Drive	Side adjacent to the properties with even-numbered addresses.	at all times
Emily Street	East side	at all times
Front Street	Both sides from Dubuque Street north to the city limits	at all times
Front Street	Both sides from Zeller Street south to the city limits	at all times
Front Street	East side between Cherry Street south to Zeller Street on even-numbered days	6:00 a.m. to 6:00 p.m.
Front Street	West side between Cherry Street south to Zeller Street on odd-numbered days	6:00 a.m. to 6:00 p.m.
Hackberry Street	North side	at all times
Hawkeye Drive	Both sides	at all times
Hawkeye Drive	Both sides between Highway 965 and Spartan Drive	at all times
Hawthorne Place	Side adjacent to the properties with odd-numbered addresses	at all times
Heritage Place	North side of the street on even-numbered days	6:00 a.m. to 6:00 p.m.
Heritage Place	South side of the street on odd-numbered days	6:00 a.m. to 6:00 p.m.
Herky Street	Both sides from its intersection with Penn Street south a distance of nine hundred and ten feet	at all times
Highway 965	Both sides	at all times
Jessie Street	West side and anywhere on the two extensions on the east side and west side of Jessie Street	at all times
Jones Boulevard	Both sides	at all times
Juniper Court	Both sides from Hackberry Street to Juniper Street	at all times
Juniper Street	North side from the intersection with Dubuque Street for 228 feet to the west	at all times
Juniper Street	South side	at all times
Kansas Avenue	Both sides	at all times
Liberty Way	Both sides	at all times
Lincoln Drive	South side from Cameron Way to the west termination	at all times
Lining Lane	Both sides	at all times
Lions Drive	Both sides	at all times
Main Street	West side	at all times

Maple Street	Adjacent to properties with even-numbered addresses	at all times
Mark Twain Court	East side abutting Lots 14 and 16 on even-numbered days	6:00 a.m. to 6:00 p.m.
Mark Twain Court	South and west side abutting Lots 13 through 19 on odd-numbered days	6:00 a.m. to 6:00 p.m.
North Stewart Street	East side from the intersection of Penn Street to a point three hundred feet south	at all times
<b>Oak Terrace Avenue</b>	<b>East and north sides (street curves)</b>	<b>at all times</b>
Park View Court	West side from the intersection of Zeller Street to a point five hundred feet south	at all times
Penn Court	Both sides on both the North and West parts of the street	at all times
Penn Street	Both sides	at all times
Pheasant Lane	North side from Scales Bend Road to Timber Wolf Drive through the duration of the Highway 965 Project	at all times
Pheasant Lane	South side from Scales Bend Road to Highway 965	at all times
Prairie Ridge Road	North and east sides between Sugar Creek Lane and Zeller Street	at all times
Prairie Ridge Road	South side of Prairie Ridge Road from a point one hundred eighty-five feet west of the intersection with Sugar Creek Lane east to the intersection with Sugar Creek Lane	at all times
Progress Street	Both sides	at all times
Rachael Street	West side from the intersection of Blue Sky Drive to the south to the end of the street	at all times
River Bend Lane	West side	at all times
Stoner Court	Both sides	at all times
Sugar Creek Lane	Both sides from Zeller Street south to the intersection with Fairview Lane, except that parking is permitted on the east side of Sugar Creek Lane from Westwood Drive to Fairview Lane	at all times
Vandello Circle	North side around the entire curve to the south	at all times
Vandello Drive	Both sides between Front Street and Cook Circle	at all times
Vandello Drive	North side between Cook Circle and Sadler Drive	at all times
Vandello Drive	Both sides 60 feet from its intersection with Sadler Drive	at all times
Westwood Drive	Both sides	at all times
Zeller Street	North side of the street on even-numbered days	6:00 a.m. to 6:00 p.m.
Zeller Street	South side of the street on odd-numbered days	6:00 a.m. to 6:00 p.m.

**APPROVED AND ADOPTED** this 27th day of October, 2020.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



# **Speed Limits**

**Resolution No. 2020-92**

**RESOLUTION APPROVING SPECIAL SPEED  
LIMITS IN THE CITY OF NORTH LIBERTY, IOWA**

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

**WHEREAS**, Section 63.04 of the North Liberty Code of Ordinances authorizes the City Council to determine and adopt by resolution speed limits on its streets as it deems reasonable and safe in accordance with Chapter 63 of the City's Code;

**WHEREAS**, such determinations and adoptions by the City Council shall be based on engineering, traffic investigations, and other conditions at any particular location; and

**WHEREAS**, the City Council has previously established speed limits throughout the City and has now reviewed the same.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of North Liberty,  
Iowa,



### All Posted Speed Limits in the City of North Liberty above or below 25 MPH

Prefix	Road	General Location	School Zones	Regular Time	Early Out	Description	USNG Coord #1 Centerline	USNG Coord #2 Centerline
	240th St	E of Alexander Way to N Highway 965/Ranshaw Way				35 Mph	15TXG1568824041	15TXG1415524010
	Alexander Way	W Penn St to 240th St				35 Mph	15TXG1407724005	15TXG1406123209
	Birch Ct	Approaching S Front St	Buford Garner	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1663122037	15TXG1658422042
	Birch St	Approaching S Front St	Buford Garner	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1634422050	15TXG1657522042
	Brook Ridge Ave	Approaching St Andrews Dr from South	Clear Creek Elementary	7:30 am - 8:45 am 3:20 pm - 4:30 pm	7:30 am - 8:45 am 12:35 pm - 1:45 pm	20 Mph	15TXG1372321527	15TXG1372521567
	Centro Way		Christine Grant	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1619923602	15TXG1654423726
N	Dubuque St	N Highway 965/Ranshaw Way to N of Centro Way				45 Mph	15TXG1604423539	15TXG1576023849
N	Dubuque St	Adjacent to Penn Elementary	Penn Elementary	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1693722495	15TXG1658122865
S	Dubuque St	W of Dahnovan Estates				35 Mph	15TXG1752021843	15TXG1804621262
S	Dubuque St	Unincorp section at Grace Community Church				35 Mph	15TXG1804621262	15TXG1844521183
S	Dubuque St	W of North Liberty Rd & Fronting Liberty High	Liberty High			35 Mph	15TXG1835421183	15TXG1883121184
W	Forevergreen Rd	W Corp Limit to Covered Bridge Rd				45 Mph	15TXG1254219952	15TXG1416919954
W	Forevergreen Rd	Covered Bridge Rd to S Highway 965/Ranshaw Way				35 Mph	15TXG1416919954	15TXG1578919965
S	Front St	E/W Zeller St to S Forevergreen Rd				30 Mph	15TXG1659819974	15TXG1657522385
S	Front St	Fronting North Central Junior High	North Central	8:10 am - 9:20 am 3:20 pm - 4:30 pm	8:10 am - 9:20 am 2:20 pm - 3:30 pm	20 Mph	15TXG1659819974	15TXG1659620268
S	Front St	Fronting Van Allen Elementary	Van Allen	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 1:15 pm 2:25 pm	20 Mph	15TXG1659620268	15TXG1659620662
S	Front St	E Zeller St to S of Hackberry St	Buford Garner	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1658321856	15TXG1657522385
N	Front St	N of E/W Jefferson St to Centro Way	Christine Grant	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1655823597	15TXG1654423726
N	Front St	N of Centro Way	Christine Grant	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1654423726	15TXG1655923838
N	Front St	E & W of Cedar Springs Dr				35 Mph	15TXG1665023943	15TXG1678823993
N	Front St	E of Cedar Springs Dr (shared with LC)				45 Mph	15TXG1678823993	15TXG1715024002
	Hackberry	Approaching S Front St	Buford Garner	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1665421940	15TXG1658621940
	Hickory St	Approaching S Front St	Buford Garner	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1662422280	15TXG1658022278
N	Highway 965/Ranshaw Way	N Corp Limits to N of Scales Bend Rd				45 Mph	15TXG1466225224	15TXG1534224307
N&S	Highway 965/Ranshaw Way	N of Scales Bend Rd to S of Ashley Ct				35 Mph	15TXG1534224307	15TXG1579720391
S	Highway 965/Ranshaw Way	S of Ashley Ct to S Corp Limits				45 Mph	15TXG1579720391	15TXG1579619966
N&S	Jones Blvd	W Penn St to W Forevergreen Rd				35 Mph	15TXG1495123192	15TXG1498119975
S	Kansas Ave	Fronting North Bend Elementary	Clear Creek Elementary	7:30 am - 8:45 am 3:20 pm - 4:30 pm	7:30 am - 8:45 am 12:35 pm - 1:45 pm	20 Mph	15TXG1331421756	15TXG1334021567
N&S	Kansas Ave	S of West Lake Rd to S of Denison Ave				35 Mph	15TXG1342322692	15TXG1334321355
S	Kansas Ave	Approaching St Andrews Dr from South	Clear Creek Elementary	7:30 am - 8:45 am 3:20 pm - 4:30 pm	7:30 am - 8:45 am 12:35 pm - 1:45 pm	20 Mph	15TXG1334321420	15TXG1334021567
S	Kansas Ave	S of Denison Ave to W Forevergreen Rd				45 Mph	15TXG1334321355	15TXG1336019957
	North Liberty Rd	E of Arlington Ride Subdivision to N of Dahnovan Dr				45 Mph	15TXG1844721953	15TXG1772823207
	North Liberty Rd	E of N Juniper St to E of Arlington Ridge Subdivision				35 Mph	15TXG1772823207	15TXG1739623205
	North Liberty Rd	S Dubuque St to N of Dahnovan Dr				35 Mph	15TXG1760021753	15TXG1844721953
	North Liberty Rd	S Dubuque St to S Corp Limit				35 Mph	15TXG1844521183	15TXG1844621106
W	Penn St	N Kansas Ave to Country Ln				45 Mph	15TXG1454623200	15TXG1331123188
W	Penn St	Country Ln to N Highway 965/Ranshaw Way				35 Mph	15TXG1454623200	15TXG1575323201
W	Penn St	W Corp Limit to N Kansas Ave, EB only				45 Mph	15TXG1211123184	15TXG1249023185
	Scales Bend Rd	N Corp Limit to N Highway 965/Ranshaw Way				40 Mph	15TXG1574524198	15TXG1575425132
	St. Andrews Dr	Fronting North Bend Elementary	Clear Creek Elementary	7:30 am - 8:45 am 3:20 pm - 4:30 pm	7:30 am - 8:45 am 12:35 pm - 1:45 pm	20 Mph	15TXG1334021567	15TXG1378521574
	St. Andrews Dr	S Kansas Ave to S Jones Blvd				35 Mph	15TXG1334621568	15TXG1496721536
S	Stewart St	Approaching Birch St near S Front St	Buford Garner	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1646222009	15TXG1646322045
	Vandello Dr	Approaching S Front St	Van Allen	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1654620323	15TXG1659320324
	Windsor Rd	Approaching St Front	Van Allen	7:15 am - 8:25 am 2:15 pm to 3:25 pm	7:15 am - 8:25 am 2:15 pm to 3:25 pm	20 Mph	15TXG1664520620	15TXG1660020620

**APPROVED AND ADOPTED** this 27th day of October 27, 2020.

CITY OF NORTH LIBERTY:

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TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

FINAL



**Date:** October 13, 2020

**To:** Kevin Trom; Shive-Hattery  
Ryan Rusnak; City of North Liberty

**From:** Emily Bothell; Sr. Associate Transportation Planner  
Alex Koberoski; Transportation Planning Intern

**Re:** West Forevergreen Road Speed Study

This memorandum documents a speed study for Forevergreen Road as requested by the City of North Liberty in early 2020. The purpose of this analysis is to evaluate the appropriateness of the posted speed limit on Forevergreen Road.

### **Background**

The study area includes the section of Forevergreen Road between Ranshaw Way and Jasper Avenue NW, which is approximately 2 miles in length. Forevergreen Road is a newly reconstructed (fully complete from Jasper Avenue NW to Ranshaw Way in November 2019) arterial street with a center left-turn lane that directly connects to I-380. The posted speed limit is 35-mph, as shown in **Figure 1**.

**Figure 1:** Study Area



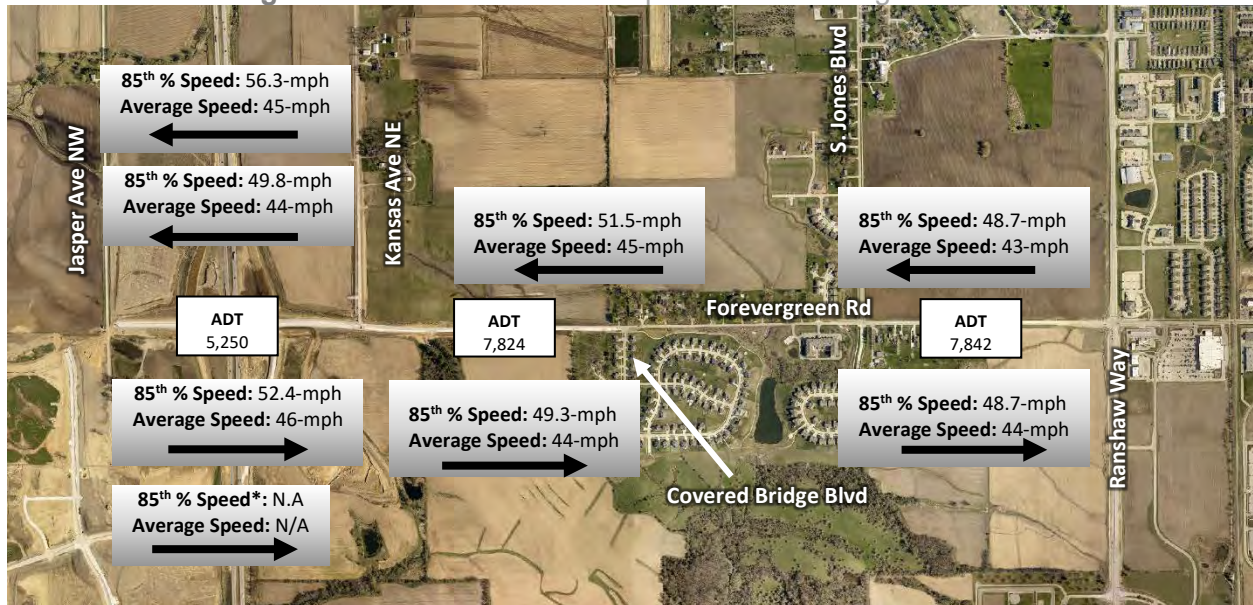
### **ADT and 85<sup>th</sup>-Percentile Speeds**

Average daily traffic (ADT) counts and 85<sup>th</sup>-percentile speeds were recorded at three locations on Forevergreen Road between September 16<sup>th</sup> and September 18<sup>th</sup>, 2020<sup>1</sup> as shown in **Figure 2**. At the location between Jasper Avenue NW and Kansas Avenue NE, ADT was the lowest at 5,250 vehicles per day (data was collected at each of the four lanes on the I-380 overpass). At the location between Kansas Avenue NE and Covered Bridge Boulevard ADT was recorded at 7,824

<sup>1</sup> ADT and 85<sup>th</sup>-Percentile Speeds were collected during the COVID-19 pandemic. As such, the recorded travel patterns and associated speeds may not be typical.

vehicles per day and 7,842 vehicles per day at the location between Jones Boulevard and Ranshaw Way.

**Figure 2: Recorded ADT and Speeds on Forevergreen Road**



\*Counter produced an inaccurate 85<sup>th</sup>-percentile speed that is not included in this study.

The 85<sup>th</sup>-percentile speeds on Forevergreen Road ranged from 48.7-mph to 56.3-mph for the westbound movement and 48.7-mph to 52.4-mph for the eastbound movement as shown in Figure 2. All locations show an average speed of 46-mph or less.

### Collision History

Between 2015 and 2019, there were 18 documented collisions on Forevergreen Road between Jasper Avenue and Ranshaw Way, as shown in Figure 3. All collisions, except for one, occurred prior to the reconstruction of Forevergreen Road. Twelve collisions occurred between 2015 and 2018 and six collisions occurred in 2019. Of the 18 collisions, 15 resulted in property damage only. A majority of the collisions occurred at intersections with Forevergreen Road and six occurred mid-block. Four collisions occurred at the Forevergreen Road and Covered Bridge Boulevard intersection and of these, three resulted from distracted driving and one from a motorist driving too fast (Table 1).

**Table 1: Major Cause of Collisions on Forevergreen Road**

Major Cause of collision	2015-2019
Animal	3
FTYROW: From stop sign	1
Driver Distraction	5
Lost Control	1
Driving too fast for conditions	3
Followed too close	2
Improper or erratic lane change	1
Operating vehicle recklessly	1
Other	1
<b>Total</b>	<b>18</b>



Figure 3: Collisions on Forevergreen Road between 2015 and 2019



Between 2015 and 2018, the rate of collisions per year was consistent at approximately 3/year, although in 2019 there were six collisions. Of these six collisions, two were caused by an animal and the other four were caused by differing factors such as driver distraction and following too close.

### Conclusion

The 85<sup>th</sup>-percentile speeds along Forevergreen Road were all well above 45-mph. Between Jones Boulevard and Ranshaw Way, the 85<sup>th</sup>-percentile speeds were the lowest at 48.7-mph. The 85<sup>th</sup>-percentile speeds were the highest on the I-380 overpass at 52.4-mph for the eastbound movement and 56.3-mph for the westbound movement. At all locations, the average speeds were closer to 45-mph, which is 10-mph higher than the posted speed limit. These variations in speeds (approximately 8-mph difference in 85<sup>th</sup>-percentile speeds) increase the risk for collision.

After conducting field visits and analyzing speed and collision data, staff finds the existing posted speed limit of 35-mph on Forevergreen Road between Jasper Avenue NW and Covered Bridge Boulevard to be low. Staff recommends the posted speed limit be increased to 45-mph to better align with the 85<sup>th</sup>-percentile speeds. Staff recommends the posted speed limit remain at 35-mph between Covered Bridge Boulevard and Ranshaw Way given the residential nature of Forevergreen Road east of Covered Bridge Boulevard. In this section of Forevergreen Road there are more direct access points, higher rates of pedestrians and bicyclists, and there were more documented collisions.

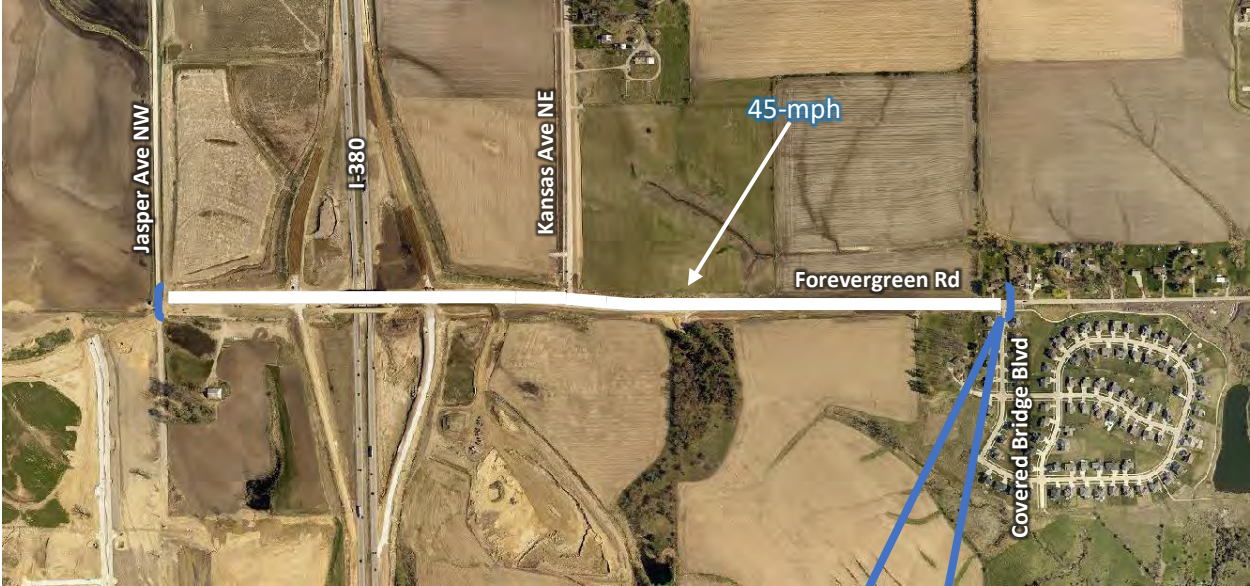
If the City chooses to increase the speed limit, we recommend reevaluating as development occurs in the area and as vehicular volumes change due to the Interstate-380/Forevergreen Road interchange.

For more information on how speed limits are established, please see the attached brochure from the *Institute of Transportation Engineers*.

Staff is available to answer any questions concerning this study. Please contact Emily Bothell at 319-356-5250 or [Emily-Bothell@iowa-city.org](mailto:Emily-Bothell@iowa-city.org).



Figure 4: Recommended Speed Limit Change



FINAL



**Date:** October 16, 2020

**To:** Kevin Trom; Shive-Hattery  
Ryan Rusnak; City of North Liberty

**From:** Emily Bothell; Sr. Associate Transportation Planner  
Greta Larget; Transportation Planning Intern

**Re:** Kansas Avenue NE Speed Study

This memorandum documents a speed study for Kansas Avenue NE as requested by the City of North Liberty in early 2020. The purpose of this analysis is to evaluate the appropriateness of the posted speed limit on Kansas Avenue NE.

### **Background**

The study area includes the portion of Kansas Avenue NE between Saint Andrews Drive and West Forevergreen Road, which is approximately one-mile in length (*Figure 1*). Kansas Avenue NE is a north-south collector street that runs parallel to Interstate-380. The posted speed limit is 35-mph for the full length of the study area with a school speed limit of 20-mph (when flashing) just north of Denison Avenue.

