



**North Liberty City Council
Regular Session
January 12, 2021**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **January 8, 2020**
Re **City Council Agenda January 12, 2020**

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. The City Council and 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 (12/22/20)
- Claims
- Liquor License Renewal – Urban Fuel
- Pay Application #4, SW Growth Area Water and Sewer Extensions Project, Boomerang Corporation, \$697,888.29

Meetings & Events

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

Monday, Jan 18 at 7:00p.m.
Library Board

Tuesday, Jan 19 at 5:30p.m.
City Council Budget Session

Monday, Jan 25 at 4:30p.m.
Joint Government Meeting

Tuesday, Jan 26 at 6:30p.m.
City Council

Speedy Mike's Car Wash Site Plan

The site plan proposes a new Speedy Mike's car wash at 930 Liberty Way. The proposed building is a 5,180 square foot tunnel car wash with office and equipment space. Staff worked closely with the developer to ensure building and site design mitigates potential noise impacts. City staff requested, and the applicant agreed to provide some additional design features such as two masonry colors, wood accent panels, a tower, wall projections on the north elevation, and enhanced landscaping. The Planning Commission unanimously recommended approval of the site plan at its January 5, 2021 meeting. Staff also recommends approval the site plan.

Purchasing Policy Update

Staff at the Iowa Department of Homeland Security and Emergency Management are recommending an additional change to the City's purchasing policy, specific to federal grants. An HSEMD employee noted that the City's current policy is one of the best she has reviewed; however, one modification is necessary to comply with the future FEMA audit. The proposed addition is included on the bottom of page 25/top of page 26 of the policy

regarding minority and women owned business. Staff recommends approval of the revised policy.

HSEMD Siren Grant

Staff submitted a grant application to upgrade the outdoor emergency siren located in the Fox Run Subdivision, adjacent to Scales Bend Road. This upgrade will enhance service coverage to the north and east, encompassing the entire Cedar Springs subdivision. For a point of reference, the current service coverage map is included in the packet. The estimated cost for this improvement is just over \$46k, with \$39k being requested from FEMA. Staff recommends approval of the resolution which commits the City to funding the remaining \$7k for this project.

Ranshaw Way, Phase 5 Project

The City has secured agreements with the owners of several properties which will be impacted by the Ranshaw Way Phase 5 public improvement project. The agreements are conditioned upon Council approval, and involve the acquisition of permanent utility, landscaping, lighting and sidewalk easements on the various properties, as well as temporary construction easements along Ranshaw Way. The agreements, which are summarized below, are recommended for approval by staff.

Property Owner	Type of Easement	Amount
Steven D. Cooley and Darcy L. Cooley	Temporary	\$1,900
Lilienthal Properties, LLC	Temporary	\$950
Gary W. Metz and Vicki A. Metz	Temporary	\$1,050
Silver Oak Development, Inc.	Permanent and temporary	\$19,500
Fareway	Permanent and temporary	\$8,275
Fairview II Condo Owners	Permanent and temporary	\$13,815



Agenda



City Council

January 12, 2021

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.

This meeting may be accessed live by the public on the internet at northlibertyiowa.org/live, on Facebook at facebook.com/northliberty or on YouTube at www.youtube.com/channel/UCrCwGipAPjJnd-olpRgPJcg. You can also attend by phone; call 1 (312) 626 6799 with a touch-tone phone and to enter the meeting ID 858 6674 6248 and nine-digit meeting password 366852872. Meetings are rebroadcast on cable and available on-demand on northlibertyiowa.org.