**Figure 1: Study Area**

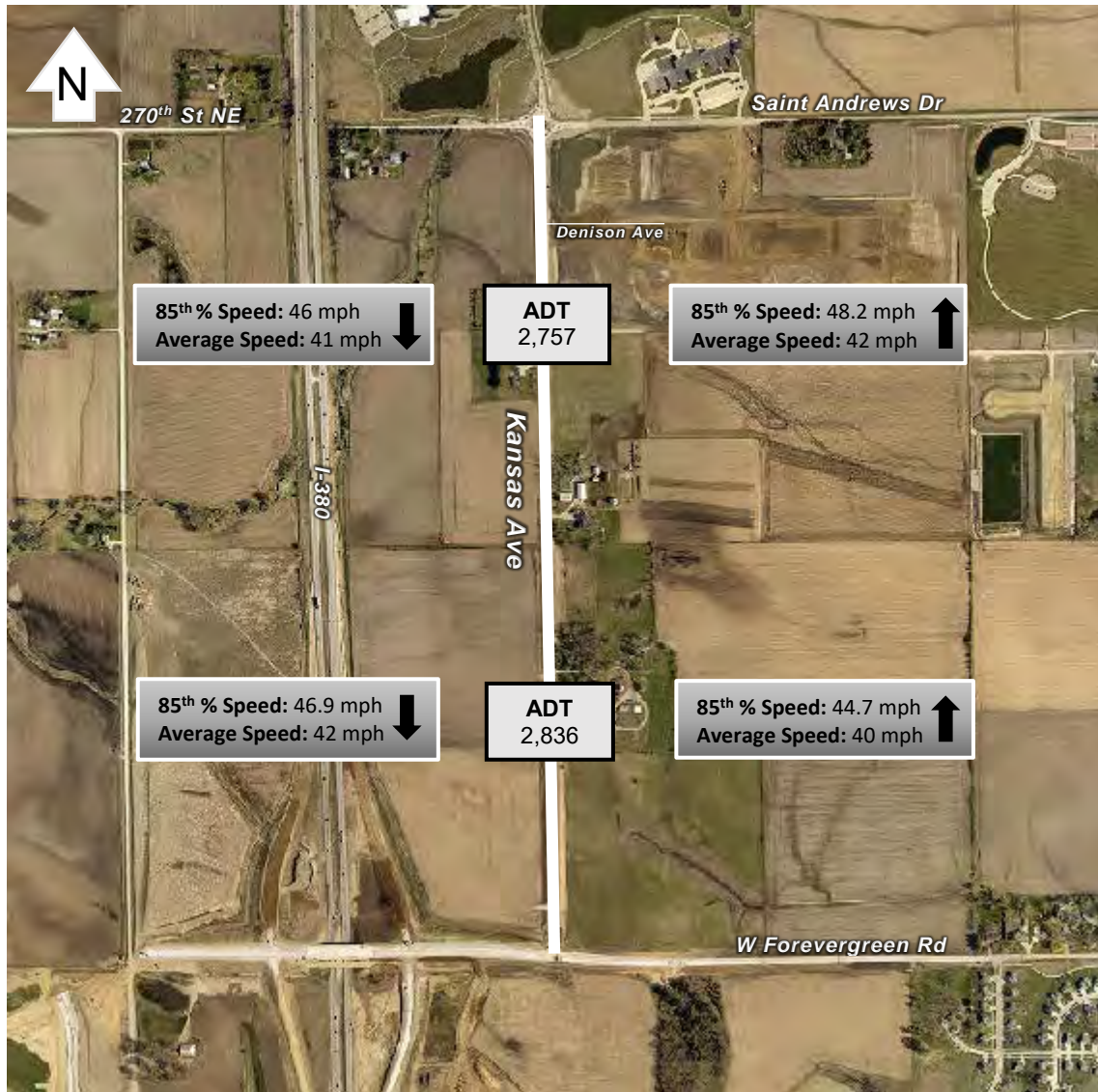




### ADT and 85<sup>th</sup>-Percentile Speeds

Average daily traffic (ADT) counts and 85<sup>th</sup>-percentile speeds were recorded at two locations along Kansas Avenue NE between September 15<sup>th</sup> and 18<sup>th</sup>, 2020<sup>1</sup> as shown in *Figure 2*. At the northernmost location, ADT was recorded at 2,757 vehicles per day. At the southernmost location, ADT was recorded at 2,836 vehicles per day.

Figure 2: Recorded ADT and Speeds on Kansas Avenue



The 85<sup>th</sup>-percentile speeds on Kansas Avenue NE ranged from 44.7- to 48.2-mph for the northbound movement and between 46- and 46.9-mph for the southbound movement as shown in *Figure 2*. The 85<sup>th</sup>-percentile speeds are just above 45-mph at all locations except for the southernmost northbound location. Average speeds for all movements are also above the posted speed limit of 35-mph ranging from 40 to 42-mph.

<sup>1</sup> ADT and 85<sup>th</sup>-Percentile Speeds were collected during the COVID-19 pandemic. As such, the recorded travel patterns and associated speeds may not be typical.

**Collision History**

Between 2015 and 2019 there were five documented collisions on Kansas Avenue NE between Saint Andrews Drive and West Forevergreen Road, as shown in *Figure 3*, all of which resulted in property damage only. Of the five collisions, two were caused by motorists driving too fast. These two collisions occurred in 2017 (when the road was gravel), involved one vehicle and resulted in property damage only.

**Figure 3: Collisions on Kansas Avenue NE (2015-2019)**





**Conclusion**

After conducting field visits and analyzing speed and collision data, staff finds the existing posted speed limit of 35-mph on Kansas Avenue NE between Saint Andrews Drive and West Forevergreen Road to be artificially low and recommend raising the posted speed limit to 45-mph between Forevergreen Road and Denison Avenue (*Figure 4*).

The 85<sup>th</sup>-percentile speeds along Kansas Avenue NE ranged from 44.7- to 48.2-mph which is well above the posted speed limit of 35-mph. Raising the speed limit to 45-mph would be consistent with the 85<sup>th</sup>-percentile speeds which is more suitable given the surrounding land uses. Raising the speed limit from Forevergreen Road to just south of Denison Avenue would also allow for a speed transition from 45-mph to 35-mph in advance of the existing school speed zone of 20-mph (when flashing) as motorists approach Saint Andrews Drive.

The collision history shows several collisions that are directly related to vehicle speeds, although these collisions occurred when Kansas Avenue NE was gravel (2017). As such, the collision history does not indicate there is a significant crash risk associated with the current speeds at which motorists are choosing to drive on the recently improved road.

If the City chooses to increase the speed limit, we recommend reevaluating as development occurs in the area.

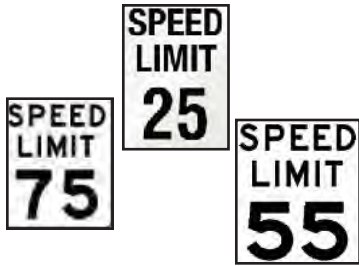
For more information on how speed limits are established, please see the attached brochure from the *Institute of Transportation Engineers*.

Staff is available to answer any questions concerning this study. Please contact Emily Bothell at 319-356-5250 or [Emily-Bothell@iowa-city.org](mailto:Emily-Bothell@iowa-city.org).

**Figure 4:** Recommended Speed Change (just south of Denison Avenue)







# Speed Zoning Information

## A Case of "Majority Rule" (Within the United States)

### EXECUTIVE SUMMARY

#### What Realistic Speed Limits Do:

- Encourage compliance from the majority of drivers;
- Give a clear reminder of reasonable and prudent speeds;
- Provide an effective enforcement tool to the police;
- Minimize public antagonism toward police enforcement, which results from obviously unreasonable regulations; and
- Encourage drivers to travel at the speed where the risk of crash involvement is the lowest.

#### What Unrealistic Speed Limits Do:

- Discourage voluntary compliance;
- Create the perception of "speed traps;"
- Cause public antagonism toward the police;
- Create a bad image for a community in the eyes of tourists; and
- May increase the potential for crashes.

### WHY SPEED LIMITS?

Generally, traffic laws that reflect the behavior of the majority of motorists are found to be successful, while laws that arbitrarily restrict the majority of motorists encourage violations, lack public support and usually fail to bring about desirable changes in driving behavior. This is especially true of speed zoning.

Speed zoning is based on several fundamental concepts deeply rooted within the American system of government and law:

- Driving behavior is an extension of social attitude and the majority of drivers respond in a safe and reasonable manner as demonstrated by consistently favorable driving records;
- The normally careful and competent actions of a reasonable person should be considered appropriate;
- Laws are established for the protection of the public and the regulation of unreasonable behavior on the part of individuals; and
- Laws cannot be effectively enforced without the consent and voluntary compliance of the public majority.

### COMMON MISCONCEPTIONS

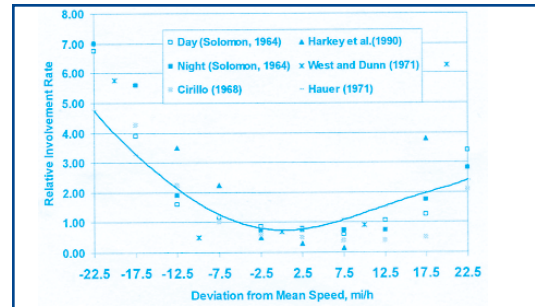
The public normally accepts the concepts noted above. However, when emotionally aroused in a specific instance, the same public will often reject these fundamentals and rely instead on more comfortable and widely-held misconceptions such as:

- Reducing the speed limit will slow the speed of traffic;
- Reducing speed limits will decrease the number of crashes and increase safety;
- Raising the posted speed limit will cause an increase in the speed of traffic;
- Any posted speed limit must be safer than an unposted speed limit; and
- Drivers will always go 5 mph over the posted speed limit.

### INTENT OF SPEED ZONING

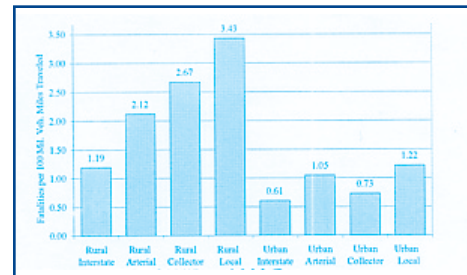
The most widely accepted method by state and local agencies is to set the limit at or below the speed at which 85 percent of the traffic is moving. The 85th percentile speed is how drivers "vote with their feet." Studies have shown crash rates are lowest at around the 85th percentile

speed. Drivers traveling significantly faster OR slower than this speed are at a greater risk for being in a crash. It is not high speeds alone that relate to crash risk; it is the variation of speed within the traffic stream.



Source: U.S. DOT PUBLICATION NO. FHWA-RD-98-154, 1998.

In fact, on a per mile driven basis, high speed roadways, like interstates, have a lower speeding related fatality rate than low speed roadway. Large variations in speed within the traffic stream create more conflicts and passing maneuvers.



Source: U.S. DOT Year 2000 Data.

### HOW SPEED LIMITS ARE ESTABLISHED

According to a Federal Highway Administration study, all states and most local agencies use the 85th percentile speed of free flowing traffic as the basic factor in establishing speed limits.

Radar, laser and other methods are used to collect speed data from random vehicles on a given roadway. This speed is subject to revision based upon such factors as: crash experience, roadway geometrics, parking, pedestrians, curves, adjacent development and engineering judgment. This practice is in accordance with the MUTCD.

In the final analysis, it is the judgment of the traffic engineer that determines which, if any, of the factors in the speed study warrant an adjustment of the 85th percentile speeds. After all variables are considered and a speed limit is established, traffic should flow at a safe and efficient level.

#### Members of the Committee:

Rick Staigle, *Chair*  
 Andrew O'Brien  
 Bruce Ward Jr.  
 Dave Wong-Toi  
 David Clark  
 Dennis Morford  
 Kent Collins

Robert Turner  
 Steve Taylor  
 Steven Jones Jr.  
 Jim Hansen  
 Kay Fitzpatrick  
 Dustin Qualls  
 James Cheeks Jr., *ITE Staff*



# **City Clean Up Day**

**Resolution No. 2020-93**

**A RESOLUTION AUTHORIZING STAFF TO COMPILE A  
REPLACEMENT SPRING CLEAN UP PROGRAM FOR THE CITY  
OF NORTH LIBERTY - 2020**

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

**WHEREAS**, the City had Spring Clean Up on the City calendar in April 2020;

**WHEREAS**, the COVID-19 pandemic hit;

**WHEREAS**, the City Council will provide authority to City staff to spend up to \$10,000 in trash stickers and landfill vouchers to provide replacement services for clean up day.

**NOW, THEREFORE, BE IT RESOLVED** that that City Staff is authorized to implement, market and enact said program.

**APPROVED AND ADOPTED** this 27th day of October, 2020.

**CITY OF NORTH LIBERTY:**

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TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



# **Watts Group Development Rezoning**

**Ordinance No. 2020-15**

**AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED AT THE SOUTHWEST CORNER OF DENISON AVENUE AND OAK TERRACE AVENUE LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE RS-4 PAD SINGLE-UNIT RESIDENCE PLANNED AREA DEVELOPMENT**

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

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

Lot 29 The Preserve, Part One to North Liberty, Johnson County, Iowa recorded in Book 63 Page 170 in the Office of the Johnson County Recorder

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

**SECTION 2. CONDITIONS IMPOSED.** The following conditions are hereby imposed upon said rezoning as listed in the October 6, 2020 North Liberty Planning Commission report:

1. That the development be subject to the design standards and maximum height limitations for buildings in the single-unit residence district;
2. That the private drive be named, subject to approval by the Building Official;
3. That the site plan depict and dedicate a public ingress/egress and utility easement, subject to approval as to form and content by the City Attorney;
4. That no portion of any building project into a public easement;
5. That the signs be ground style and incorporate a similar type of masonry used on the residences;
6. That the mailbox pad located at the southeast portion of the property be labeled on the site plan;
7. That the landscaping to revised to adhere to the visual corner clearance at the intersection of streets;
8. That the plans be revised such that the top of foundation wall or window wells not be lower than the minimum low opening elevation; and
9. That applicant demonstrate the site plan's consistency with the City's post-construction storm water runoff control ordinance, as determined by the City Engineer, prior to City Council's consideration of the zoning map amendment.



**SECTION 3. ZONING MAP.** It is hereby authorized and directed that the Zoning Map of the City of North Liberty, Iowa, be changed to conform to this amendment upon final passage, approval and publication of this ordinance as provided by law.

**SECTION 4. RECORDATION.** The City Clerk is hereby authorized and directed to record this ordinance at the Johnson County Recorder's office upon final passage and approval.

**SECTION 5. REPEALER.** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 6. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**SECTION 7. SEVERABILITY.** If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 8. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on \_\_\_\_\_.

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

Third and final reading on \_\_\_\_\_.

**CITY OF NORTH LIBERTY:**

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TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2020-15 in the *North Liberty Leader* on \_\_\_\_\_.

---

TRACEY MULCAHEY, CITY CLERK



October 6, 2020

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

**Please Note:**

The plans have been revised, such that conditions 5, 6, 7, 8 and 9 have been met.

Re: Request of Watts Group Development, Inc. for a zoning map amendment on 7.87 acres, more or less, from RM-8 Multi-Unit Residence District to RS-4 PAD Single-Unit Residence District Planned Area Development on property located at the southwest corner of Denison Avenue and Oak Terrace Avenue, being Lot 29 of The Preserve, Part One to North Liberty, Johnson County, Iowa.

Mayor Donahue:

The North Liberty Planning Commission considered the above-referenced request at its October 6, 2020 meeting. The Planning Commission took the following action:

**Findings:**

1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan;
2. The proposed use and density of the development would be compatible with the area;
3. The zoning map amendment achieves consistency with Section 168.12 of the North Liberty Code of Ordinances, entitled "PAD Zone – Planned Area Development Overlay District and the site plan achieves consistency with Section 165.04(2) of the North Liberty Code of Ordinances entitled, "Site Plan Requirements" with the conditions recommended by City staff.

**Recommendation:**

The Planning Commission accepted the three listed findings and forwards the request to the City Council with a recommendation for approval subject to the following conditions:

1. That the development be subject to the design standards and maximum height limitations for buildings in the single-unit residence district;
2. That the private drive be named, subject to approval by the Building Official;
3. That the site plan depict and dedicate a public ingress/egress and utility easement, subject to approval as to form and content by the City Attorney;
4. That no portion of any building project into a public easement;
5. That the signs be ground style and incorporate a similar type of masonry used on the residences;
6. That the mailbox pad located at the southeast portion of the property be labeled on the site plan;
7. That the landscaping to revised to adhere to the visual corner clearance at the intersection of streets;

8. That the plans be revised such that the top of foundation wall or window wells not be lower than the minimum low opening elevation; and
9. That applicant demonstrate the site plan's consistency with the City's post-construction storm water runoff control ordinance, as determined by the City Engineer, prior to City Council's consideration of the zoning map amendment.

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

Becky Keogh, Chairperson  
North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
 From **Ryan Rusnak, AICP**  
 Date **October 2, 2020**  
 Re **Request of Watts Group Development, Inc. for a zoning map amendment on 7.87 acres, more or less, from RM-8 Multi-Unit Residence District to RS-4 PAD Single-Unit Residence District Planned Area Development on property located at the southwest corner of Denison Avenue and Oak Terrace Avenue, being Lot 29 of The Preserve, Part One.**

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

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

**Current Zoning:**

The property is currently zoned RM-8 – Multi-Unit Residence District.



- |                               |                               |
|-------------------------------|-------------------------------|
| Subject Property              | RS-8: Residential Single-Unit |
| <b>Zoning Districts</b>       | RD-8: Residential Two-Unit    |
| Public Use                    | RD-10: Residential Two-Unit   |
| ID: Interim Development       | RM-6: Residential Multi-Unit  |
| RS-3: Residential Single-Unit | RM-8: Residential Multi-Unit  |
| RS-4: Residential Single-Unit | RM-12: Residential Multi-Unit |
| RS-6: Residential Single-Unit |                               |

1 inch = 350 feet



**Comprehensive Plan Future Land Use Map Designation:  
Residential**



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

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

**Proposed Zoning:**

The applicant is requesting a zoning map amendment to RS-4 PAD Single-Unit Residence District Planned Area Development to allow the property to be developed with 26 single-family dwellings and related infrastructure on one lot. Each unit would be condominium owned and the greenspace, private street and other features would be within the common area.

The Planned Area Development is being requested to allow the flexibility of having multiple single-family residences on one lot, which is not permitted in RS Single-Unit Residence Districts or RM Multi-Unit Residence Districts alone. It is also being requested to reduce the required front yard setback along Oak Terrace Avenue. The residences along Oak Terrace Avenue would have a 15' front yard setback with walkways connecting to the public sidewalk and rear loaded garages. This is a traditional neighborhood style of development. There would be a sidewalk on the west side of the private street connecting to Denison Avenue and Oak Terrace Avenue. There is a minimum of 19' from the garage to sidewalk and/or private street to ensure adequate space for vehicle parking.

Section 168.12 of the North Liberty Code of Ordinances entitled "PAD Zone – Planned Area Development Overlay District" reads in part:

1. *Defined. A Planned Area Development Zone District is intended to encourage innovation and flexibility in planning the development of land so development is compatible with the site's physical and environmental characteristics. This district allows for flexibility in zone district requirements. The Planned Area Development District provides an opportunity for the development of a mixture of uses and housing types in a coordinated manner. The intent of the underlying zone district shall guide the development. It is incumbent upon the person proposing the PAD to justify the project, and any variations from the underlying zone district. A PAD is considered an amendment to the underlying zone district regulations. Section 165.04(2) specifies the PAD requirements.*
2. *General. Planned area developments may be allowed by Council approval in any zoning district. No such planned area development permit shall be granted unless such development either meets the use limitations of the zoning district in which it is located and the density and other limitations of such district, except as such requirements may be lawfully modified as provided by this code. Compliance with the regulations of this section in no way excuses the developer from the applicable requirements of a subdivision ordinance, except as modifications thereof are specifically authorized in the approval of the application for the planned area development.*
5. *Commission and Council Action.*
  - A. *Approval. In order that it may approve a planned area development, the Council shall have authority to require that the following conditions (among others it deems appropriate) be met by the applicant:*
    - (1) *The proponents of the planned area development shall demonstrate to the satisfaction of the Council that they are financially able to carry out the proposed project.*

- (2) *The proponents intend to start construction within one year of either approval of the project or of any necessary zoning district change, and intend to complete said construction, or approved stages thereof, within four years from the date construction begins.*
- B. Limitations on Application.**
- (1) *Upon approval of a planned area development, construction shall proceed only in accordance with the plans and specifications approved by the Council, and in conformity with any conditions attached by the jurisdiction as to its approval.*
  - (2) *Amendment to approved plans and specifications to a planned area development shall be obtained only by following procedures here outlined for first approval.*
  - (3) *The Code Official shall not issue any permit for any proposed building, structure or use within the project unless such building, structure, or use is in accordance with the approved development plan and any conditions imposed in conjunction with its approval.*

**Public Input:**

Letters were sent to property owners within 200 feet of the subject property notifying them of the August 18, 2020 good neighbor meeting. Approximately 6 people attended the meeting. People attending appeared to just be curious about some of the details about the development. The adjacent property owners to the north attempted to attend the virtual meeting but were unable to connect. Plans of the proposed development were sent to them and advised them to reply with any questions or comments. No questions or comments have been received.

**Analysis of the Zoning Map Amendment:**

The subject property is part of The Preserve, which contains a mixture of residential zonings including, RS-4 Single-Unit Residence District, RS-6 Single-Unit Residence District, RD-8 Two-Unit Residence District, RD-10 Two-Unit Residence District and RM-8 Multi-Unit Residence District. Please see attached Zoning Map.

The subject property is currently zoned RM-8 Multi-Unit Residence District (8 residential units/acre). It is difficult to surmise if the proposed use would be less dense than if the property were developed in accordance with RM-8 standards. This because no site plan for the RM-8 was submitted. It is staff's opinion, however, that the proposed development would be smaller in scale (i.e. separated one-story units vs. one or two-story attached units).

The developable portion of property is approximately 3.15 acres of the 7.87 acre lot. City staff recognizes that overall density decreases when taking into account the storm water facility. However, considering the adjacent properties are zoned RD-8 Two-Unit Residence District, RD-10 Two-Unit Residence District and RM-8 Multi-Unit Residence District, the proposed zoning and use of the property would not be incompatible with the area.

**Approval standards:**

Section 168.12 of the North Liberty Code of Ordinances, entitled “PAD Zone – Planned Area Development Overlay District” sets forth the approval standards (Ordinance language in *italics* and staff analysis in **bold**).

3. *Conditions.*

- A. *Area. No planned area development shall have area less than that approved by the Council as adequate for the proposed development.*

**It is City staff’s opinion that the land area is adequate for the proposed development.**

- B. *Uses. A planned area development that will contain uses not permitted in the zoning district in which it is to be located will require a change of zoning and shall be accompanied by an application for a zoning amendment, except that any residential use shall be considered a permitted use and shall be governed by density, design and other requirements of the planned area development permit.*

**The planned area development is being requested to allow the flexibility of having multiple single-family residences (a residential use) on one lot, which is not permitted in RS Single-Unit Residence Districts or RM Multi-Unit Residence Districts alone. It is City staff’s opinion that the requested use would be permitted with approval of the planned area development.**

- C. *Ownership. The development shall be in single or corporate ownership at the time of application, or the subject of an application filed jointly by all owners of the property.*

**The development is in single ownership.**

- D. *Design. The Commission and Council shall require such arrangements of structures and open spaces within the site development plan as necessary to ensure that adjacent properties will not be adversely affected.*

- (1) *Density. Density of land use shall in no case be more than 25 percent higher than allowed in the zoning district, except not more than 10 percent higher in residential districts.*

**The submitted site plan depicts 26 single-family units on 7.87, which equates to 3.3 units/acre. No increase in density is being requested.**

- (2) *Arrangement. Where feasible, the least height and density of buildings and uses shall be arranged around the boundaries of the development.*

**City staff is requesting that the development be subject to the design standards and maximum height limitations for single-unit dwellings in its recommendations for approval.**

- (3) *Specific Regulations. Lot area, width, yard, height, density, and coverage regulations shall be determined by approval of the site plan.*

**Please see City staff’s analysis of the site plan.**

- E. *Open Spaces. Preservation, maintenance, and ownership of required open spaces within the development shall be accomplished by either:*
- (1) *Dedication of land as a public park or parkway system, or*
  - (2) *Granting to the jurisdiction a permanent, open space easement on and over the said private open space to guarantee that the open space remain perpetually in recreational use, with ownership and maintenance being the responsibility of an owners' association established with articles of association and bylaws which are satisfactory to the Council.*

**It is City staff's opinion that open space is not required within the proposed development.**

- F. *Landscaping. Landscaping, fencing, and screening related to the uses within the site and as means of integrating the proposed development into its surroundings shall be planned and presented to the Commission and Council for approval, together with other required plans for the development. A planting plan showing proposed tree and shrubbery plantings shall be prepared for the entire site to be developed. A grading and drainage plan shall also be submitted to the Commission and Council with the application.*

**A landscaping, grading and drainage plan has been provided. No fencing is proposed.**

- G. *Signs. The size, location, design, and nature of signs, if any, and the intensity and direction of floodlighting shall be detailed in the application.*

**The location of the proposed signs are depicted at both entrances. City staff is requesting that the signs be ground style and incorporate a similar type of masonry used on the residences in its recommendations for approval.**

- H. *Exterior Lighting. The size, material type, location, and intensity of all exterior lighting shall be detailed in the application.*

**The type of lighting and a photometrics plan is located on sheet E1.00 of the site plan.**

- I. *Desirability. The proposed use of the particular location shall be shown, as necessary or desirable, to provide a service or facility which will contribute to the general well-being of the surrounding area. It shall also be shown that under the circumstances of the particular case, the proposed use will not be detrimental to the health, safety, or general welfare of persons residing in the vicinity of the planned area development.*

**This development is part of The Preserve. It is City staff's opinion that this development would contribute to the general well-being of the City of North Liberty.**



4. *Commission and Council Determination. In carrying out the intent of this section, the Commission and Council shall consider the following principles:*
- A. *It is the intent of this section that site and building plans for a planned area development shall be prepared by a designer or team of designers having professional competence in urban planning as proposed in the application. The Commission and Council may require the applicant to engage such expertise as a qualified designer or designer team.*  
**The planned area development plan has been prepared by a professional engineer.**
- B. *The Council may approve or disapprove an application for a planned area development. In approval, the Council may attach such conditions as it may deem necessary to secure compliance with the purpose set forth in this chapter.*  
**City staff has provided conditions in its recommendation for approval.**

The Planned Area Development Overlay District requires submittal of a site plan. Section 165.04(2) of the North Liberty Code of Ordinances entitled, "Site Plan Requirements" sets forth the approval standards (Ordinance language in *italics* and staff analysis in **bold**).

2. *Site Plan Requirements. Site plans, which are required for review and approval for any use in any district or elsewhere by this code, shall comply with and illustrate the following:*
- D. *All site plans shall clearly illustrate the general methods of development, design, special distribution, location, topography (both existing and proposed), soil erosion control measures, relationship to flood overlay zones, and such other information as necessary to show compliance with the requirements of this code. A preliminary site plan may be submitted for preliminary land use approval; however, the final site plan required by this code shall be submitted, reviewed, and approved prior to the issuance of building or construction permits.*  
**This information has been provided on the site plan.**
- E. *The site plan shall include the following legal information:*
- (1) *Legal property owner's name and description of property.*
  - (2) *Applicant's name, requested land use, and zoning.*
  - (3) *If the applicant is other than the legal owner, the applicant's interest shall be indicated and the legal owner's authority to appeal shall be certified.*  
**This information has been provided on the coversheet of the site plan.**
- F. *The site plan shall clearly illustrate in color perspective and enumerate the following information:*
- (1) *Property boundary lines, dimensions, and total area.*  
**This information has been provided on sheet C1.00 of the site plan.**
  - (2) *Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing topography shall be illustrated on a separate map and the proposed finished topography shown on the final site plan.*  
**This information has been provided on sheet C3.00 of the site plan.**

- (3) *The availability and location of existing utilities.*  
**This information has been provided on sheets C400 and C500 of the site plan.**
- (4) *The proposed location, size, shape, color, and material type of all buildings or structures.*  
**This information has been provided on sheets C101 and C300 of the site plan.  
Please see attached rendering of the proposed dwellings.**
- (5) *The total square feet of building floor area, both individually and collectively.*  
**This information has been provided on the coversheet of the site plan.**
- (6) *The number of dwelling units, bedrooms, offices, etc., as required to determine special compliance.*  
**This information has been provided on the coversheet of the site plan.**
- (7) *The proposed location of identification signs. An identification sign is defined as a sign displaying the name, address, insignia or trademark, and occupant of a building or the name of any building on the premises. Installation shall be in accordance with the Chapter 173 of this code.*  
**The location of the proposed signs are depicted at both entrances. City staff is requesting that the signs be ground style and incorporate a similar type of masonry used on the residences in its recommendations for approval.**
- (8) *A vicinity sketch showing detailed adjacent land uses within 500 feet of the property and general existing land uses within 1,000 feet of the property.*  
**This information has been provided on the coversheet of the site plan.**
- (9) *Existing buildings, right-of-way, street improvements, utilities (overhead or underground), easements, drainage courses, vegetation and large trees, etc.*  
**This information has been provided on sheet C.100 of the site plan.**
- (10) *Parking areas, number of parking spaces proposed, number of parking spaces required by this code, type of surfacing to be used, etc.*  
**This information has been provided on the coversheet and sheet C.200 of the site plan.**
- (11) *Walkways, driveways, outside lighting, walls, fences, signs, monuments, statues and other manmade features to be used in the landscape.*  
**This information has been provided on sheet C.200 of the site plan.**

(12) *Location and type of all plants, grass, trees, or ground cover to be used in the landscape. Landscaping shall be illustrated in elevation and color perspective with the size and exact names of plants, shrubs, or trees to be planted clearly indicated.*  
**This information has been provided on sheet L.100 of the site plan. It is staff's opinion that a color perspective is not necessary.**

(13) *Walls, fences or other artificial screens to be used as buffers shall be shown in elevation and color perspective with proposed height and structural material to be used indicated. See Section 169.02 for the guidelines concerning landscaping.*  
**Walls, fences or other artificial screens are not proposed.**

(14) *Traffic considerations, architectural themes, pedestrian movement, etc., and all other considerations pertinent to the proposed use may be requested for illustration or statistical purposes.*

**The development would have an entrance on Denison Avenue and Oak Terrace Avenue. Architectural renderings have been provided. The residences along Oak Terrace Avenue would have a 15' front yard setback with walkways connecting to the public sidewalk and rear loaded garages. This is a traditional neighborhood style of development. There would be a sidewalk on the west side of the private street connecting to Denison Avenue and Oak Terrace Avenue. There is a minimum of 19' from the garage to sidewalk and/or private street to ensure adequate space for vehicle parking.**

(15) *The methods of compliance with all applicable flood plain development standards and flood (overlay) districts as contained in this code.*

**The subject property is not located within a flood hazard area.**

**Additional Considerations:**

It is staff's opinion that the site plan is substantially approvable. However, the following comments would need to be addressed prior to submission to City Council:

1. The plans be revised such that the top of foundation wall or window wells not be lower than the minimum low opening elevation; and
2. That the grade plan depict the design the overland drainageways through this lot for each location such that stormwater runoff street overflow will not encroach on unit 1 or unit 16;

**Findings:**

1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan;
2. The proposed use and density of the development would be compatible with the area;
3. The zoning map amendment achieves consistency with Section 168.12 of the North Liberty Code of Ordinances, entitled "PAD Zone – Planned Area Development Overlay District and the site plan achieves consistency with Section 165.04(2) of the North Liberty Code of Ordinances entitled, "Site Plan Requirements" with the conditions recommended by City staff.

**Recommendation:**

Staff recommends the Planning Commission accept the three listed findings and forward the request of Watts Group Development, Inc. for a zoning map amendment on 7.87 acres, more or less, from RM-8 Multi-Unit Residence District to RS-4 PAD Single-Unit Residence District Planned Area Development on property located at the southwest corner of Denison Avenue and Oak Terrace Avenue, being Lot 29 of The Preserve, Part One to the City Council with a recommendation for approval subject to the following conditions:

1. That the development be subject to the design standards and maximum height limitations for buildings in the single-unit residence district;
2. That the private drive be named, subject to approval by the Building Official;
3. That the site plan depict and dedicate a public ingress/egress and utility easement, subject to approval as to form and content by the City Attorney;
4. That no portion of any building project into a public easement;
5. That the signs be ground style and incorporate a similar type of masonry used on the residences;
6. That the mailbox pad located at the southeast portion of the property be labeled on the site plan;
7. That the landscaping to revised to adhere to the visual corner clearance at the intersection of streets;
8. That the plans be revised such that the top of foundation wall or window wells not be lower than the minimum low opening elevation; and
9. That applicant demonstrate the site plan's consistency with the City's post-construction storm water runoff control ordinance, as determined by the City Engineer, prior to City Council's consideration of the zoning map amendment.

**Suggested motion:**

I move that the Planning Commission accept the three listed findings and forward the zoning map amendment with the nine listed conditions recommended by City staff to the City Council with a recommendation for approval.

# DRAWINGS FOR PROPOSED IMPROVEMENTS THE PRESERVE LOT 29 PAD SITE PLAN IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

## LEGAL DESCRIPTION

LOT 29 OF THE PRESERVE, NORTH LIBERTY, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF, CONTAINING ABOUT 7.87 ACRES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PROJECT SITE IS LOCATED IN SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST. PARCEL ID IS 0614333001.

## NOTE:

THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH CITY OF NORTH LIBERTY REQUIREMENTS AND THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), LATEST ADDITION, UNLESS NOTED OTHERWISE ON THE PLANS.

THE FOLLOWING DESIGN EXCEPTIONS ARE REQUIRED:

REQUIRED FRONT YARD	25'	15'
REQUIRED SIDE YARD	10'	N/A
REQUIRED SEPARATION DISTANCE	N/A	10'
REQUIRED REAR YARD	30'	15'*
*19' WHEN SIDEWALKS IS ADJACENT TO GARAGE		

## CONSTRUCTION SCHEDULE

START DATE - FALL 2020  
SITE UTILITIES - FALL 2020  
SITE PAVING - SPRING 2021  
SITE RESTORATION - SPRING 2021  
COMPLETION DATE - SPRING 2021

## SITE INFORMATION

PURPOSE OF DEVELOPMENT  
26 DETACHED SINGLE-UNIT RESIDENCES

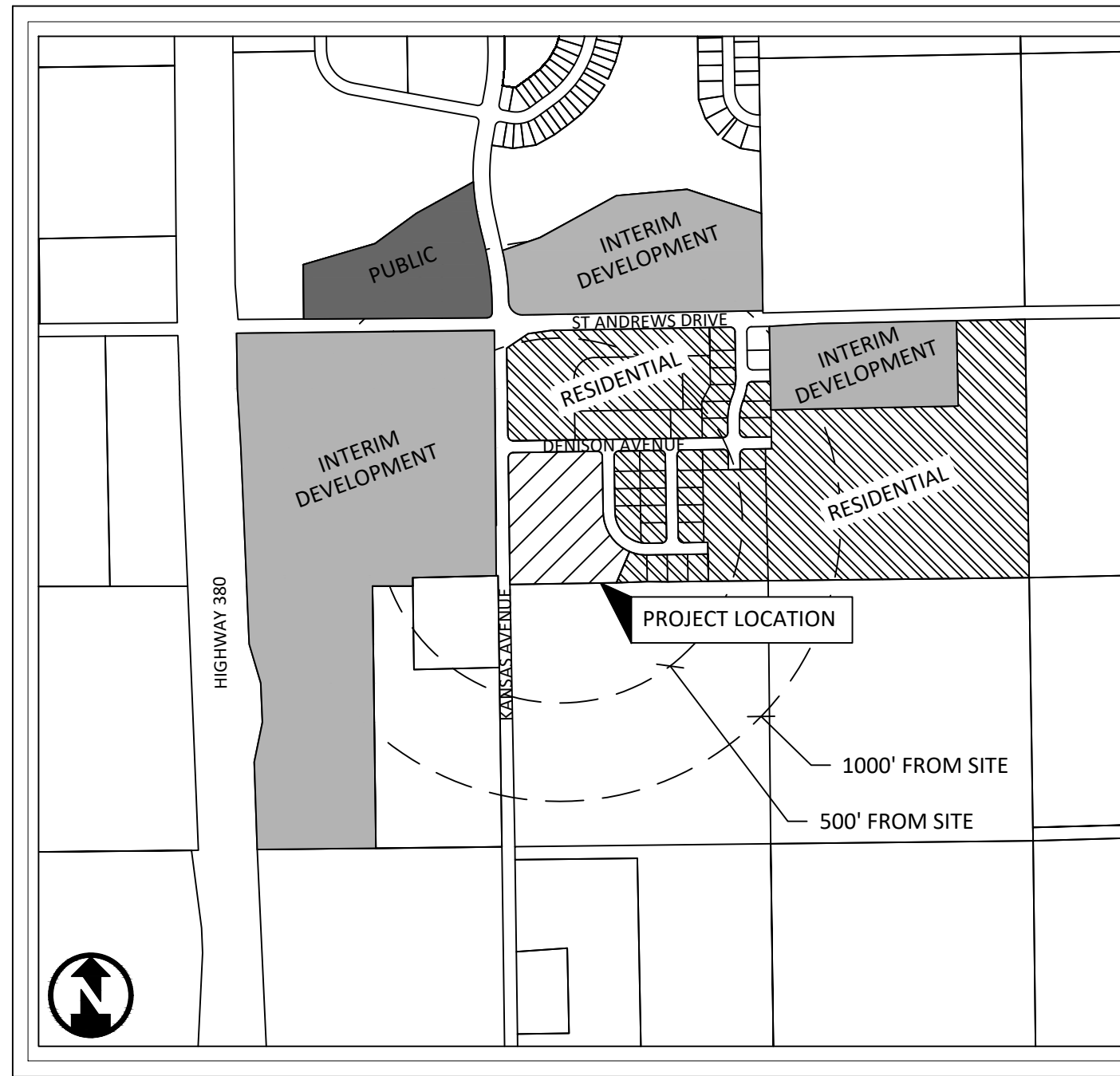
### ZONING INFORMATION

CURRENT ZONING RM-8  
PAD SITE PLAN PROPOSED ZONING RS-4 PAD

### MINIMUM LOT REQUIREMENTS

MINIMUM LOT SIZE	21,780	SF
TOTAL LOT SIZE	7.87	AC
DEVELOPABLE LOT SIZE	3.15	AC
TOTAL LOT SIZE DENSITY	3.43	UNITS/AC
DEVELOPABLE LOT SIZE DENSITY	8.57	UNITS/AC
LOT FRONTAGE	75	FEET
LOT WIDTH	100	FEET
MAXIMUM BUILDING HEIGHT	35' OR 2 1/2	STORIES
MAXIMUM FLOOR AREA RATIO	0.60	FAR
PARKING SPACES PER UNIT	2	

BUILDING TYPE A FLOOR PLAN	2,000 SF (16 UNITS)
BUILDING TYPE B FLOOR PLAN	2,175 SF (10 UNITS)
TOTAL PROJECT BUILDING AREA	53,750 SF



CITY OF NORTH LIBERTY, IOWA

SHEET INDEX	
C0.00	COVER SHEET
CIVIL	
C0.01	LEGEND AND GENERAL NOTES
C0.02	GENERAL NOTES
C1.00	TOPOGRAPHIC SURVEY AND REMOVAL PLAN
C2.00	SITE AND UTILITY PLAN
C3.00	GRADING & EROSION CONTROL PLAN
C4.00	PAVEMENT PLAN
C4.10	CURB RAMP DETAILS
C9.00	CONSTRUCTION DETAILS SHEET 1 OF 2
C9.01	CONSTRUCTION DETAILS SHEET 2 OF 2
E1.00	PHOTOMETRIC PLAN
L1.00	LANDSCAPE PLAN
L1.10	LANDSCAPE DETAILS

## APPLICANT INFORMATION

OWNER/APPLICANT :  
WATTS GROUP DEVELOPMENT, INC.  
425 E. OAKDALE BLVD, SUITE 101  
CORALVILLE, IOWA 52241

DEVELOPER'S ATTORNEY:  
MICHAEL J. PUGH  
425 E. OAKDALE BLVD, SUITE 101  
CORALVILLE, IOWA 52241

## PROJECT INFORMATION

SCOPE OF WORK:  
CONSTRUCTION OF 27 SINGLE FAMILY  
TOWNHOMES WITH ASSOCIATED PAVING AND  
UTILITIES.

CONTACT PERSON:  
BRIAN BOELK  
AXIOM CONSULTANTS, LLC  
60 E. COURT STREET, UNIT 3  
IOWA CITY, IOWA 52240-3833  
PHONE: 319-519-6220  
EMAIL: BBOELK@AXIOM-CON.COM

## UTILITY CONTACTS

MIDAMERICAN GAS  
CONTACT NAME : CARSON HEMPHILL  
CONTACT PHONE: 319-341-4461  
CONTACT EMAIL: CRHEMPHILL@MIDAMERICAN.COM

CENTURYLINK  
CONTACT NAME : TOM STURMER  
CONTACT PHONE: 720-578-8090  
CONTACT EMAIL:  
THOMAS.STURMER@CENTURYLINK.COM

CITY OF NORTH LIBERTY WATER  
CONTACT NAME : GREG METTERNICH  
CONTACT PHONE: 319-626-5719  
CONTACT EMAIL:  
GMETTERNICH@NORTHLIBERTYIOWA.ORG

CITY OF NORTH LIBERTY WASTEWATER  
CONTACT NAME : DREW LAMMERS  
CONTACT PHONE: 319-626-5773  
CONTACT EMAIL: DLAMMERS@NORTHLIBERTYIOWA.ORG

CITY OF NORTH LIBERTY STREETS-STORMWATER  
CONTACT NAME : MICHAEL PENTECOST  
CONTACT PHONE: 319-626-5718  
CONTACT EMAIL:  
MPENTECOST@NORTHLIBERTYIOWA.ORG

MIDAMERICAN ELECTRIC  
CONTACT NAME : JASON WARREN  
CONTACT PHONE: 319-341-4425  
CONTACT EMAIL: JLWARREN@MIDAMERICAN.COM

SOUTH SLOPE TELEPHONE  
CONTACT NAME : BRIAN FRESE  
CONTACT PHONE: 319-227-7111  
CONTACT EMAIL: BRIAN@SOUTHSLOPE.COM

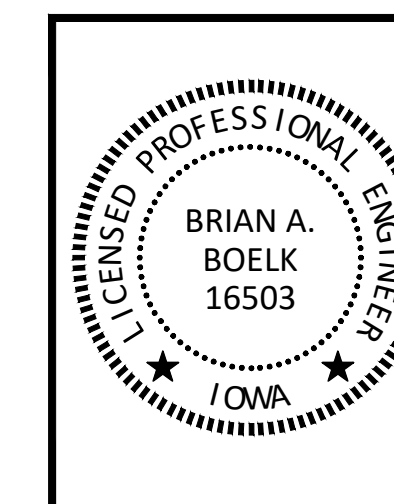
MEDIACOM IOWA CITY  
CONTACT NAME : TIM EAGEN  
CONTACT PHONE: 888-847-4757  
CONTACT EMAIL: TEAGAN@MEDIACOMCC.COM



## CITY APPROVAL

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

BRIAN A. BOELK, P.E.

LICENSE NUMBER 16503.

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.