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, December 22, 2020
 - B. Claims
 - C. Liquor License Renewal, Urban Fuel
 - D. SW Growth Area Water and Sewer Extensions Project, Pay Application Number 4, Boomerang Corporation, \$697,888.29
5. City Engineer Report
6. City Administrator Report
7. Mayor Report
 - A. MLK Proclamation
8. Speedy Mike's Site Plan
 - A. Planning Commission and Staff recommendations

- B. Applicant Presentation
 - C. Resolution Number 2021-01, A Resolution approving the Development Site Plan for 930 Liberty Way (Speedy Mike's Car Wash), North Liberty, Iowa
9. Purchasing Policy
- A. Resolution Number 2021-02, A Resolution approving the Purchasing Policy for the City of North Liberty, Iowa
10. Siren Grant
- A. Resolution Number 2021-03, A Resolution authorizing the Local Match for the Hazard Mitigation Grant Program for an Emergency Storm Siren
11. Ranshaw Way, Phase 5 Project
- A. Resolution Number 2021-04, A Resolution approving the Public Easement Agreement between Silver Oak Development Inc. and the City of North Liberty
 - B. Resolution Number 2021-05, A Resolution approving the Temporary Construction Easement Agreement between Gary W. Metz and Vicki A. Metz and the City of North Liberty
 - C. Resolution Number 2021-06, A Resolution approving the Public Easement Agreement (Landscape and Temporary Construction Easements) between Fareway Stores, Inc. and the City of North Liberty
 - D. Resolution Number 2021-07, A Resolution approving the Temporary Construction Easement Agreement between Lilienthal Properties, LLC and the City of North Liberty
 - E. Resolution Number 2021-08, A Resolution approving the Temporary Construction Easement Agreement between Steve D. and Darcy L. Cooley and the City of North Liberty
 - F. Resolution Number 2021-09, A Resolution approving the Public Easement Agreement between Fairview II Condo Owners Association and the City of North Liberty
12. Old Business
13. New Business
14. Adjournment



Consent Agenda



City Council
December 22, 2020
Regular Session

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

Call to order

Mayor Terry Donahue called the December 22, 2020 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Annie Pollock, and Brian Wayson; absent – Brent Smith.

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

Approval of the Agenda

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

Consent Agenda

Councilor Smith arrived at 6:31 p.m. Hoffman moved, Harrington seconded to approve the Consent Agenda including the City Council Minutes, Work & Regular Session, December 8, 2020; the attached list of Claims; November Revenues; November Treasurer Report; Liquor License Renewal, Red's Alehouse; Ranshaw House Project, Pay Application Number 2, Wolfe Contracting, Inc., \$160,222.54; Aquatic Center HVAC Project, Pay Application Number 3, Apex Construction Company, Inc., \$15,747.00; St. Andrews Drive, Pay Application Number 8, Metro Pavers, \$135,163.52. The vote was all ayes. Consent Agenda approved.

City Engineer Report

City Engineer Trom reported on the I380/Penn Street interchange Project. IDOT has started the early design process. The project is projected to be bid in the summer of 2024. IDOT is also planning Interstate 380 improvements. Trom reported that the contractor for the SW Growth Utilities Project is making decent progress. Staff will be meeting with Shive-Hattery in early January for the Dubuque Street, Phase 1 final plan review. The contractor for the Ranshaw House Project has made good progress on the wood floors.

New windows have been ordered. Staff and the contractor have been discussing the north porch.

City Administrator Report

City Administrator Heiar reported that staff working on budget process. He met with representatives from the equity group that reached out to Council to discuss goals. Heiar reported that as of now, he is anticipating going back to the regular staffing plan on January 4. Community Center operations will be reviewed after the new year begins.

Mayor Report

Mayor Donahue had no report.

Auto Aid Agreements

Chief Platz presented additional information on the agreements. After discussion, Smith moved Harrington seconded to approve Resolution Number 2020-103, A Resolution approving the Automatic Aid Agreement – Interstate 380 between the City of Coralville and the City of North Liberty. The vote was ayes: Hoffman, Smith, Wayson, Pollock, Harrington; nays – none. Motion carried.

Hoffman moved, Wayson seconded to approve Resolution Number 2020-104, A Resolution approving the Automatic Aid Agreement – Interstate 380 between Tiffin Fire Association and the City of North Liberty. The vote was: ayes – Harrington, Wayson, Pollock, Smith, Hoffman; nays – none. Motion carried.