PAGES OR SHEETS COVERED BY THIS SEAL: ALL



REV	DATE	DESCRIPTION OF CHANGES

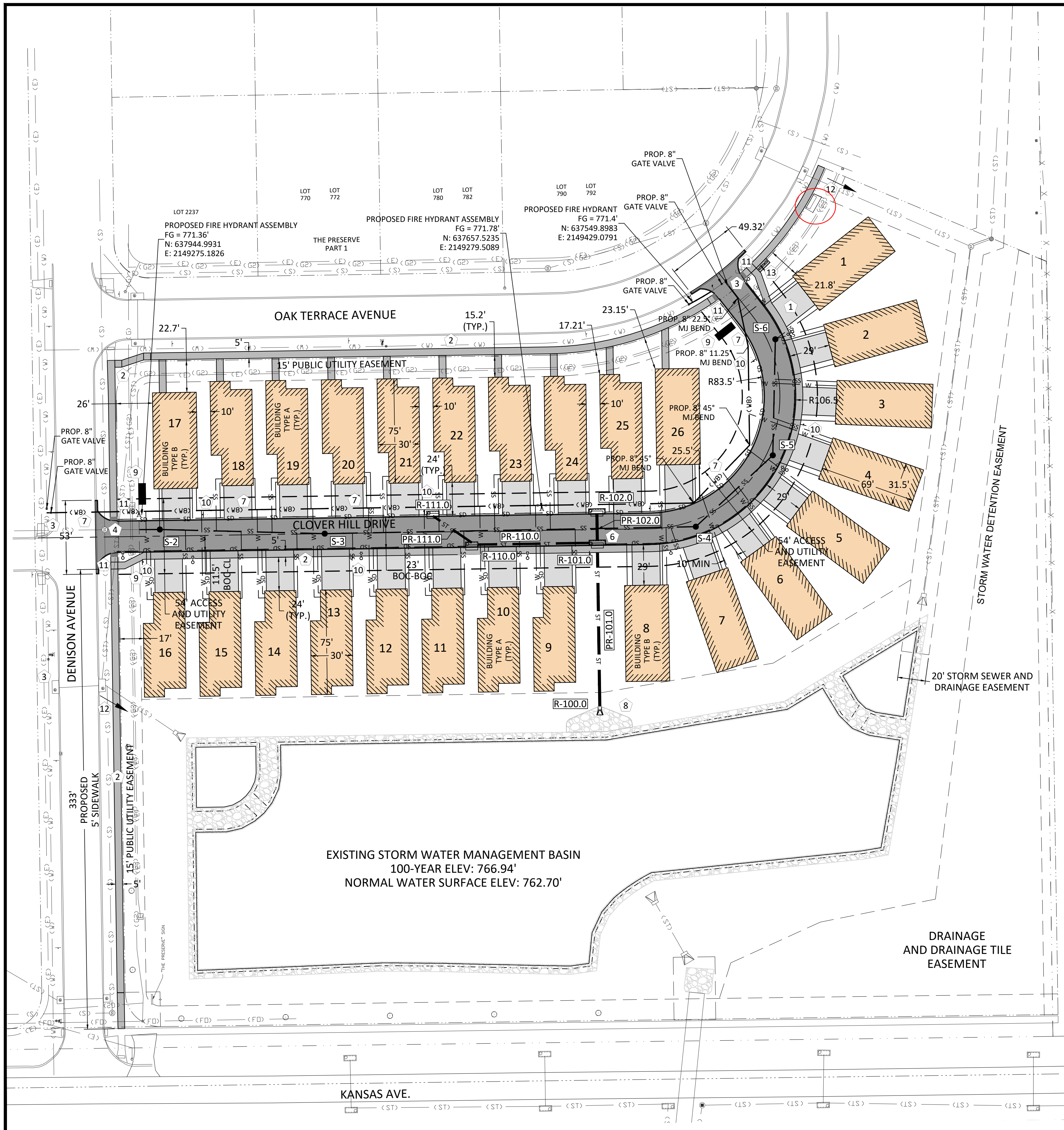
ISSUED FOR:	CITY REVIEW
PROJECT NAME:	LOT 29 - THE PRESERVE
CLIENT NAME:	WATTS GROUP
DATE ISSUED:	OCT. 14, 2020
CURRENT REV:	C

PROJECT NAME:	LOT 29 - THE PRESERVE
CLIENT NAME:	WATTS GROUP

SHEET NUMBER:	C0.00
PROJECT NO.:	190186
PROJECT MANAGER:	BOELK

COVER SHEET





**SITE PLAN KEYNOTES:**

- 1 PROPOSED STANDARD DUTY CONCRETE PAVEMENT. SEE DETAIL 1 C4.00.
- 2 PROPOSED 4" CONCRETE SIDEWALK. SIDEWALK JOINTS TO BE INSTALLED ACCORDING TO NORTH LIBERTY SUDAS SUPPLEMENT SEE DETAIL 2 C4.00.
- 3 CONNECT PROPOSED WATER MAIN TO EXISTING WATER MAIN PER CITY OF NORTH LIBERTY REQUIREMENTS. PROVIDE THRUST BLOCKS AT TEE CONNECTIONS TO EXISTING WATERMAIN. MINIMUM BURY 5.5' FOR PROPOSE WATER SERVICE. STOP BOX MUST BE LOCATED WITHIN THE RIGHT-OF-WAY. MAINTAIN AT LEAST 18" OF SEPARATION BETWEEN STORM AND WATER SERVICE. ABANDON EXISTING SERVICE ACCORDING TO CITY OF NORTH LIBERTY POLICY AND PROCEDURE.
- 4 CONNECT PROPOSED SANITARY SEWER SERVICE TO EXISTING SANITARY SEWER SERVICE. CONTRACTOR TO TELEWISE/VERIFY CONDITION AND DEPTH OF EXISTING SANITARY SERVICE PRIOR TO CONNECT TO VERIFY ACCEPTANCE AND SIZE.
- 5 CONTRACTOR TO COORDINATE ELECTRICAL SERVICE WITH UTILITY COMPANY AND CITY.
- 6 PROPOSED STORM SEWER SERVICE LINE, INLETS, AND OUTLET.
- 7 PROPOSED 645 LF OF 8" PVC WATERLINE. CONNECT TO EXISTING WATERMAIN ON OAK TERRACE AVE. WATERMAIN TO BE BORED UNDERNEATH DENISON AVE. CONTRACTOR TO COORDINATE WATERMAIN CONNECTION ACTIVITIES PRIOR TO CONSTRUCTION WITH CITY OF NORTH LIBERTY WATER DEPARTMENT.
- 8 PROPOSED STILLING BASIN FOR PROPOSED STORM SEWER OUTFALL. TOP OF ROCK 762.70'. BOTTOM OF STILLING BASIN 762.00'.
- 9 PROPOSED MONUMENT SIGN
- 10 PROPOSED "NO PARKING ANYTIME" SIGNS ON EAST AND WEST SIDES OF PRIVATE DRIVE.
- 11 PROPOSED PEDESTRIAN CURB RAMP (SUDAS 7030.207 CURB RAMP FOR CLASS B OR C SIDEWALK) INSTALLED WITH CAST IRON DARK RED DETECTABLE WARNING SURFACE IN ACCORDANCE WITH NORTH LIBERTY SUDAS SUPPLEMENT.
- 12 EXISTING OVERLAND FLOW PATHWAY
- 13 PROPOSED MAILBOX CLUSTER

**SITE PLAN NOTES:**

1. EASEMENTS RECORDED IN BOOK 63, PAGE 170, SEQ. 1.
2. TOTAL SF OF PROPOSED BUILDINGS:  
26 UNITS  
TOTAL: 53,617 SF
3. PRE DEVELOPMENT IMPERVIOUS AREA: 0% (0 AC)  
POST DEVELOPMENT IMPERVIOUS AREA: 25% (2.03 AC)
4. PROPOSED 8" SANITARY SEWER TO BE PRIVATELY OWNED AND MAINTAINED.
5. CONTRACTOR TO PROVIDE TWO GATE VALVES AT WATERLINE CONNECTIONS TO EXISTING WATERMAIN.
6. ACCESS ROADS ARE TO BE DESIGNED TO SUPPORT FIRE APPARATUS WEIGHTING AT LEAST 75,00 LBS.

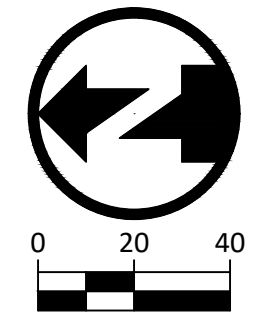
**PAVEMENT LEGEND**

- PCC DRIVEWAY PAVING
- PCC SIDEWALK
- PCC STREET PAVING

SANITARY SEWER STRUCTURES					
STRUCTURE ID	TYPE	RIM	INFLOW PIPE IE	OUTFLOW PIPE IE	DEPTH
S-2	48" SW-301	771.58	8" IE: 758.05 S	8" IE: 757.95 N	13.64
S-3	48" SW-301	772.34	8" IE: 758.74 S	8" IE: 758.64 N	13.69
S-4	48" SW-301	771.59	8" IE: 760.17 SE	8" IE: 760.07 N	11.52
S-5	48" SW-301	772.00	8" IE: 760.45 E	8" IE: 760.55 NW	11.55
S-6	48" SW-301	772.27		8" IE: 760.87 W	11.40

STORM SEWER STRUCTURES				
STRUCTURE ID	TYPE	RIM / FG	INFLOW PIPE IE	OUTFLOW PIPE IE
R-100.0	FES	765.48	24" IE: 763.11 E	
R-101.0	10' SW-542	771.02	24" IE: 764.56 E 18" IE: 764.40 N	24" IE: 764.30 W
R-102.0	12' SW-545	771.02		24" IE: 765.02 W
R-110.0	SW-541	771.45	18" IE: 765.40 NE	18" IE: 765.30 S
R-111.0	SW-509	771.62		18" IE: 766.12 SW

STORM SEWER PIPE TABLE								
PIPE ID	STRUCTURE US	STRUCTURE DS	INVERT US	INVERT DS	LENGTH (FEET)	SLOPE	SIZE (IN)	NOTES
PR-101.0	R-101.0	R-100.0	764.30	763.11	122	0.98%	24	RCP
PR-102.0	R-102.0	R-101.0	765.02	764.56	24	2.00%	24	RCP
PR-110.0	R-110.0	R-101.0	765.30	764.40	91	1.00%	18	RCP
PR-111.0	R-111.0	R-110.0	766.12	765.40	36	2.00%	18	RCP



**AXIOM CONSULTANTS**  
WWW.AXIOM-CON.COM | (319) 519-6220

ENGINEER:

DATE:

DRAWING LOG

DESCRIPTION OF CHANGES

REV

ISSUED FOR: CITY REVIEW

PROJECT NAME: LOT 29 - THE PRESERVE

SITE AND UTILITY PLAN

**NOT FOR CONSTRUCTION**

DATE ISSUED: OCT. 14, 2020

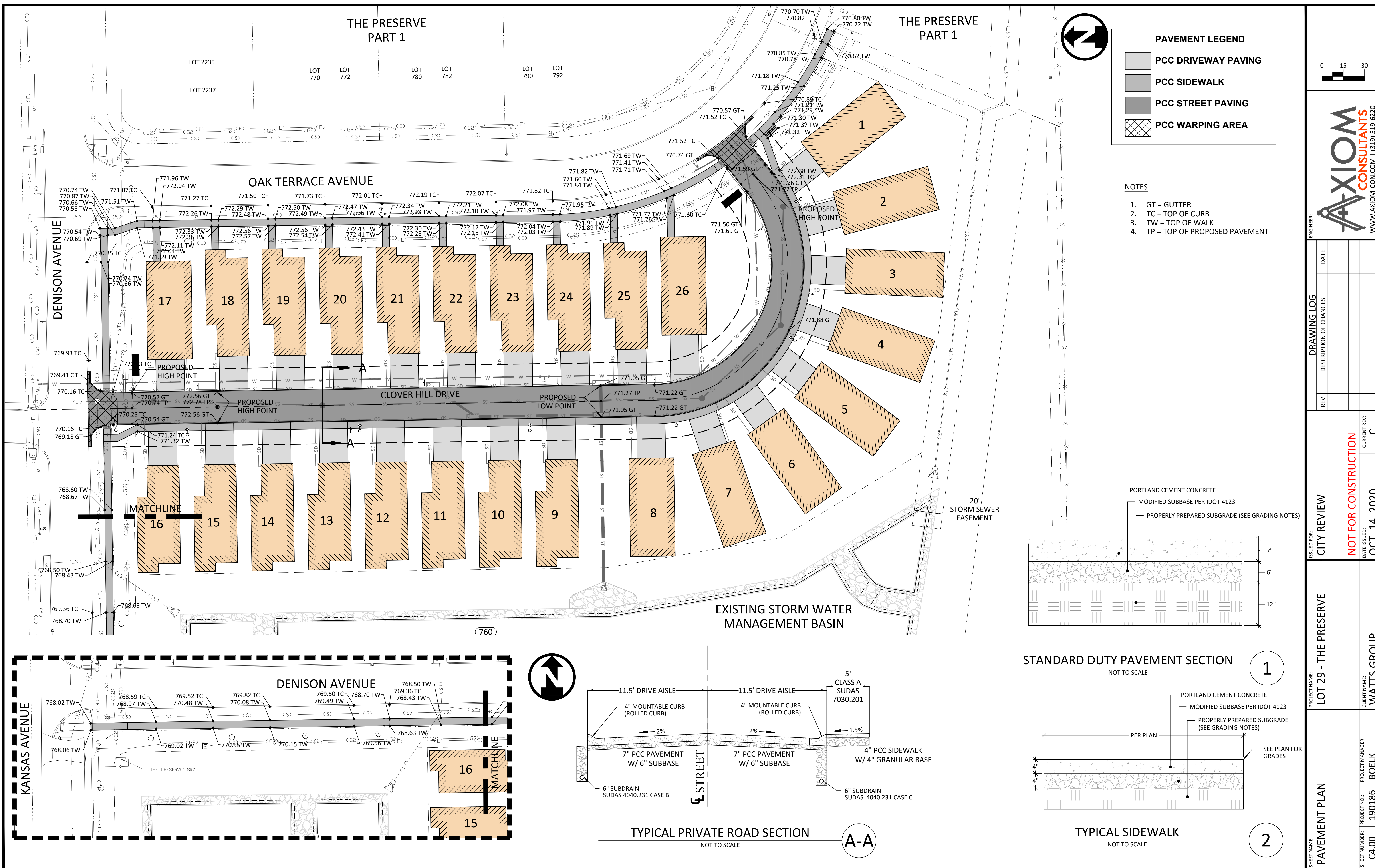
CLIENT NAME: WATTS GROUP

PROJECT MANAGER: BOELK

SHEET NUMBER: C2.00

PROJECT NO.: 190186



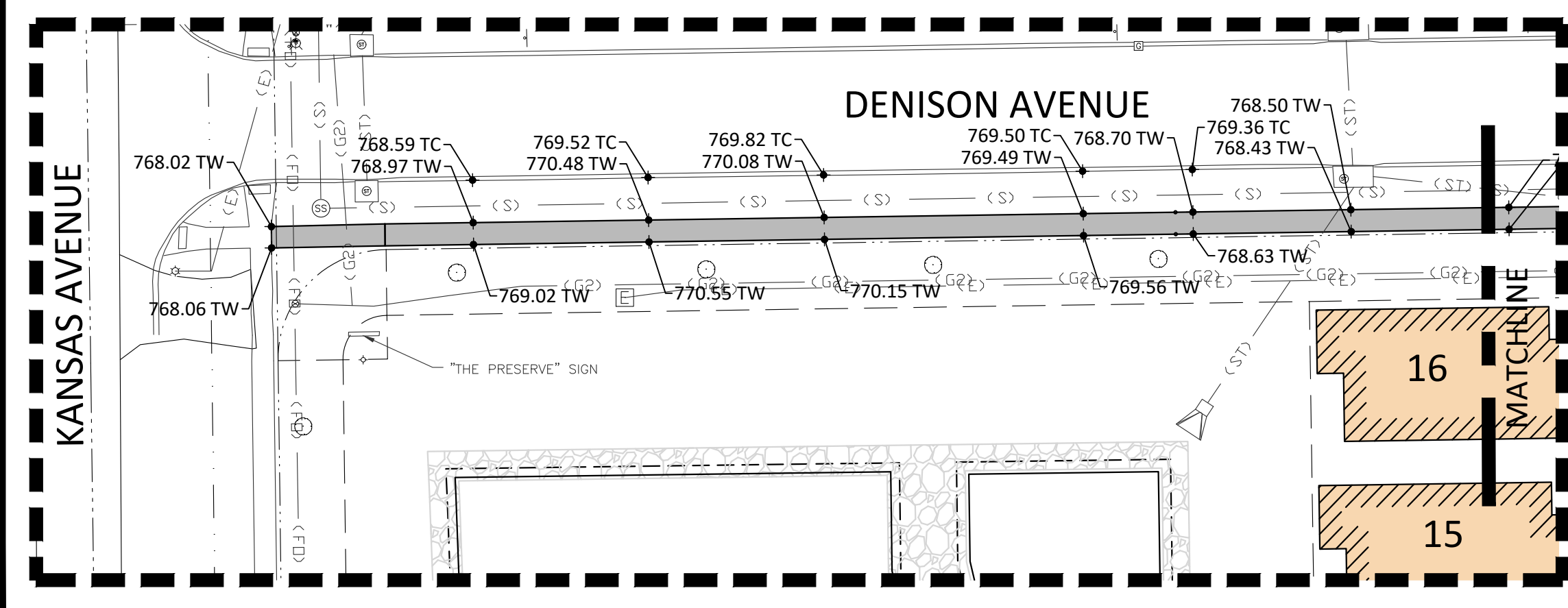
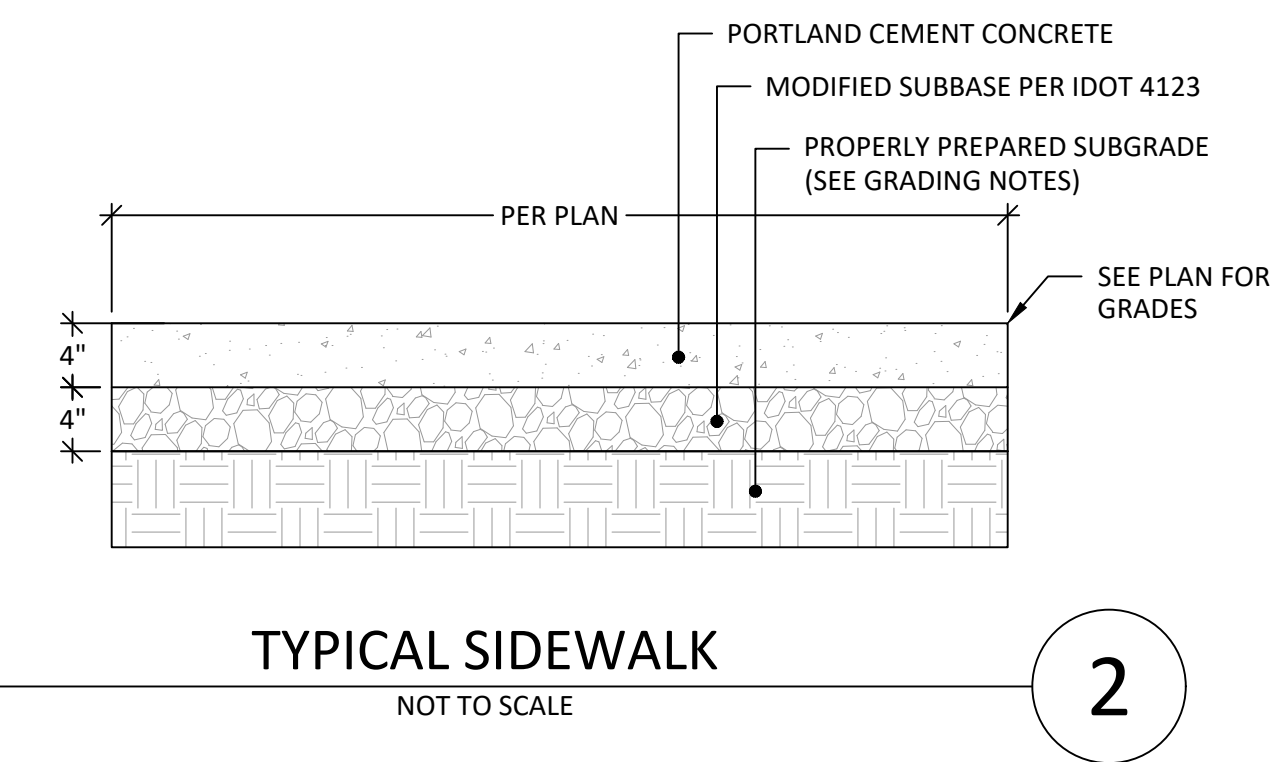
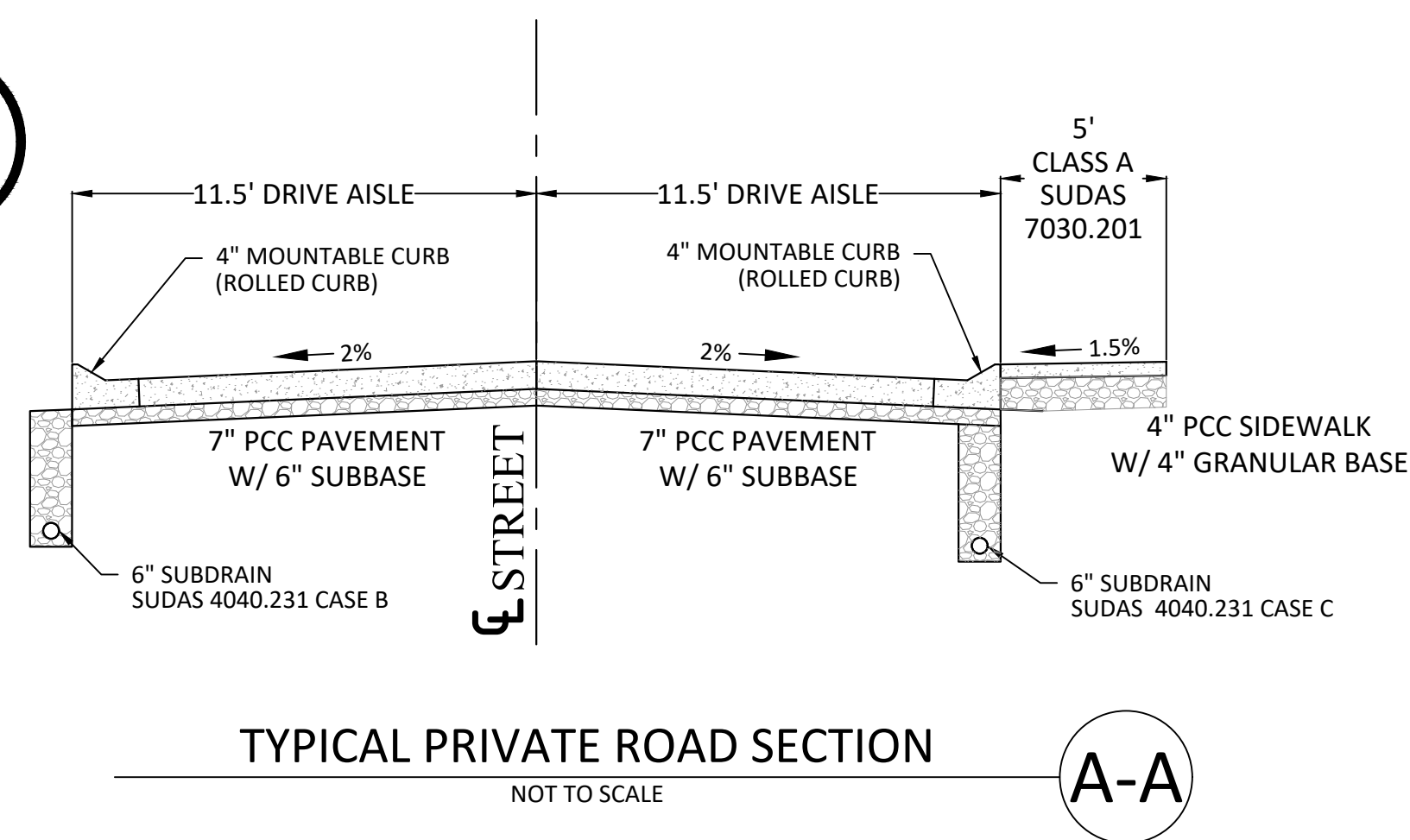
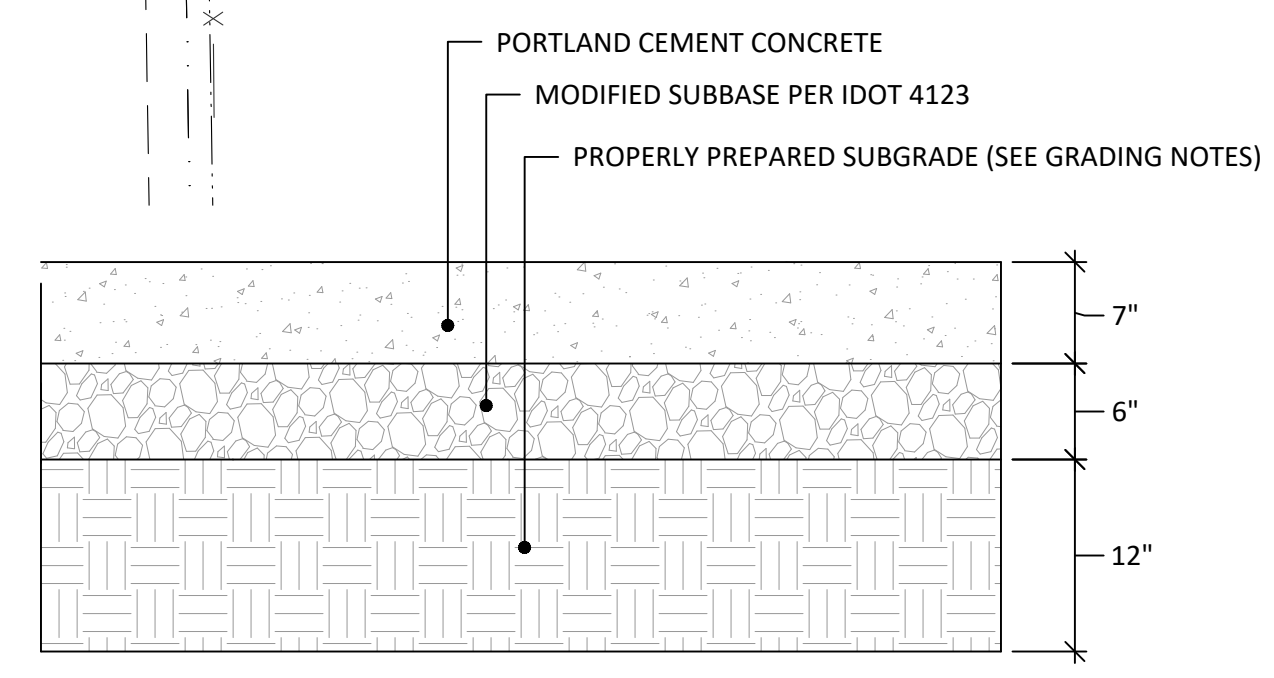


**PAVEMENT LEGEND**

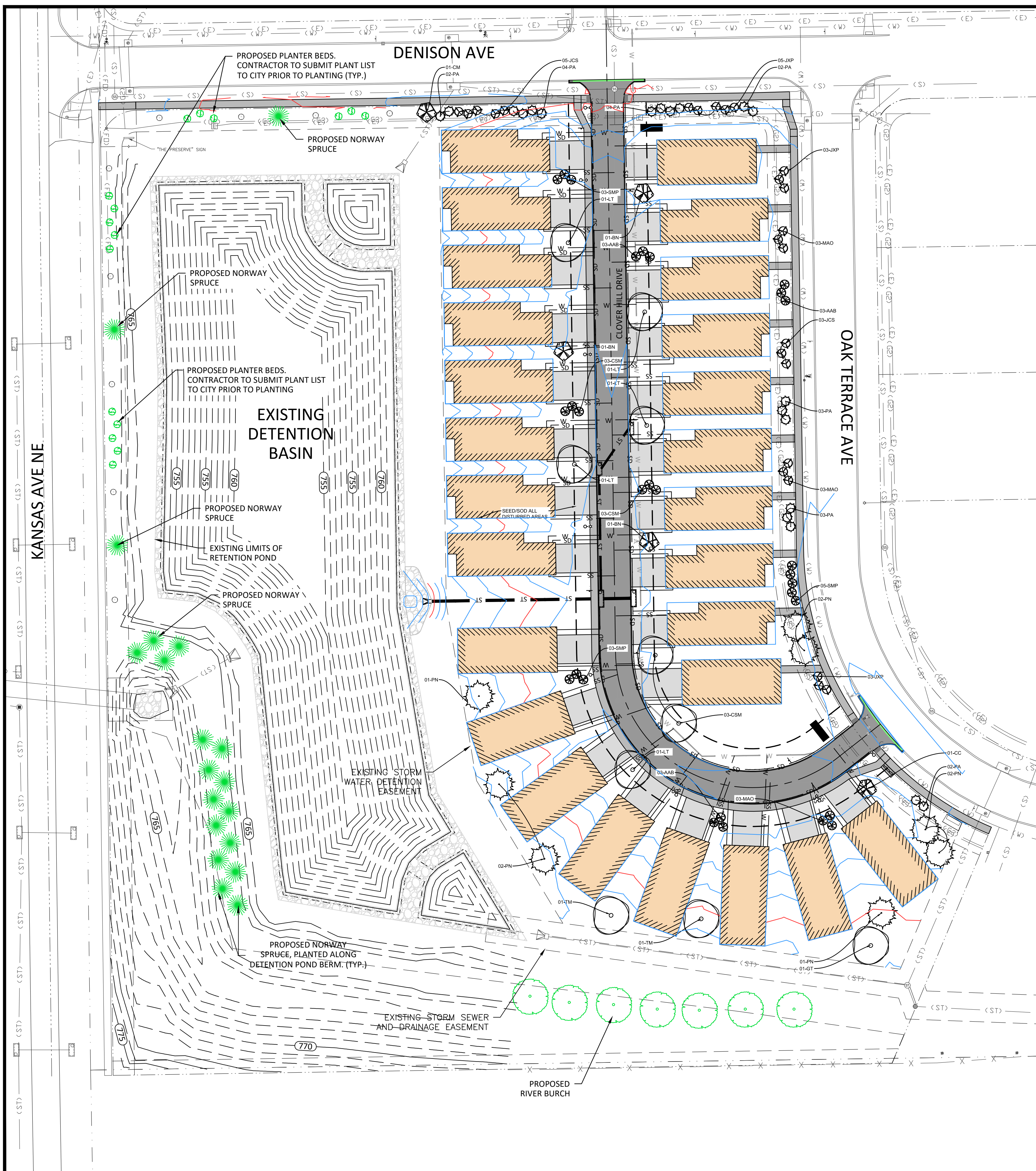
- PCC DRIVEWAY PAVING
- PCC SIDEWALK
- PCC STREET PAVING
- PCC WARPING AREA

- NOTES**
1. GT = GUTTER
  2. TC = TOP OF CURB
  3. TW = TOP OF WALK
  4. TP = TOP OF PROPOSED PAVEMENT

ENGINEER:		
DRAWING LOG	DATE	
DESCRIPTION OF CHANGES		
REV		
ISSUED FOR:	CITY REVIEW	NOT FOR CONSTRUCTION
PROJECT NAME:	LOT 29 - THE PRESERVE	DATE ISSUED: OCT. 14, 2020
PAVEMENT PLAN	PROJECT MANAGER: BOELK	CURRENT REV: C
SHEET NUMBER: C4.00	PROJECT NO.: 190186	CLIENT NAME: WATTS GROUP





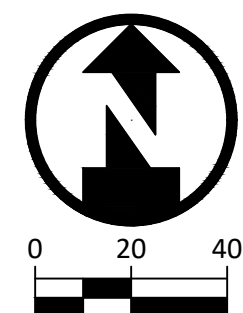


**LANDSCAPE LEGEND**

- PLANTS:**
- PROPOSED DECIDUOUS OVERSTORY
  - PROPOSED DECIDUOUS UNDERSTORY/ORNAMENTAL
  - PROPOSED EVERGREEN TREE
  - DECIDUOUS SHRUB
  - EVERGREEN SHRUB

ID	QTY.	BOTANICAL/COMMON NAME	MAT. SIZE	ROOT	SPACING	NOTES
<b>DECIDUOUS TREES</b>						
TM	2	Tilia mongolica 'Harvest Gold' PPI2232 MONGOLIAN LINDEN	35' H X 20' W	BB	SEE PLAN	MIN. OF 2" TRUNK DIAMETER AT 6" ABOVE GRADE
BN	5	Betula nigra 'Little King' FOX VALLEY DWARF RIVER BIRCH	10' H X 12' W	BB	SEE PLAN	MIN. OF 1.5" TRUNK DIAMETER AT 6" ABOVE GRADE
CC	1	Cercis canadensis 'Forest Pansy' FOREST PANSY REDBUD	20' H X 20' W	BB	SEE PLAN	MIN. OF 1.5" TRUNK DIAMETER AT 6" ABOVE GRADE
LT	5	Liriodendron tulipifera TULIP TREE	60' H X 40' W	BB	SEE PLAN	MIN. OF 2" TRUNK DIAMETER AT 6" ABOVE GRADE
CM	3	Cornus mas 'Golden Glory' CORNELIAN-CHERRY DOGWOOD	15' H X 15' W	BB/3 GAL.	SEE PLAN	MIN. OF 1.5" TRUNK DIAMETER AT 6" ABOVE GRADE
GT	1	Gleditsia triacanthos 'Skyline' SKYLINE HONEYLOCUST	45' H X 35' W	BB	SEE PLAN	MIN. OF 2" TRUNK DIAMETER AT 6" ABOVE GRADE
<b>EVERGREEN TREES</b>						
PN	9	Pinus nigra AUSTRIAN PINE	50' H X 30' W	BB	SEE PLAN	MIN. OF 36" HEIGHT WHEN PLANTED
PA	20	Picea abies 'Cupressina' CUPRESSINA NORWAY SPRUCE	20' H X 6' W	BB	SEE PLAN	MIN. OF 36" HEIGHT WHEN PLANTED
<b>EVERGREEN SHRUBS</b>						
JXP	11	Juniperus x pfitzeriana 'Mt Julep' MINT JULEP CHINESE JUNIPER	4-5' H X 4-8' W	3 GAL.	SEE PLAN	MIN. OF 24" HEIGHT WHEN PLANTED
MAO	9	Mahonia aquifolium OREGON GRAPE-HOLLY	4-6' H X 4-6' W	3 GAL.	SEE PLAN	MIN. OF 24" HEIGHT WHEN PLANTED
JCS	8	Juniperus chinensis 'Sea Green' SEA GREEN JUNIPER	4-6' H X 6-8' W	3 GAL.	SEE PLAN	MIN. OF 24" HEIGHT WHEN PLANTED
<b>DECIDUOUS SHRUBS</b>						
AAB	9	Aronia arbutifolia 'Brilliantissima' RED CHOKEBERRY	6-8' H X 6-8' W	2 GAL.	SEE PLAN	MIN. OF 36" HEIGHT WHEN PLANTED
CSM	9	Cornus sanguinea 'Midwinter Fire' BLOODTWIG DOGWOOD	5-6' H X 5-6' W	2 GAL.	SEE PLAN	MIN. OF 36" HEIGHT WHEN PLANTED
SMP	11	Syringa meyeri 'Palbin' MEYER LILAC	4-5' H X 5-7' W	2 GAL.	SEE PLAN	MIN. OF 36" HEIGHT WHEN PLANTED

ALL PLANTS NURSERY MATCHED, QUALITY SPECIMEN; PLANS SHALL SUPERCEDE PLANT COUNTS



ENGINEER:

DATE:

DRAWING LOG

DESCRIPTION OF CHANGES

REV

ISSUED FOR: CITY REVIEW

PROJECT NAME: LOT 29 - THE PRESERVE

LANDSCAPE PLAN

NOT FOR CONSTRUCTION

DATE ISSUED: OCT. 14, 2020

CLIENT NAME: WATTS GROUP

PROJECT NO.: 190186  
PROJECT MANAGER: BOELK

CURRENT REV: C



# 1425B COTTAGE

SINGLE FAMILY HOME



FRONT ELEVATION



REAR ELEVATION



1425B COTTAGE | SINGLE FAMILY  
AUGUST 20TH, 2020



# 1402 COTTAGE

SINGLE FAMILY HOME



FRONT ELEVATION



REAR ELEVATION



1402 COTTAGE | SINGLE FAMILY  
AUGUST 20TH, 2020



# 1372 COTTAGE

SINGLE FAMILY HOME



FRONT ELEVATION

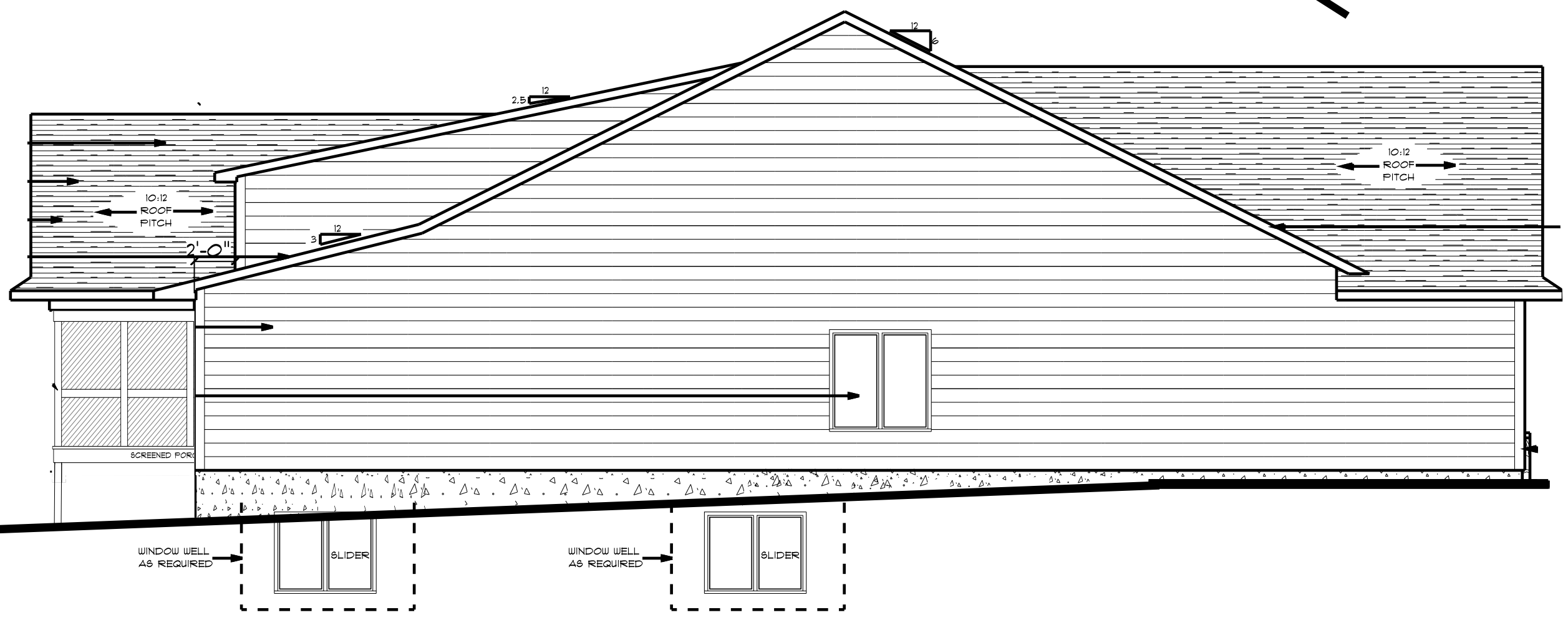
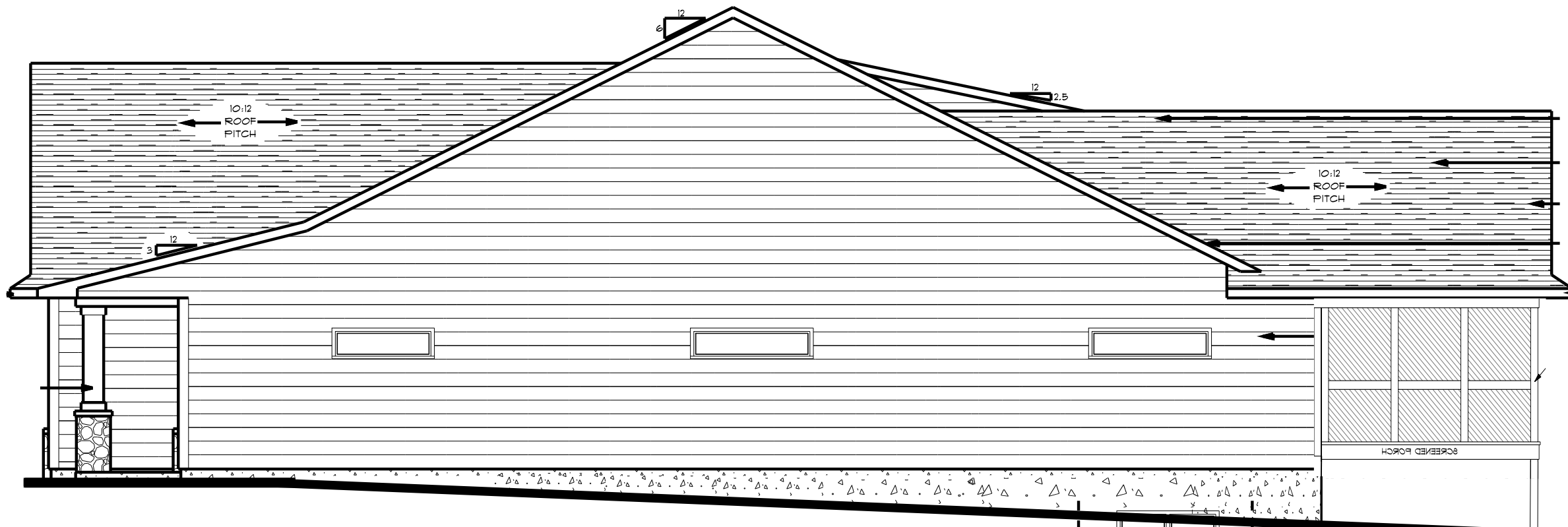


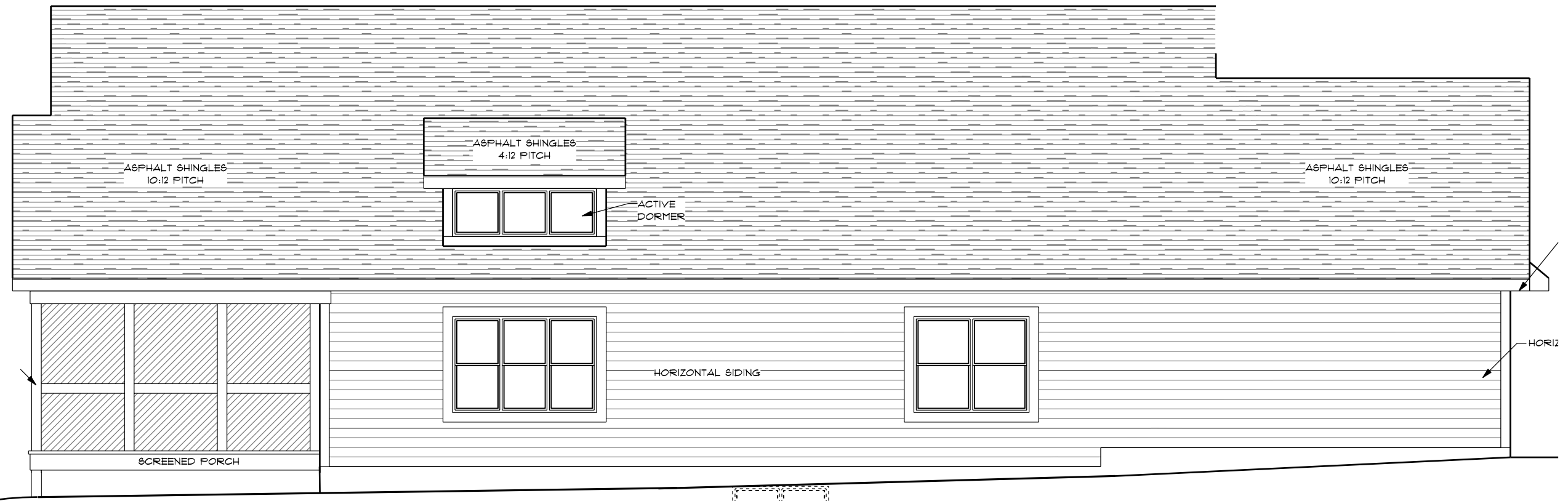
REAR ELEVATION



1372 COTTAGE | SINGLE FAMILY  
AUGUST 20TH, 2020



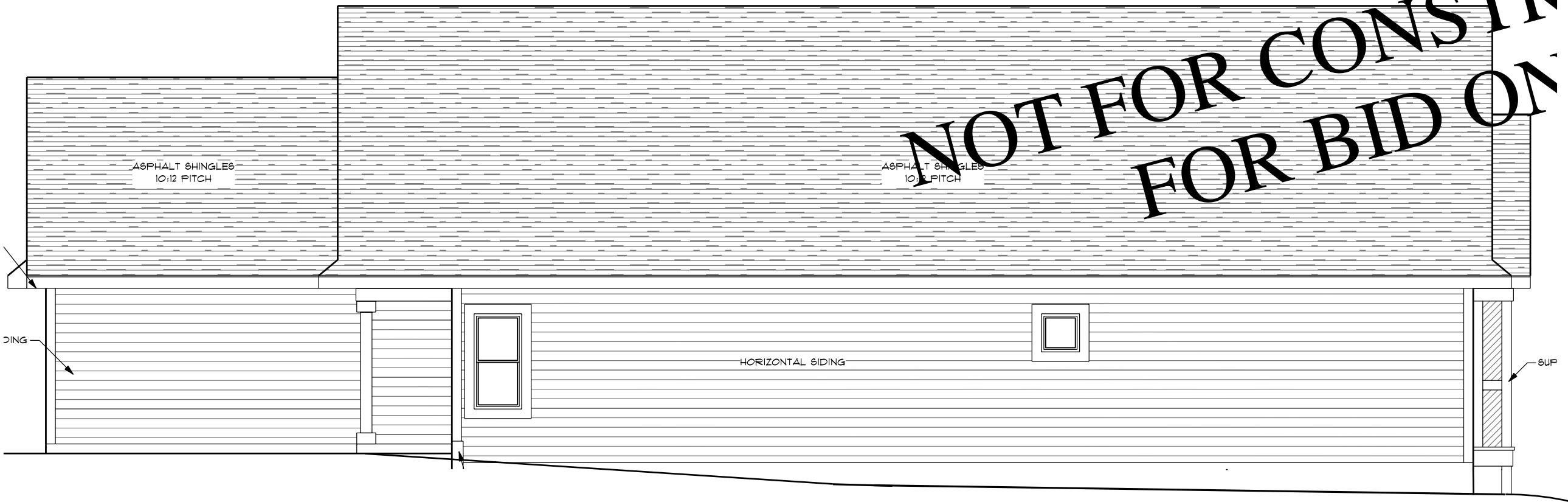




NOTE:  
WIN. WELL & DRAINAGE  
AS REQ. BLOCK OUT  
CONC. FOR WINDOW

ATRI

**NOT FOR CONSIDERATION  
FOR BID ONLY**





# **Zoning Ordinance Amendment**



September 2, 2020

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

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

Mayor Donahue:

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

**Finding:**

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

**Recommendation:**

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

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

Becky Keogh, Chairperson  
North Liberty Planning Commission





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

---

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

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

**Proposed Zoning Ordinance amendments:**

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

**Public Input:**

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

**Finding:**

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

**Recommendation:**

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

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

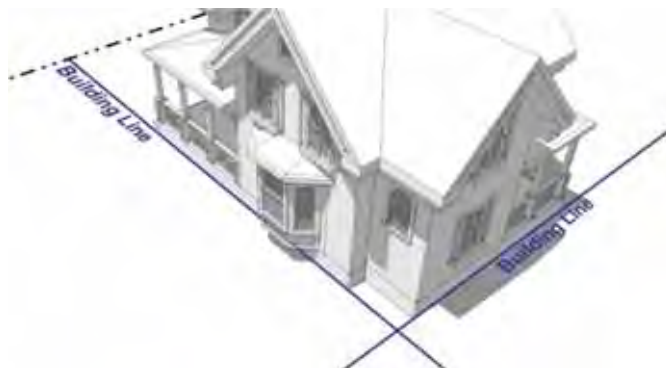
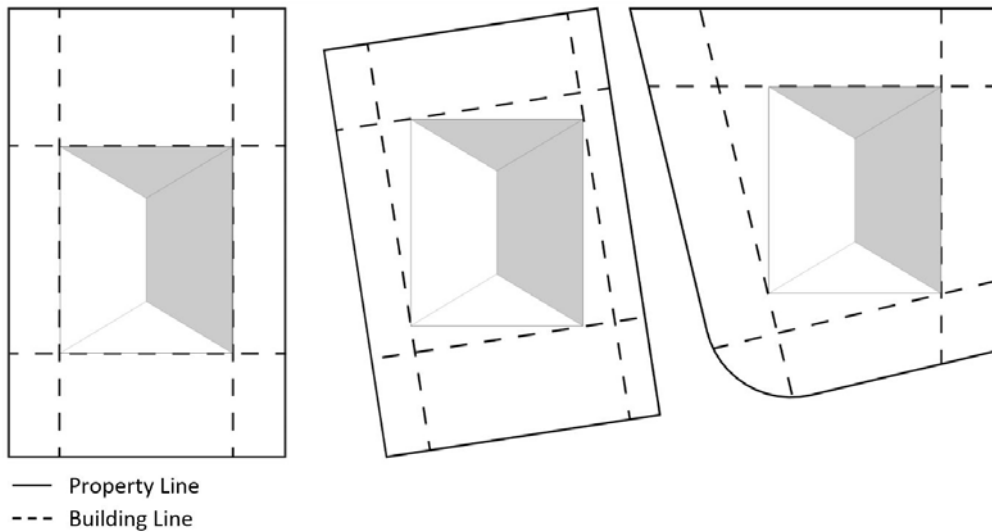
**Suggested motion:**

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

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

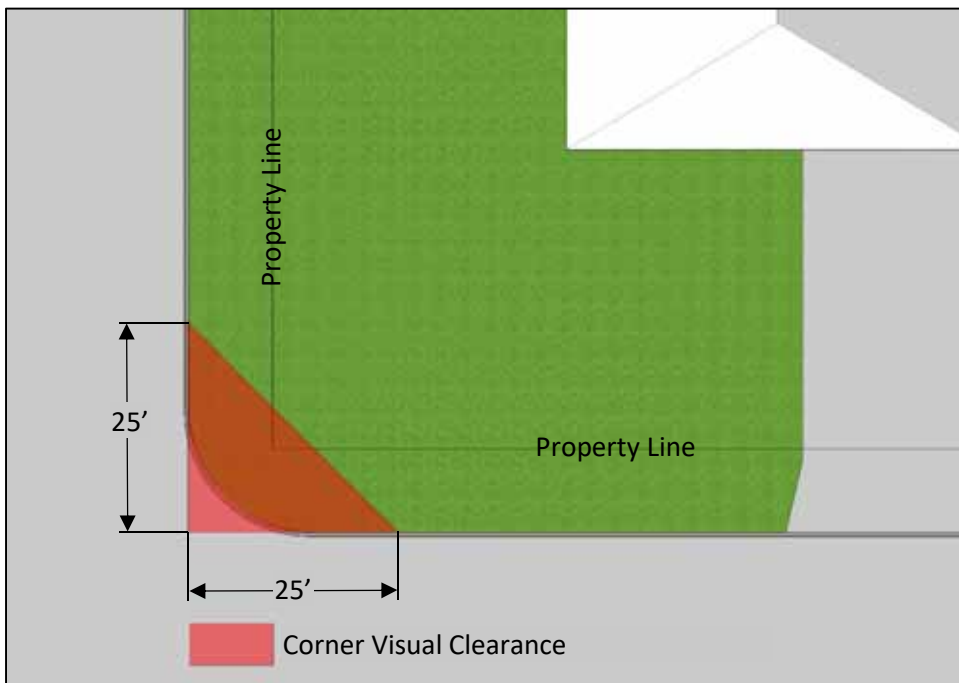
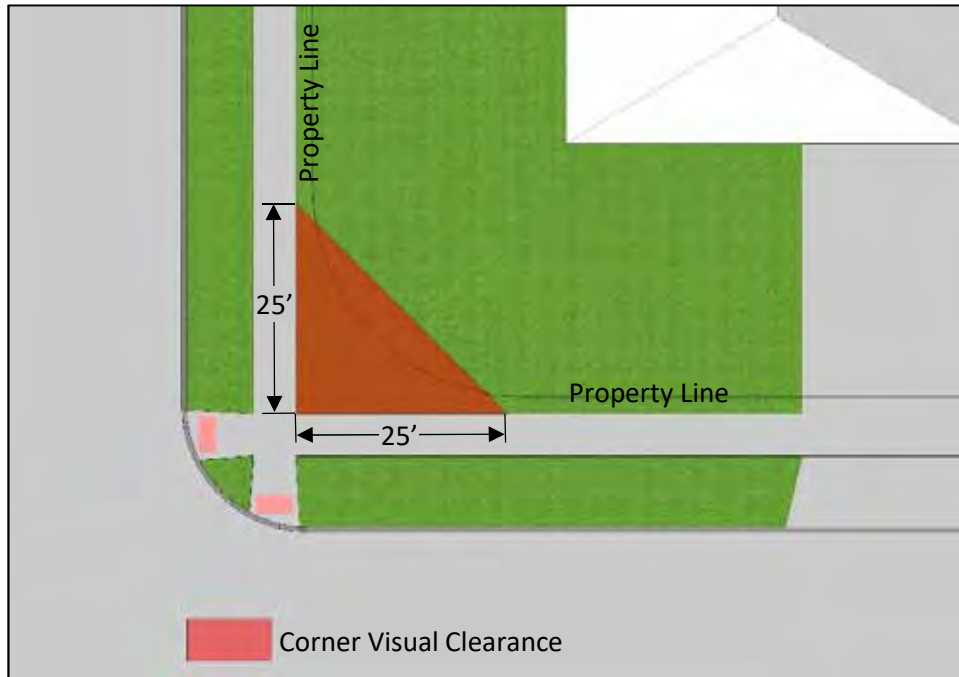
"Buildable ~~width~~ area" means the distance between the required side yard lines portion of a lot, excluding required yards, where a structure or building improvements may be erected.

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



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

### Corner Visual Clearance



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

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

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

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

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

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

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

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

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

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

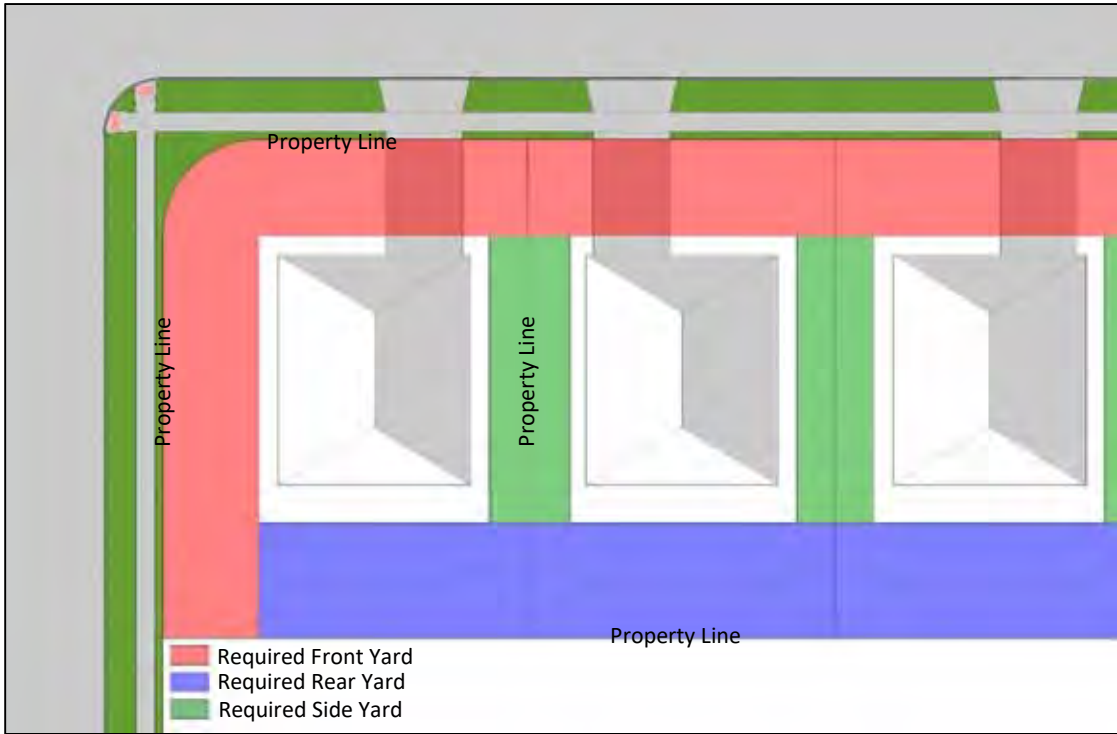
~~“Yard line, side” means a line parallel to the side lot line and as far from the side lot line as required by this code.~~

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

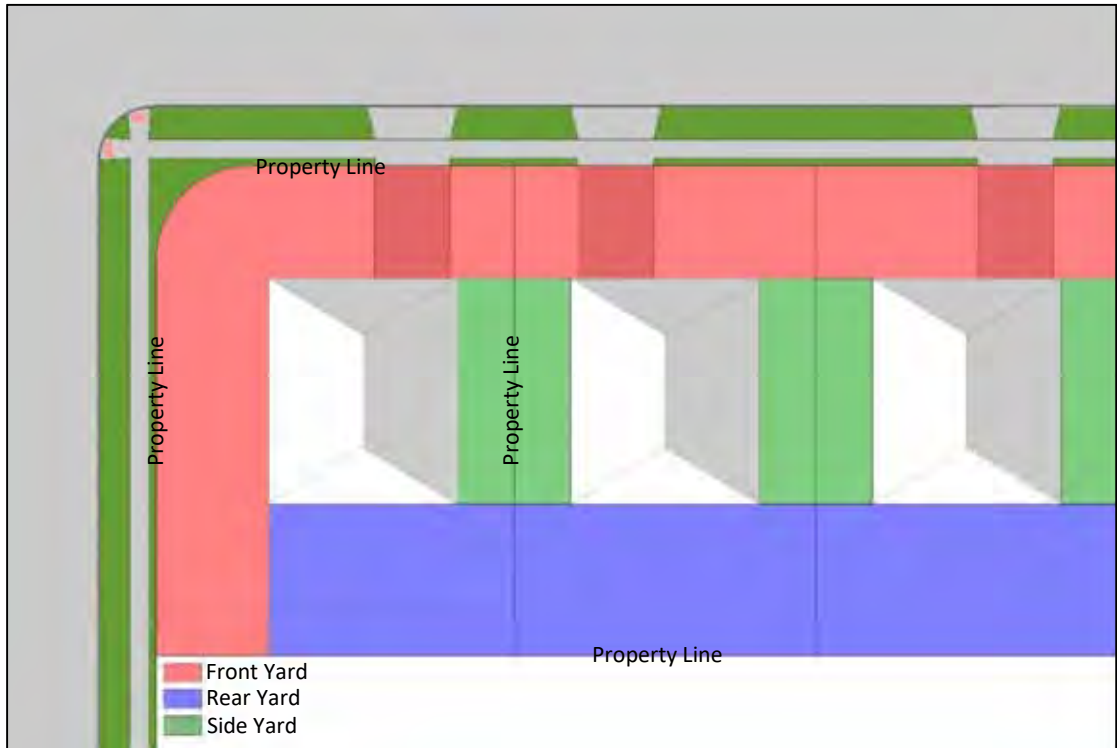
~~“Yard, required side” means the required area from the front yard line to the rear yard line and from the side yard line to the side lot line required minimum distance per the zoning district that a principal building must be located from the side lot line.~~



Required Yard



Yard



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



~~11.—Rear Yard Exceptions.~~

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

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

~~(2)—Gutters and downspouts;~~

~~(3)—Awnings and canopies;~~

~~(4)—Bay windows;~~

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

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

~~C.—Air conditioning equipment.~~

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

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

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

~~A.—Church spires and steeples.~~

~~B.—Belfries.~~

~~C.—Monuments.~~

~~D.—Ornamental towers and spires.~~

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

~~F.—Chimneys.~~

~~G.—Smoke stacks.~~

~~H.—Flagpoles.~~

~~I.—Silos.~~

~~J.—Windmills.~~

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

~~L.—Elevator and stairway bulkheads.~~

~~M.—Air conditioning equipment.~~

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

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

~~P.—Fire towers.~~

—Yards Exhibit



Notes for internal lots – with lots on both sides:

1. Required yard widths are measured from the lot lines inward toward the interior of the lot. They establish the maximum area for the principle structure.
2. Front and Rear Yards are established across the width of the lot, then side yards extend between the two.
3. The required setbacks apply to the outermost edges of the structure in all directions. This exhibit demonstrates a rectangle created by applying that principle.
4. Homes are almost always built as close to the street as possible, so the Front Yard is very seldom deeper than the Required Front Yard.
5. Side Yards are frequently not much wider than the Required Side Yard.



Notes for corner lots:

1. Required yard widths are measured from the lot lines inward toward the interior of the lot. They establish the maximum area for the principle structure.
2. Front and Rear Yards are established across the width of the lot, then side yards extend between the two.
3. The required setbacks apply to the outermost edges of the structure in all directions. This exhibit demonstrates a rectangle created by applying that principle.
4. Homes are almost always built as close to the street as possible, so the Front Yard is very seldom deeper than the Required Front Yard.
5. Side Yards are frequently not much wider than the Required Side Yard.
6. Corner lots have some special conditions:
  - a. Lots side-lying on a corner is considered a front yard.
  - b. Since there are two front yards on corner lots, either of the two remaining yards may be designated by the builder as the Rear Yard, and the remaining side will be the single Side Yard.
  - c. There is a Center Visual Clearance area at the corner that may be obscured by fences, plantings, or other improvements, to minimize accidents at the street intersection.
  - d. Chain-link fences are restricted in both front yards.

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

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

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

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

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

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

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

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

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

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

#### **169.12 DESIGN STANDARDS**

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

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



## Ryan Rusnak

---

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

Will do.

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



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

*Messages to and from this account are subject to public disclosure unless otherwise provided by law.*

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

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Yes, please share our comments with P and Z.

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

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

Thank you for your help.

Coleen and Art Chipman

---

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

Arthur and Coleen,

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

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

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

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



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

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

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Attn: Ryan

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

Our suggestion:

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

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

Sincerely

Arthur and Coleen Chipman

---

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

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

**To:** Coleen Chipman

**Subject:** Accessory building code amendment

Art and Coleen,

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

Underlined is proposed language, strikethrough is deleted language.

Essentially we are proposing a sliding scale for detached garages.

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

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

Over 1 acre – 1,400.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) ~~Within any easement.~~

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

D. Maximum building height of 15 feet.

**ORDINANCE NO. 2020-14**

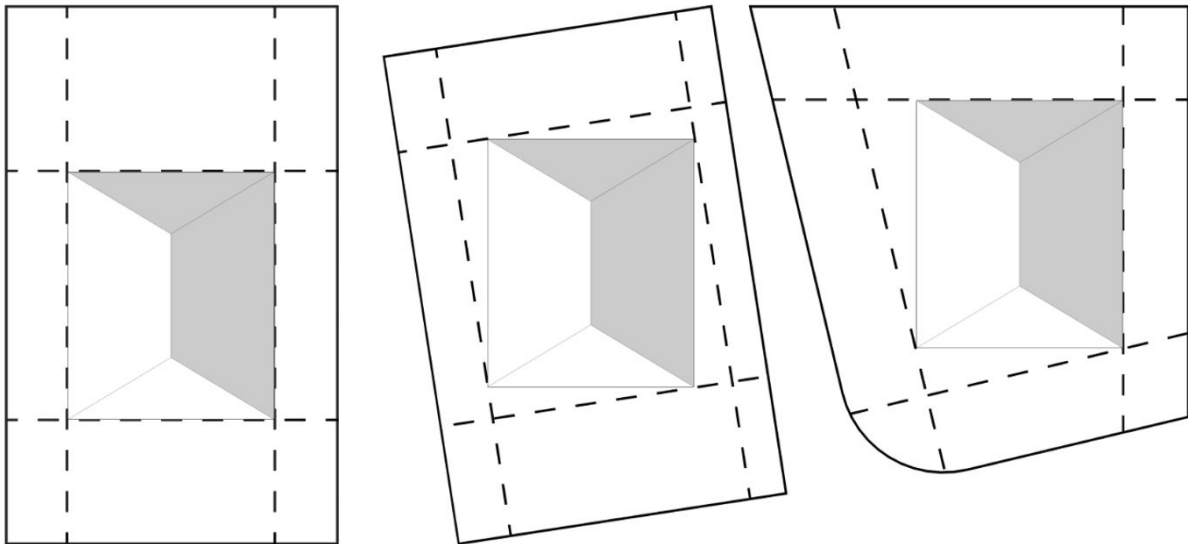
**SECOND CONSIDERATION OF ORDINANCE NUMBER 2020-14, AN ORDINANCE REVISING AND UPDATING CHAPTERS 167 AND 169 OF THE CITY ZONING CODE TO MODIFY CERTAIN DEFINITIONS, PERMISSIBLE ACCESSORY BUILDING SIZE AND PLACEMENT, YARD, HEIGHT AND COLOR RESTRICTIONS, AND RESOLVING CONFLICTS BETWEEN EXISTING SETBACK PROVISIONS**

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

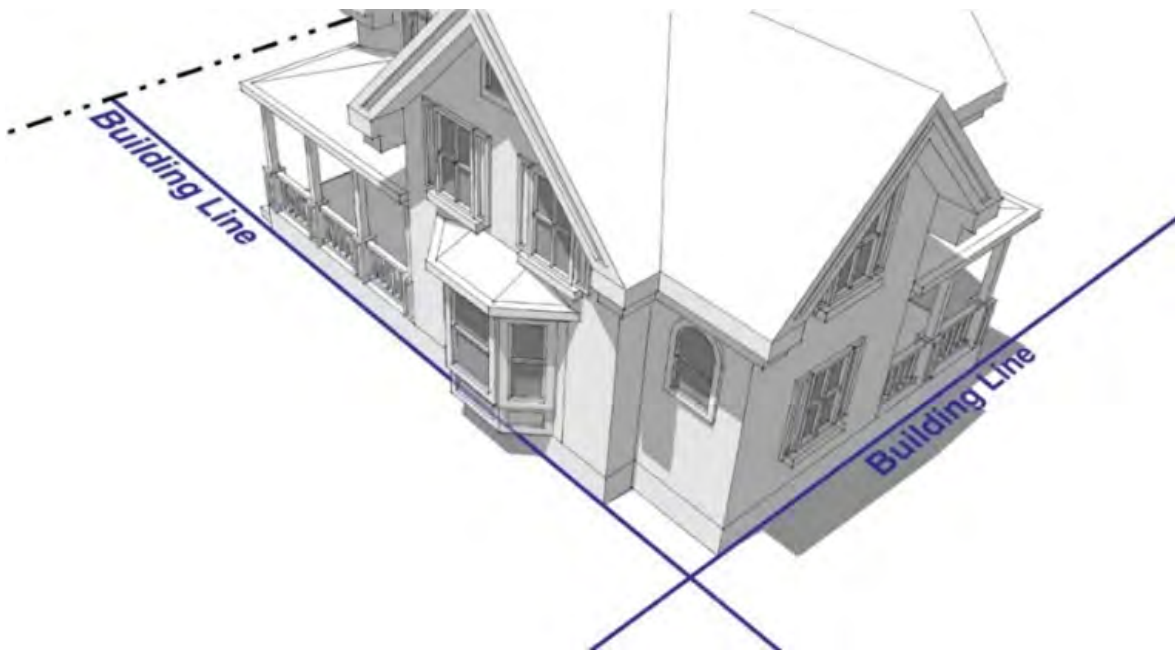
**SECTION 1. AMENDMENT.** That Section 167.01 of the Code of Ordinances of North Liberty, Iowa, entitled "Definitions" (existing definitions for "buildable width", "building line", "corner visual clearance", "garage private", "lot, irregular", "lot width", "setback", "yard", "yard, front", "yard line,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