Ranshaw Way Project

Lientz provided additional information on this resolution relating to the Ranshaw Way, Phase 5 Project. Wayson moved, Hoffman seconded to approve Resolution Number 2020-105, A Resolution establishing Fair Market Value and just compensation for the acquisition of certain properties for the Highway 965 Phase 5 Improvement Project. The vote was: ayes – Pollock, Smith, Wayson, Harrington, Hoffman; nays – none. Motion carried.

Lientz presented additional information on this resolution. Hoffman moved, Wayson seconded to approve Resolution Number 2020-106, A Resolution establishing just compensation for acquisition of certain real property for a public improvement, the Highway 965 Phase 5 Improvement Project. After discussion, Smith moved to amend the amount for Raloseixom to \$2,350 for just compensation. The vote on the amendment was all ayes. The vote on the resolution as amended was: ayes – Harrington, Smith, Hoffman, Pollock, Wayson; nays – none. Motion carried.

Hoffman moved, Pollock seconded to approve Resolution Number 2020-107, A Resolution approving the Federal Aid Agreement for a Surface Transportation Block Grant Program Project between the Iowa Department of Transportation and the City of North Liberty (Iowa DOT Agreement No: 6-20-STBGU-026). The vote was: ayes – Hoffman, Wayson, Harrington, Smith, Pollock; nays – none. Motion carried.

Street Name Change

Pollock moved, Hoffman seconded to approve Resolution Number 2020-108, A Resolution authorizing and approving the change of the street name of North Kansas Avenue to Heartland Way in Saints Corridor Commercial Park – Part One in the City of North Liberty, Johnson County, Iowa. The vote was: ayes – Wayson, Harrington, Pollock, Hoffman, Smith; nays – none. Motion carried.

Parking Resolution

Rusnak presented additional information on the revision to the parking resolution. Harrington moved, Hoffman seconded to approve Resolution Number 2020-109, A Resolution approving Parking Control Devices in the City of North Liberty, Iowa. The vote was: ayes – Hoffman, Harrington, Wayson, Pollock, Smith; nays – none. Motion carried.

Comprehensive Plan

Rusnak presented information on the process for updating the Comprehensive Plan. Rusnak estimated the cost in the \$88,000 to \$120,000 range depending on services provided. He plans to recruit from the national pool for a consultant. Council discussed the proposal for updating the plan. Pollock moved to allocate \$75,000 from FY 20 surplus and start the RFP process for a firm to conduct the update. Smith seconded. After discussion, the vote was: ayes – Harrington, Pollock, Hoffman, Wayson, Smith; nays – none. Motion carried.

Civic Campus

Heiar presented information on the Civic Campus Project. Tandi Brannaman, Shive-Hattery, presented additional information on the proposed options. Staff is recommending to move ahead with design on new civic campus connected to the police station. Council discussed the proposals for buying and renovating the existing location and building new. Hoffman moved to grant approval to begin the design work on the new facility, Harrington seconded. The vote was: ayes – Hoffman, Harrington, Wayson, Pollock, Smith; nays – none. Motion carried.

Old Business

No old business was presented.

New Business

No new business was presented.

Adjournment

Mayor Donahue adjourned the meeting at 7:20 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

Applicant License Application (LE0003393)

Name of Applicant: <u>Urban Fuel LLC</u>		
Name of Business (DBA): <u>Urban Fuel LLC</u>		
Address of Premises: <u>1 Hawkeye Drive</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52327</u>
Business	<u>(319) 626-7990</u>	
Mailing	<u>PO Box 3474</u>	
City <u>Iowa City</u>	State <u>IA</u>	Zip: <u>52244</u>

Contact Person

Name <u>Carrie</u>	
Phone: <u>(319) 321-0079</u>	Email <u>carrie.personaltraining@gmail.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 01/23/2021

Expiration Date: 01/22/2022

Privileges:

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

Status of Business

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

Ownership

Jesse Allen

First Name: <u>Jesse</u>	Last Name: <u>Allen</u>	
City: <u>Iowa City</u>	State: <u>Iowa</u>	Zip: <u>52240</u>
Position: <u>Owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



North Liberty Police Department

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

November 29, 2020

Liquor License Check

Business: Urban Fuel
1 Hawkeye Drive
North Liberty, IA 52317

Owners:
Jesse Allen (DOB: 1980)

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.