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

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



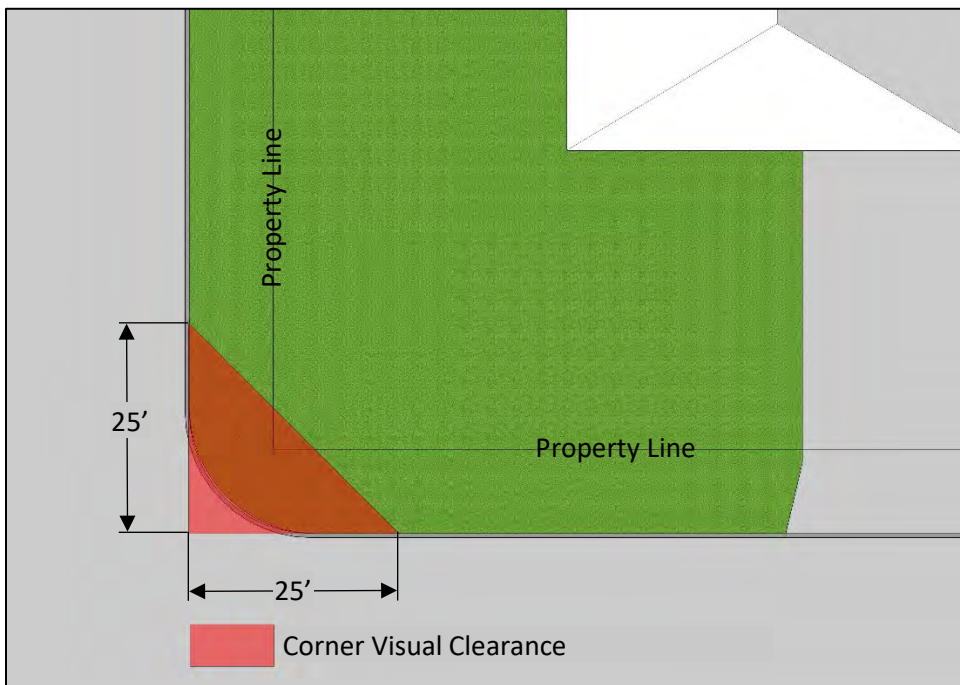
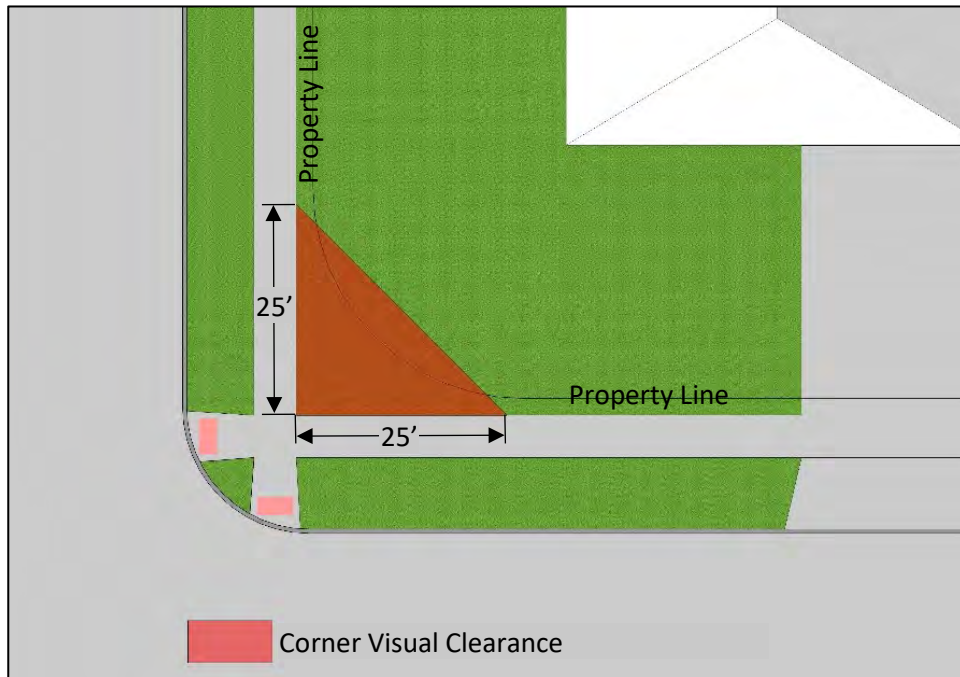
— Property Line  
--- Building Line





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

Corner Visual Clearance



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

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

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

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

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

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

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

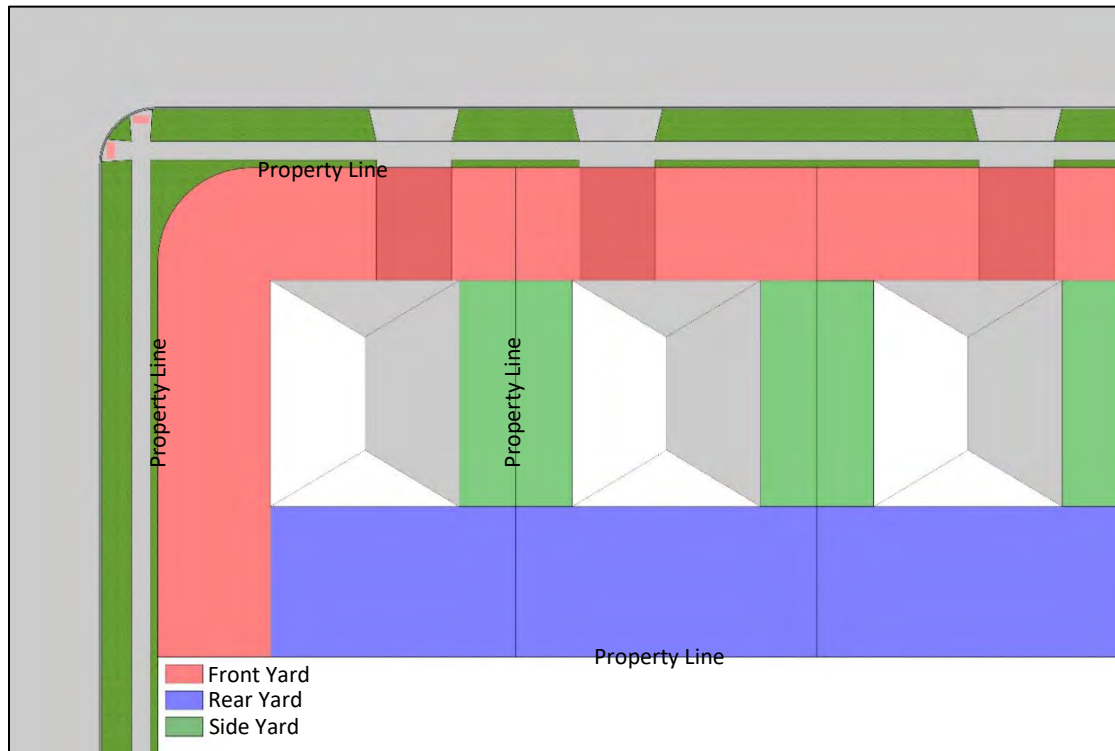
"Yard, required rear" means the required minimum distance per the zoning district that a principal building must be located from the rear lot line.

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

### Required Yard



### Yard



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

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

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

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

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

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



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

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

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

**169.08 SUPPLEMENTAL YARD AND HEIGHT REGULATIONS**

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

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

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

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

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

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

#### **169.12 DESIGN STANDARDS**

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

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

**SECTION 5. REPEALER.** All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 6. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**SECTION 7. SEVERABILITY.** If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 8. WHEN EFFECTIVE.** This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.



First reading on September 22, 2020.

Second reading on October 13, 2020.

Third reading on \_\_\_\_\_.

CITY OF NORTH LIBERTY:

\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

ATTEST:

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

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

I certify that the forgoing was published as Ordinance No. 2020-13 in the *North Liberty Leader* on \_\_\_\_\_.

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



# **Additional Information**

## Field Report: 010

October 13, 2020

Access Center

18.040

Authored by: Bob Gassman - Neumann Monson Architects

### Site Observations

Date of Visit: October 13, 2020

Time of Visit: 10:00 AM

Weather: Sunny

Project Status: approx. 80% Complete

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### Notes and Observations:

#### 1) Site Work

- a. Landscaping is being installed around the site, including trees and other plantings.



- b. The Transformer pad has been installed at the west side of the site.



## Field Report

- c. Many trees have been installed around the site. However, the trees at the back respite area are leaning beyond acceptable tolerance and need to be repositioned and staked.



- d. Patio canopy is not yet bolted down. Currently, the canopy is set below grade on the foundation and is not situated at the installation height. The foundation should be level with the patio paving and bolted at this height.



- e.

## Field Report

- f. Foundation for monument sign is installed and ready for sign placement. Piers for parking lot lights are ready for light installation.





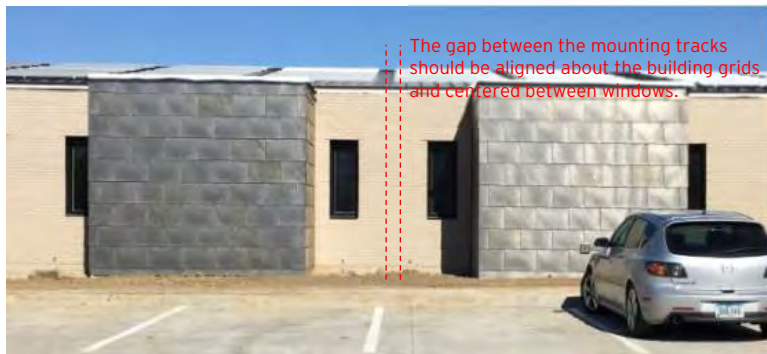
## Field Report

### 2. Building Exterior

- a. Weathering steel panels have been installed on the south and east sides of the building (dark grey material). These panels will weather to be a dark, brownish metal.



- b. Mounting tracks for the rooftop photovoltaic array have been installed across the top of the roof. However, it was noted that these tracks are not installed to the correct alignment per the Construction Drawings and Shop Drawings. These mounting tracks need to be adjusted.



## Field Report

- c. The center walkway between the photovoltaic array should be centered about the building grid and centered between windows. The mounting system will need to be adjusted.



- d. A sample caulk joint has been applied to test colors.



## Field Report

- e. Metal panel installation is nearing completion on the south side of the building.



- f. Junction boxes for card readers were unnecessarily installed outside of each exterior door. The boxes have been removed and patched to provide a continuous air barrier.



## Field Report

- g. Repair should happen at locations where utilities are installed in the brick.



- h. Drainage mat is being installed on the north wall in preparation for metal panel installation.





## Field Report

- i. The roof has been installed on the storage shed and door frames have been installed and painted to match adjacent weathering steel cladding.



- j. Metal panel is installed on the east side of the building and installation is continuing over the clerestory windows to the north.





## Field Report

- k. Brick expansion joints should be installed per industry standards. This joint has continuous courses near the base that need to be cut.



- l. Exterior louvers in masonry walls need gaps filled around perimeter and sealed.



- m. Brick lattice is installed at the Shelter patio. Exterior metal at masonry lintel should be painted to match brick color.



## Field Report

- n. Many of the window heads have excessive space above the windows frames. It seems like the frames may be too short for these openings.



- o. Curtainwall entry system has been installed at the main entrances. The roofing edge metal system still need to be installed. Black edge metal will be installed above the curtainwall, and matching weathering steel edge metal will be above the metal panel.



## Field Report

- p. Framing for mechanical rooftop screen installed. Ducts still require insulation.



- q. Rooftop penetrations wrapped with roofing membrane and flashing.



- r. Primary and overflow roof drains installed.



## Field Report

- s. Roof flashing along the top of the clerestory windows is installed. Flashing seems to be pulling away along the entire length and should be reassessed by air barrier installer and window installer.



- t. Roof membrane has been upturned and installed below the clerestory windows with a termination bar and sealant. A counterflashing should be installed over the termination bar.





## Field Report

- u. Along the high peak of the roof, some areas of underlayment seem damaged and should be reassessed and repaired.



- v. Solar panels are currently stored in the parking lot.





## Field Report

### 3. Building Interior

- a. Roof drains in the Shelter have been fire-sealed and are ready for reinspection.



- b. Resilient channels have been installed in the corridors and are awaiting installation of the gypsum board ceiling. Mechanical dampers still need to be installed throughout (ducts with blue dust cover). Temporary access points may be left in the gypsum ceiling to allow for damper installation.



## Field Report

- c. Many rooms are installed with finished gypsum board and are ready from primer and paint.



- d. Mechanical diffusers are installed in the Sobering room. This room and many others are finished with primer.



## Field Report

- e. Mechanical diffusers are installed in the Day Room. This room and many others are finished with primer.



- f. Rooftop mechanical ducts have been installed. A window screening film should be considered at the Mobile Crisis location to obscure the views of this mechanical equipment. The day room may also need a window film.



## Field Report

- g. Horizontal chase to be provided in accessible sleeping room to conceal overhead piping.



- h. Gypsum board installed on walls and ceiling in Nurse Station. Temporary Access hole left in ceiling to complete mechanical installation.



## Field Report

- i. Mechanical systems continue to be installed and connected in the mechanical room.



- j. Storefront doors are being stored in the shell space until installation.



Distribution: Submittal Exchange





To North Liberty Mayor and City Council Members  
CC City Administrator Ryan Heiar  
From Fire Chief Brian Platz  
Date October 21<sup>st</sup>, 2020  
Re Fire Department Report to Council – October 2020

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The application process for our new training officer position has concluded and I'm excited to report that we have four viable candidates. We will look to interview sometime in the first week of November with a selection shortly to follow. It's our hope that the selected candidate will start on January 11<sup>th</sup>. This position will be impactful for daytime response, training development/delivery, and code enforcement.

The department is also engaged in a recruitment drive for both paid per call firefighters (volunteer) and part time firefighters. The part time application process has closed with seven applicants. Three of the applicants are internal with the remaining applicants coming from outside the department. We hope to test and interview these candidates with the intent of creating a hiring list. This list will come in handy for openings within our part time group or should we need to expand on the part time program. We continue to accept applications for the paid per call firefighters and will be closing that process in the near future. New paid per call firefighters will likely not start until February, following the hiring of the training officer position. On a side note, out of our last class of 11 firefighters, 10 of those firefighters remain a part of the organization. Proof that our current system of recruitment is solid and moving the right direction.

This is the time of year that the department is in the throes of hosting tours, providing fire prevention outreach, and helping schools and organizations with fire drills. October provides the fire service with a spotlight to engage the community with education and outreach. This year, due to the pandemic, we have had to look at this a bit differently. No public encounters, no tours, and no school visits. We are doing our best to balance exposure, at the same time look for new ways to provide these types of services. This year, Captain Mike Johnston, along with a few firefighters, Sparky the fire dog, and some help from our friends in the communications division, produced video messaging that was provided to the elementary schools. The videos can be viewed at <https://vimeo.com/northliberty/download/464004224/c8a2ffa9b8> and <https://vimeo.com/northliberty/download/464004982/b8da640311>.

Each year as the weather changes, we see an uptick in smoke detector maintenance calls. This mainly comes in the form of residents requesting assistance with changing detector batteries. In the past we have provided this service for the elderly and the disabled. Due to the pandemic, we continue to abstain from providing this service when someone calls the department with a request. While this activity provides an opportunity to serve our community, and garners a significant amount of good will, it does increase exposure to both the resident and the response system. As COVID cases continue to rise, we feel that its best to continue the practice of having the resident contact an electrician to assist them with this activity. Rest assured, if we are called out via the joint communications center, we will respond and assist as necessary. We all look forward to a day when we can get back out amongst the community and provide the personal services that we did in the past.



# North Liberty Fire Department 2020 Monthly/YTD Response Report

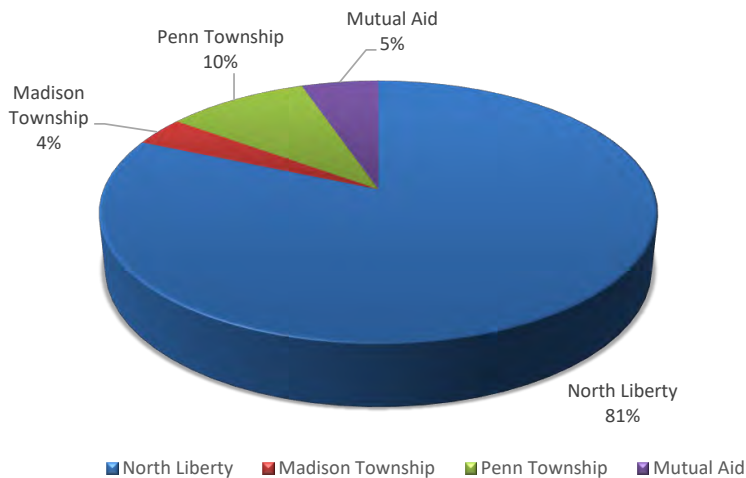
## North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	115	102	96	85	79	82	106	138	110				913	81.45%
Madison Township	6	2	5	4	6	7	4	4	2				40	3.57%
Penn Township	11	11	6	16	5	11	11	29	9				109	9.72%
Mutual Aid	8	6	4	7	8	8	5	9	4				59	5.26%
<b>Total Responses</b>	<b>140</b>	<b>121</b>	<b>111</b>	<b>112</b>	<b>98</b>	<b>108</b>	<b>126</b>	<b>180</b>	<b>125</b>				<b>1121</b>	

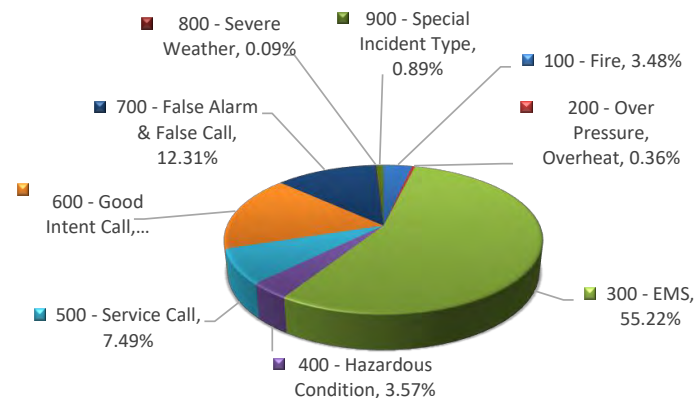
## North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	3	2	2	7	3	4	9	5	4				39	3.48%
200 - Over Pressure, Overheat			1	1			1	1					4	0.36%
300 - EMS													619	55.22%
400 - Hazardous Condition	4	4	4	3	4	4	1	15	1				40	3.57%
500 - Service Call	14	6	7	5	8	7	9	12	16				84	7.49%
600 - Good Intent Call	27	22	22	28	15	17	9	30	16				186	16.59%
700 - False Alarm & False Call	13	12	21	14	13	11	16	23	15				138	12.31%
800 - Severe Weather								1					1	0.09%
900 - Special Incident Type	1		1	2	1	1	1	3					10	0.89%
<b>Total Responses</b>	<b>140</b>	<b>121</b>	<b>111</b>	<b>112</b>	<b>98</b>	<b>108</b>	<b>126</b>	<b>180</b>	<b>125</b>				<b>1121</b>	

2020 District Responses YTD  
(Rounded Percentage)



2020 Type of Incidents YTD  
(Percentage)





# North Liberty Fire Department 2020 Monthly/YTD Response Report

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

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
<b>Total Responses for Month</b>	140	121	111	112	98	108	126	180	125	0	0	0	1121		
Average Responders per Incident	5.6	4.3	4.3	4.6	4.4	5.2	4.8	5.9	4.7				4.4		
# Incidents with 2 or less Responders	13	19	18	13	8	5	12	12	5				105		
% Incidents with 2 or less Responders	9.3%	15.7%	16.2%	11.6%	8.2%	4.6%	9.5%	6.7%	4.0%				9.4%		
# Incidents with No NLFD Response	1	0	0	0	0	0	0	2	0						
# Incidents Cancelled Enroute or Prior to Arrival	15	19	15	19	9	12	4	21	11				125	11.15%	
# Incidents Cancelled by JCAS	6	8	5	4	3	5	4	7	2				44	35.20%	
# Incidents Cancelled by JECC	3	4	3	4	0	1	0	6	3				24	19.20%	
# Incidents Cancelled by Law Enforcement	2	2	4	6	1	4	0	1	2				22	17.60%	
# Incidents Cancelled by Fire Department	4	5	3	5	5	2	0	7	4				35	28.00%	

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

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
<b>Total Emergent (Lights &amp; Sirens) Responses for Month</b>	78	75	67	54	50	65	74	108	67						
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admii	9	10	4	4	3	4	9	15	7						
# of Incidents with Turnout Time 2 Minutes or Less - PT	5	16	11	7	7	10	6	19	5						
# of Incidents with Turnout Time 2 Minutes or Less - Total	14	26	15	11	10	14	15	34	12						
% Incidents with Turnout Time 2 Minutes or Less	17.9%	34.7%	22.4%	20.4%	20.0%	21.5%	20.3%	31.5%	17.9%						
90th Percentile Turnout Time - (Minutes) Part-Time	2:49	2:13	2:32	3:30	2:40	3:01	3:16	2:49	3:03				2:56		
90th Percentile Turnout Time - (Minutes) Paid Per Call	7:34	8:58	9:09	8:42	8:17	8:42	7:11	8:42	8:28				8:40		

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

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

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	2	2		3	2	2	4	2	2				19	1.69%	
Auto Aid - Iowa City (52003)	1	1	1	1			1						5	0.45%	
Auto Aid - Solon (52008)	2	1	1	1	3	3							11	0.98%	
Auto Aid - Swisher (52009)	3	2	2	2	3	2		7	2				23	2.05%	
Mutual Aid - Other Fire Departments						1							1	0.09%	
<b>Total Responses</b>	8	6	4	7	8	8	5	9	4	0	0	0	59	5.26%	

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

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1		2	4			3	3	3				16	1.43%	
Auto Aid - Iowa City (52003)	1												1	0.09%	
Auto Aid - Solon (52008)	1		2	4			3	5	3				18	1.61%	
Auto Aid - Swisher (52009)	4	1	3	3	3	4		1					19	1.69%	
Mutual Aid - Other Fire Departments	1							3					4	0.36%	
<b>Total Responses</b>	8	1	7	11	3	4	6	12	6	0	0	0	58	5.17%	



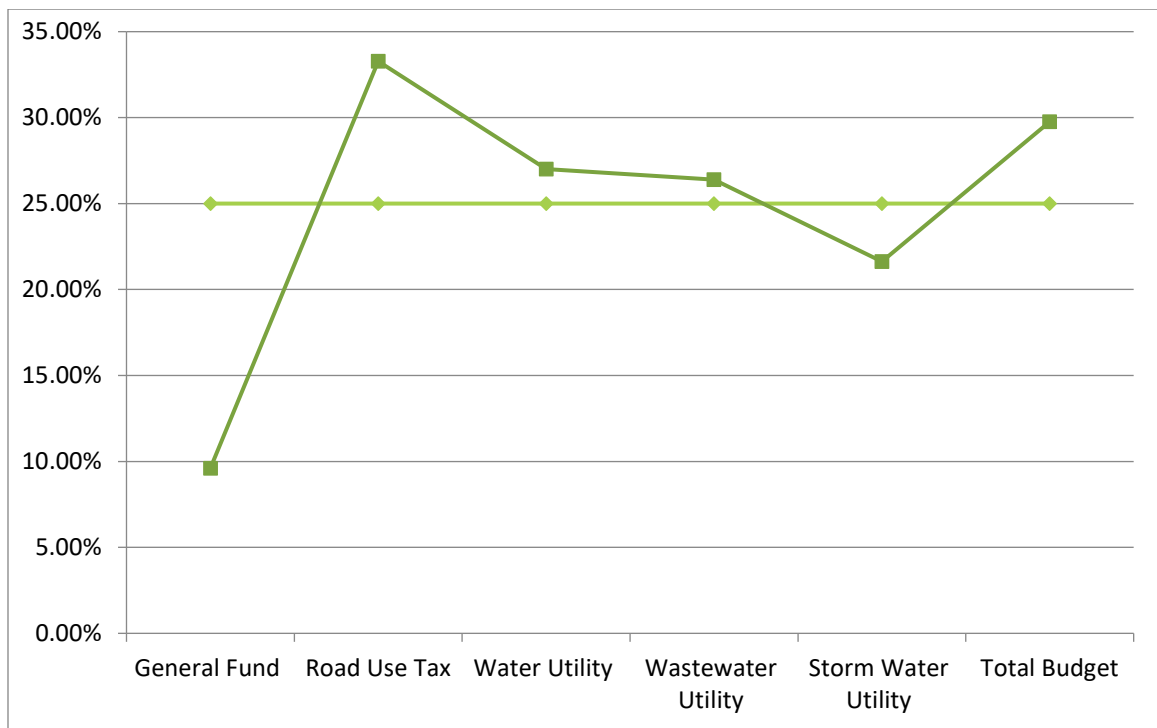
## Financial Report

September 2020

City staff are pleased to submit the unaudited monthly financial report for the month of September 2020. At the end of the month, the City was 25.0% through the budget year. Total revenues received for the month were \$2,689,825. Total expenditures for the month were \$3,386,848. The total cash balance at the end of the month was \$18,078,203.