State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): Urban Fuel

Address of Business: 1 Hawkeye Dr.

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: 11/20/20

Signature: _____

James Lacina

Date: 12/17/2020

Name of Business: Urban Fuel

Address: 1 Hawkeye Dr. North Liberty



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 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	
14) Extension Cords are Not being Used for Permanent Wiring	IFC 605.5	<input type="checkbox"/>	<input checked="" 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 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

Inspection Completed by: Dee Gimm

Signature: Dee Gimm



Application Date: 11/30/2020

Via (Engineer): FOX Engineering

Engineer's Project No.: 2489-18A

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1



Mayor Report



PROCLAMATION

Dr. Martin Luther King, Jr. Day

Whereas, the Reverend Dr. Martin Luther King, Jr., who was born on January 15, 1929, devoted his life to the advancement of civil rights and public service. He believed in a nation of freedom and justice for all, and challenged people to help build a more perfect union and live up to the purpose and potential of America; and

Whereas, we – as Americans, as a whole nation, a unit undivided – have made great strides and experienced unfortunate setbacks with his vision. Yet, Dr. King's work and our journey will only be complete when our children are free to pursue their full measure of success – unhindered by the color of their skin, their gender, the faith in their heart, or the fortune of their birth; and

Whereas, the strength of his leadership was matched only by the power of his words; and

Whereas, Dr. King's words urged us to not despair, nor become bitter, nor lose faith in each other even as he delivered the eulogy for children who perished in the tragic September 15, 1963, bombing of their Sunday school class; and

Whereas, Dr. King's words urged us to dream, declaring that his own dream affirmed every individual's rights are God-given, excluding no one from its promise and protection; and

Whereas, Dr. King's words urged us to appreciate and spread wisdom, as he often did through a brilliant assemblage of quotes, grasping the prudence of great thinkers who came before him, a company to which he belongs; and

Whereas, legislation created a federal holiday to honor Dr. King, which was observed for the first time on January 20, 1986. Subsequently, the 1994 King Holiday and Service Act transformed Dr. Martin Luther King, Jr. Day into a national day of service, encouraging citizens to volunteer to collectively improve their communities.

Now, therefore, be it resolved that I, Terry L. Donahue, Mayor of North Liberty, do hereby recognize Monday, January 18, 2021, as

Dr. Martin Luther King, Jr. Day

in the City of North Liberty and urge all people to recognize this day by becoming aware of the history of civil rights and equality struggles that affect the liberties of all people of color and to honor and remember Dr. King for his humanitarian values by giving service.

Signed in North Liberty, Iowa, this 12th day of January, 2021.

Mayor Terry L. Donahue



Speedy Mike's Site Plan



January 5, 2021

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

Re: Request of CMKD Investments LLC to approve a Site Plan on 1.55 acres for a new car wash located at 930 Liberty Way.

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its January 5, 2020 meeting. The Planning Commission took the following action:

Findings:

1. The commercial use of the property would be consistent with the current C-2A Highway Commercial District zoning and the Comprehensive Plan Future Land Use Map designation of Commercial; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.04(2) entitled, "Site Plan Requirements" Section 169.12 entitled "Design Standards, Section 169.13, entitled "Other Design Standards" and other Code of Ordinance requirements.

Recommendation:

The Planning Commission accepted the two listed findings and forwards the request of CMKD Investments LLC to approve a Site Plan on 1.55 acres for a new car wash located at 930 Liberty Way to the City Council with a recommendation for approval.