### Revenues

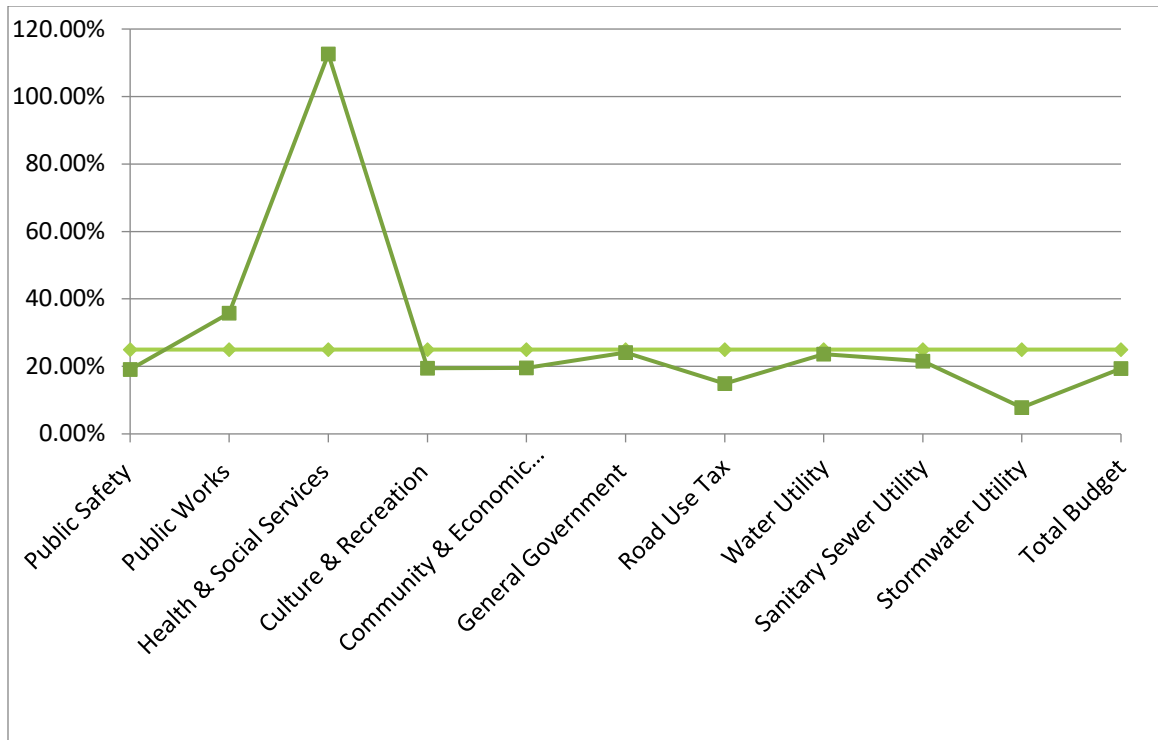
The following chart demonstrates the condition of the City's budgeted revenues as of September 31, 2020:



Overall revenues for the fiscal year to date are \$16,945,343, 30% of the budgeted amount. Road Use Taxes are ahead of the budgeted projection. Bond proceeds were received in July adding to the revenues for the year.

### Expenditures

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



Year to date total expenditures are \$11,144,121 or 19% of the projected budget amounts.

All expenditures are on track other than Social Services as all grants are made in July and Public Works for trash and recycling expenses expanding faster than projected.



## Treasurer's Report

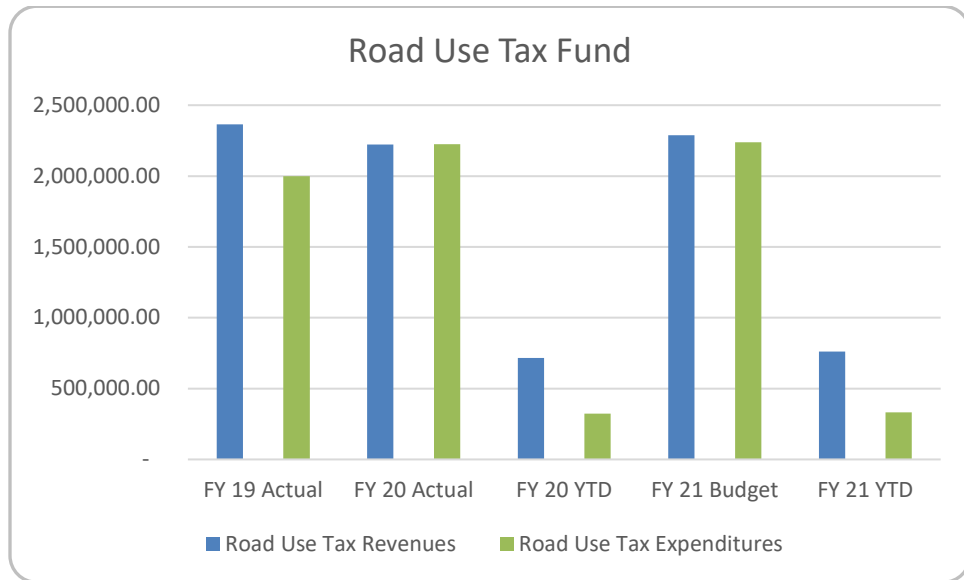
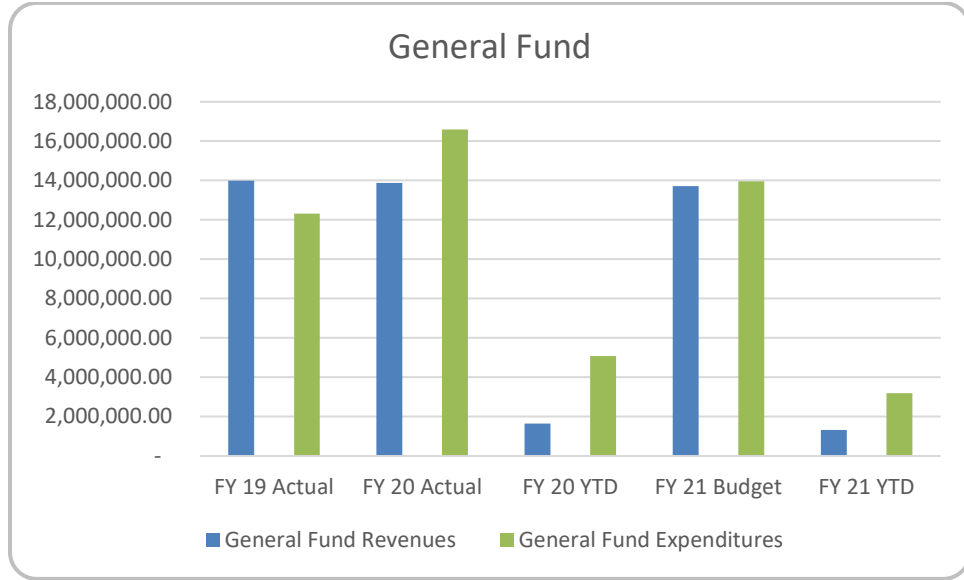
Following is the Treasurer's Report for September. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 3,637,994. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those funds obligated for future specific types of expenditures.

**CITY OF NORTH LIBERTY  
TREASURER'S REPORT  
September 30, 2020**

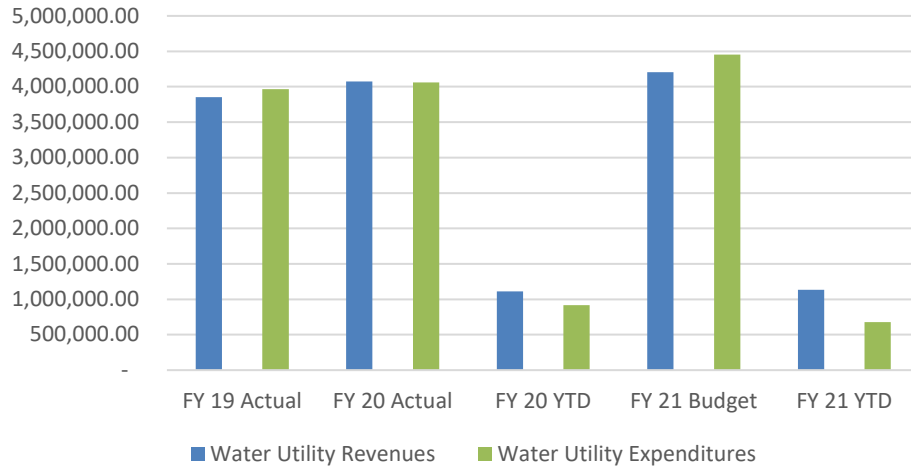
FUNDS	BALANCE FORWARD 09/01/2020	REVENUE	EXPENSE	BALANCE ENDING 09/30/2020
GENERAL	7,524,313.09	706,441.85	1,479,676.76	6,751,078.18
SPECIAL REVENUE	3,907,456.66	622,913.80	100,960.56	4,429,409.90
DEBT SERVICE	1,190,518.90	49,428.76	0.00	1,239,947.66
CAPITAL PROJECTS	-4,604,141.51	109.79	521,983.35	-5,126,015.07
WATER ENTERPRISE	4,115,960.52	539,436.13	389,604.63	4,265,792.02
WASTEWATER ENTERPRISE	6,574,629.46	634,206.13	884,101.01	6,324,734.58
STORM WATER ENTERPRISE	187,689.28	16,619.00	11,052.39	193,255.89
<b>TOTAL</b>	<b>18,896,426.40</b>	<b>2,569,155.46</b>	<b>3,387,378.70</b>	<b>18,078,203.16</b>

### Summary Charts

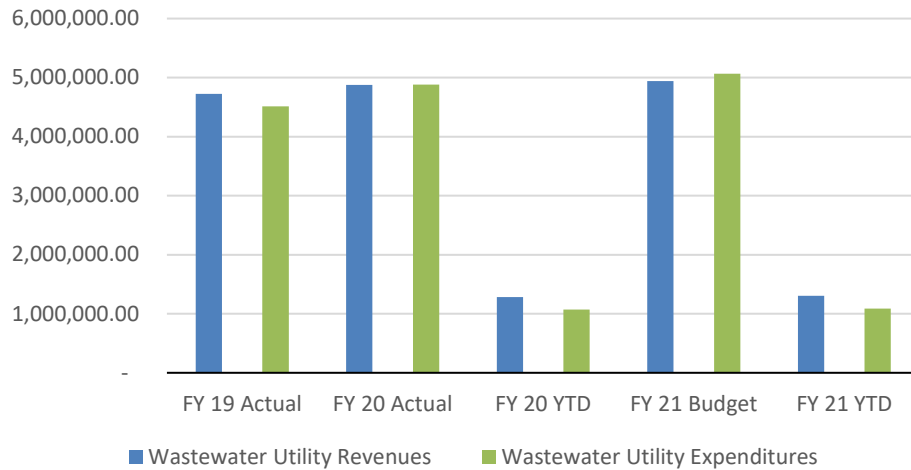
Following are comparison charts of revenues and expenditures for the past two fiscal years, this fiscal year's budget and this fiscal year to date.

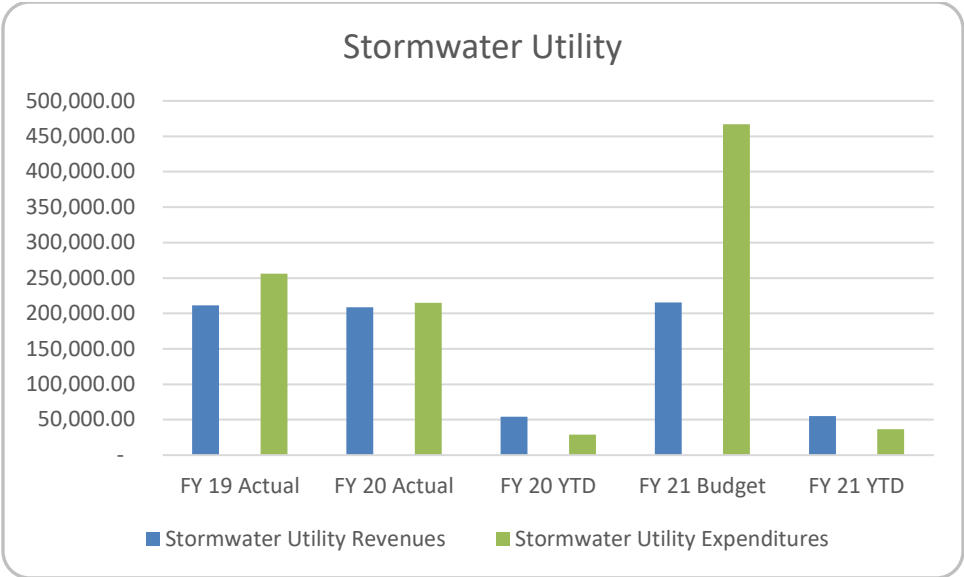


### Water Utility



### Wastewater Utility





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



# Social Justice & Racial Equity

## WHAT ARE THE NEXT STEPS?

### Ideas to move the Community forward...

*UPDATED: October 23, 2020*

- Host a series of community conversations to solicit feedback and ideas as well as provide a space for residents to share their stories
  - [Hosted six listening posts in late July/early August.](#)
- Consider more City outreach opportunities with the community, including training, programming, and/or education opportunities through the library and recreation departments.
  - [Produced Eye on North Liberty: A conversation between City Administrator and Police Chief regarding equity and social justice.](#)
  - [Coordinated public access to the web course "Walking on Eggshells, Stepping on Toes."](#)
  - [Senior Connections Virtual Lunch held four facilitated race relations discussions called "Where are we, where are we going, and what can we do about it?" with lawyer Jeff Milton, including follow up emails with resources.](#)
  - [Offering equity training - Humanize My Hoodie - in partnership with the Business Partnership in January.](#)
  - [Implementing the Great Neighborhoods Initiative: currently recruiting Neighborhood Ambassadors to serve as liaisons between neighborhoods and the City.](#)
  - [Producing a series called I Remember When, a first-person storytelling project to help North Liberty talk about issues or transformative experiences, through which individuals come to a new or an altered sense of identity, are tested or show strength through adversity.](#)
  - [Implemented a new community policing practice where officers are assigned to areas of the community for one-year in order to build relationships and provide a familiar face in the neighborhood.](#)
  - [In partnership with various other groups, coordinating "NESTS" for students who need additional assistance with virtual learning; allocating city resources \(staff, facilities, and vans\) for this program.](#)
  - [Hosted embody|embrace, a conference celebrating diversity and inclusion, in January and planning for the 2021 event, which will focus on international cuisine.](#)



- The Library is seeking grant funds to host quarterly community conversations – training on facilitation. Proposed community conversation dates and topics are:
  - January 2021 – Title TBD (Diversity Roundtable)
  - April 2021 – Spring Into Wellness (Health Roundtable)
  - August 2021 – Back to School Safely (Education Roundtable)
  - December 2021 – 2021 Roundtable Reflections
- Hosting Love, Light, and Lit, a weekly Facebook Live sessions focused on a diverse array of topics such as cultural recognition months, wellness, mindfulness, and celebration of literacy.
- North Liberty employees serve on various boards and in organizations that address equity/inclusion:
  - 100+ Women Who Care
  - 100+ Men Who Care
  - Community Foundation of Johnson County
  - Community Partnership for Protecting Children (CPPC)
  - Disproportionate Minority Contact (DMC) committee:
  - Girls on the Run
  - ICCSD Foundation
  - Johnson County Children’s Movement
  - Johnson County Juvenile Justice & Youth Development Policy Board
  - North Liberty Community Pantry
  - Salvation Army of Johnson County
  - Shop with a Cop
  - Toys for Tots
  - United Way of Johnson and Washington Counties
- The library went fine free in 2020 as such fees disproportionately impact lower-income families and individuals and becomes a barrier to use of a library.
- The library added several titles to its diversity and inclusion in the youth collection and added subjects to make those titles more accessible.
- The library is conducting an in-depth diversity audit of several areas of the library’s collection with the purpose to ensure materials that reflect the diversity in the community and also provide a window to world views are available.
- Regular meetings or open house type events with city departments
  - Great Neighborhood Initiatives program will incorporate city department outreach.
- Provide and require more frequent diversity & inclusion training for staff.

- Currently require one training session for city employees each year; offering numerous non-required training opportunities, and looking to expand required and optional trainings
- PD moved up implicit bias training; new state law requires additional annual PD training
- Police officer attended Implicit Bias instructor school at ILEA.
- Staff has recently participated in the following webinars or training activities:
  - Ryan Dowd Homelessness Training
  - A presentation by Robin DiAngelo, Author of White Fragility
  - Officers & Social Workers
  - Essential Knowledge for Dealing with Systematic Racism
  - Taking a Closer Look at Systematic Racism and Police Reform
  - Culturally Responsive Communication
  - White Privilege by Dr. Eddie More
  - Race and Police/Prosecutors
  - Historical perspective on Anti Black Violence
  - Engaging the Community In Selecting Public Safety Officers
  - Culturally Responsive Communication: An Imperative in the 21st Century
  - Advanced Implicit Bias
  - Race: The Power of An Illusion
  - OUCH! That Stereotype Hurts
  - LGBTQ 101 and 201
  - Humanize My Hoodie Ally Workshop
  - Dealing w/ Racist Family, Friends, Coworkers
  - Anti-Racist & Seeking Repair
  - Toxic Employees-Toxic Workplace
  - Overcoming Unconscious Bias
  - Groundwater workshop
  - Unconscious Bias in Hiring Practices
  - Teaching Black HERstories Through Children's Literature
  - Rural Libraries Create Pathways to Civil Legal Justice
  - Welcoming and Inclusive Libraries: Serving the LatinX Community
  - LGBTQ+ Health information Access: What's lacking, What's Working & How Libraries Can Help (NL staff presented)
  - Changing the Behavior Game (NL staff presented)

- The Inclusive Aquatics Inventory
  - Uncertain Times
  - Equitable Aquatics – Aquatic Accessibility for All.
  - 7 Ways to Disrupt the Normative Narrative in American History
  - Disability Language and Etiquette
  - (Trans)gender-Affirming Library Practices: From
  - Refugees & Libraries
  - Dementia and Alzheimer's: Compassionately and Effectively Working with People with Dementia
  - I want to be an ally: What do I need to know?
  - NAACP's Iowa Summit On Justice & Disparities
  - Confronting Hard History
- Management and various staff are participating in the 21-Day Equity Challenge.
- Partner with local government organizations
  - Staff is currently collaborating with surrounding local government organizations to offer area wide employee equity and inclusionary training
- Collect additional police data with the objective to evaluate and address potential disparities.
  - 2019 data has been collected and presented.
- Develop a regular police data-sharing mechanism, building on existing public monthly reports, for additional transparency.
  - A data sharing mechanism has been created; NLPD will report annually.
- Work with vendor to upgrade police data tracking software.
  - Chief Venenga and other jurisdictions are working with a vendor to enhance tracking capabilities; hopeful for 2021 implementation.
- Contract for an external audit and study of traffic stops and searches.
  - A contract with Dr. Chris Barnum (<https://www.sau.edu/chris-barnum>), analyzing traffic stop data is on the October 27 agenda.
- Enhance partnerships with NAACP and other entities.
  - Chief Venenga has established a relationship with the local NAACP President; the President has agreed to review, mediate and provide guidance when race/equity issues or complaints are received; also discussing other partnership opportunities such as Know Your Rights and juvenile interaction with police officers workshops, city wide diversity training, and a Community Police Relations Ordinance; Chief Venenga has also been communicating with a mother's group known as We Rise Above.

- The local NAACP President accepted an invitation to attend the Police Department's in-house implicit bias and verbal de-escalation training in November.
- Explore ideas and best practices to increase diversity within the City workforce
  - The City's HR Director is exploring best practices with colleagues; the NAACP has agreed to share all city job announcements with their members; to-date three full time job listings have been shared with the NAACP.
  - Staff is developing interview questions around inclusivity and cultural competency to ensure all potential employees share these values.
- Recruit social services organizations to have a location in North Liberty
  - The Ranshaw House construction project is underway and slated to be completed in spring 2021; staff is in discussions with United Way about scheduling social services for the facility; seeking funds to help furnish the building with office furniture.
- Establish a Community Police Review Board to incorporate citizen input on policing practices and review incidents
  - See note above regarding the NAACP assisting in review of issues/complaints.
- Establish a Mayor's Youth Leadership Council.
  - In February, the City Council established a goal to assemble a youth Council. Staff will seek further direction from Council and begin working on this goal in early 2021.
- Consider unarmed Community Service Officers.
  - The Chief is developing a part-time job description for a public relations officer.
  - The Chief is researching other city's community service officer positions and evaluating North Liberty's call volume for these types of calls.
  - The Police Department collaborated with Johnson County and the cities of Iowa City and Coralville in the submission of a grant application to East Central Region for funding for a Law Enforcement Liaison. This trained mental health counselor works closely with law enforcement agencies to intervene and mitigate police calls in which the person is experiencing a brain health crisis.
- Effectively engage diverse communities in planning and participatory budgeting processes and integrate their arts and culture throughout government activities and events.
- Build systems to make better decisions by developing a Diversity, Equity and Inclusion team. Analyze all decisions and practices with a racial equity lens in order to remove barriers and expand opportunities.
- Develop a Diversity, Equity and Inclusion toolkit for staff, and make it available for council and local businesses.
- Establish Inclusionary Zoning for housing.

- Guarantee residents have access to services and are protected from discrimination in employment, housing, and public accommodations.
- Adopt a hate crimes ordinance.
- Consider conducting an independent equity audit.

Note: This is not an all-inclusive list and we anticipate additional items following City Council discussion, feedback from the community through listen posts and further strategy sessions with city staff. The City Council will eventually be asked to select and prioritize action items so that a work plan can be developed.