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

Becky Keogh, Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **December 30, 2021**
Re **Request of CMKD Investments LLC to approve a Site Plan on 1.55 acres for a new car wash located at 930 Liberty Way.**

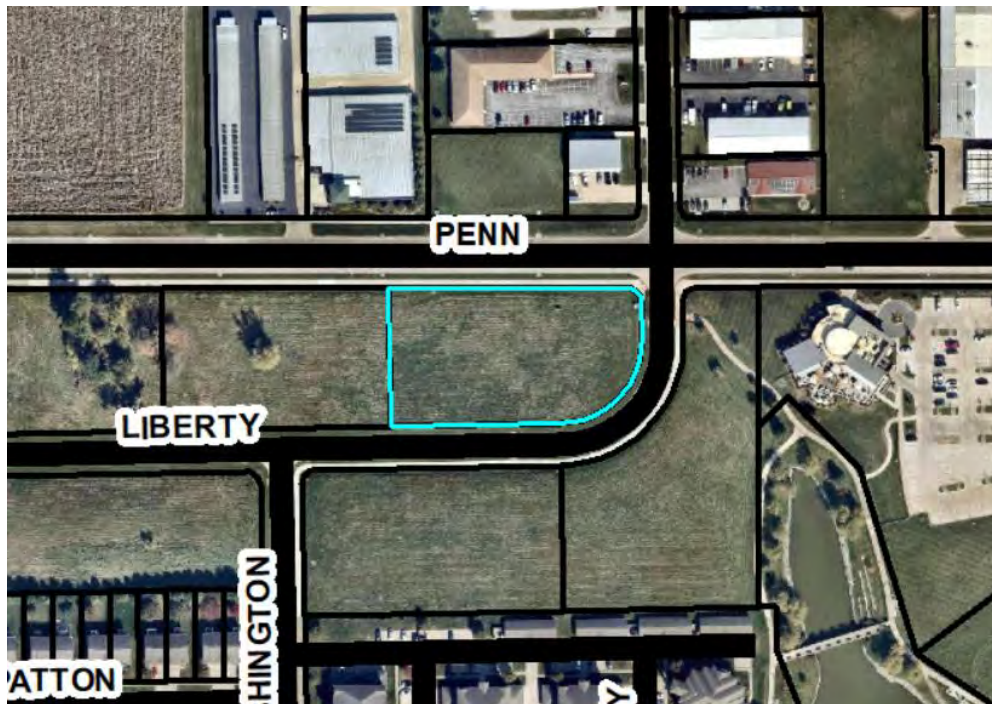
North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:

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

Request Summary:

The site plan proposes a new Speedy Mike's car wash at 930 Liberty Way. The building would be a 5,180 square foot tunnel car wash with office and equipment space. The building would contain two colors of masonry with wood accent panels. The building would have a tower and projections on the north elevation providing additional architectural interest.

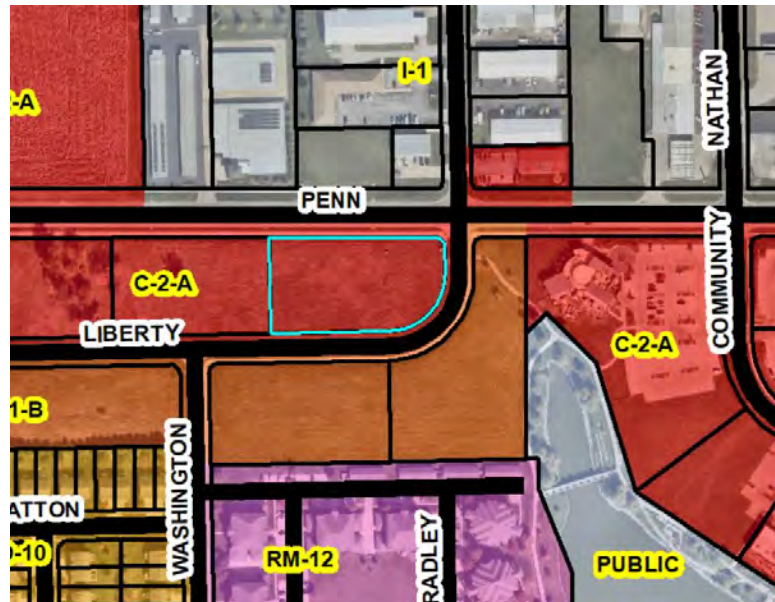
The site would contain seven parking stalls, 14 stalls provided for vehicle cleaning and a dedicated pedestrian walkway from Liberty Way. A robust landscaping plan is being proposed.



 Subject Property

Existing Zoning:

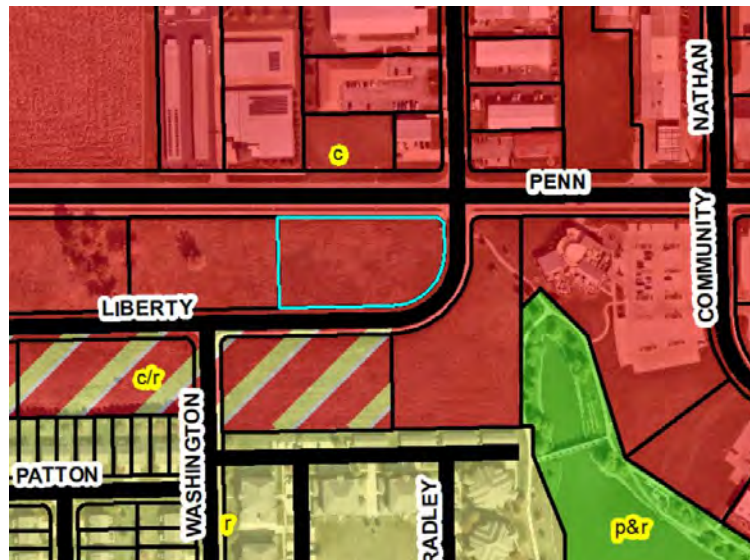
C-2A – Highway Commercial District. The C-2A District lists “Motor Vehicle Washes” as a permitted use.



 Subject Property

Comprehensive Plan Future Land Use Map Designation:

Commercial.



 Subject Property

The C-2A zoning is consistent with the Commercial Land Use Designation.

Public Input:

To date, staff not received any public input on the request.

Approval Standards:

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.*

It is staff's opinion that the site plan illustrates the general methods of development, design, special distribution, location, topography (both existing and proposed), soil erosion control measures, and such other information as necessary to show compliance with the requirements of this code.

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 sheet C0.00.

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.

- (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 sheets C1.00 and C3.00.

- (3) *The availability and location of existing utilities.*

This information has been provided on sheet C4.00.

- (4) *The proposed location, size, shape, color, and material type of all buildings or structures.*

This information has been provided on sheet C0.00 and C2.00 and the architectural renderings. The building would be a 5,180 square foot tunnel car wash with office and equipment space. The building would contain two colors of masonry with wood accent panels. The building would have a tower and projections on the north elevation providing additional architectural interest.

- (5) *The total square feet of building floor area, both individually and collectively.*

This information has been provided on sheet C0.00. The building would be a 5,180 square foot tunnel car wash with office and equipment space.

- (6) *The number of dwelling units, bedrooms, offices, etc., as required to determine special compliance.*

This information has been provided on sheet C0.00. The office would be 560 square feet.

- (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 ground signs are depicted on sheet C2.00 and would be located at the corner of West Penn Street and Liberty Way and east of the driveway entrance on Liberty Way. Building mounted signs are depicted on the architectural renderings.

- (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 sheet C0.00.

- (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 C1.00.

- (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 sheets C0.00 and C0.02.

- (11) *Walkways, driveways, outside lighting, walls, fences, signs, monuments, statues and other manmade features to be used in the landscape.*

Walkways and driveways are shown on sheet C-2.00. There is a dedicated pedestrian walkway from Liberty Way. The lighting plan is shown on sheet E1.00. No walls, fences, monuments or statues are proposed.

- (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 L1.0

(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 driveway entrance would be on Liberty Way. There is a dedicated pedestrian walkway from Liberty Way.

(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:

North Liberty Code of Ordinances Section 169.12 entitled, "Design Standards" and Section 169.13 entitled, "Other Design Standards" sets forth certain design standards (applicable Ordinance language in italics and staff analysis in bold).

Section 169.12

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.*

The building would contain two colors of masonry with wood accent panels. The building would have a tower and projections on the north elevation providing additional architectural interest.

B. *Buildings located on property with double frontages shall have similar wall design facing both streets.*

Brick would be located on all exterior elevations. The south elevation of the proposed building would be a relatively blank wall. However, this is the area where the car wash equipment is located. Notably, a robust landscaping has been provided including plantings adjacent to the building. It's staff opinion that this helps mitigate this part of the building.

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.*

This is a single-use site. There is a consistent architectural style throughout the development.

D. *Except for the RS districts, color schemes shall be based on earth tones or other compatible colors.*

The building would contain two colors of masonry with wood accent panels, which are earth tones.

- 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.*

At most, an exterior cooling condenser would be located outside of the building. This will be screened by the landscaping.

- F. Pitched roofs with a minimum slope 5:12 are preferred. The color of the roof should be earth-toned.*

The building would contain a flat roof.

- G. Roof top equipment shall be screened.*

No rooftop equipment is proposed.

- H. Reflective surfaces that may cause glare or traffic hazards are not acceptable.*

Reflective surfaces are not proposed.

4. Requirements for Development in Office and Commercial Zoning Districts.

- A. Commercial zoning districts are intended to enhance public welfare by providing for safe, convenient, high quality pedestrian-oriented commercial centers that contribute to community identity as energetic and attractive focus points. Through development and redevelopment within these districts, the city recognizes the importance of creating high quality development areas to the quality of life for residents of the city, the impact quality development has on the image of the community, and the need to provide restrictions and guidelines to enhance visual appearance and functionality. The objectives addressed through these regulations include the following:*

- (1) Design. To achieve appealing aesthetic design through high quality architecture and construction, with attention to placement, relationship, and orientation of structures and amenities to provide both internal cohesiveness and compatibility with surrounding uses.*

The building would contain two colors of masonry with wood accent panels. It is staff's opinion that the proposed design achieves consistency with this design standard.

- (2) Walkability. To achieve overall development patterns that encourage walking and reduce dependence on the automobile to travel from one business to another, and so reduces the dominance of the automobile within the development.*

A dedicated pedestrian walkway from the Liberty Way public sidewalk to the building entrance has been provided.

- (3) *Human-scale Activity. To achieve a sense of place by emphasizing pedestrian interaction with commercial uses rather than sprawling automobile-dominated designs, both in building architecture and public or private outdoor areas.*

It is staff's opinion that the proposed design achieves consistency with this design standard.

- (4) *Compatible Uses. To achieve the right blend of uses, compact and well-designed, that complement each other and provide cohesive overall developments.*

This is a single-use site.

- B. *In addition to requirements of subsection 1 of this section, the following requirements shall be observed for development in the office and commercial zoning districts:*

- (1) *Site Layout Requirements.*

- (a) *Pedestrian Areas. Each development shall provide a complete network of paths, plazas, and open spaces that interconnect building entrances, parking, sidewalks, other properties, and other pedestrian amenities. These pedestrian areas are expected to constitute a significant portion of development area, and may include plazas, special paving areas between parking and entrances, and outdoor eating patios. Additionally, portions of pedestrian areas should be at least partly covered so that users are protected from rain and intense sun. New developments will be required to connect to paths and sidewalks established by previously-approved developments.*

This is a single-use site. However, there is a dedicated pedestrian walkway from the Liberty Way public sidewalk to the building entrance.

- (b) *Outdoor Infrastructure Design. Each development shall provide outdoor lighting fixtures, integrated street pavers or patterns, and landscaping that reinforces quality building design and blends with previously-approved developments, when appropriate. Design elements may include decorative lighting, seating with benches, low walls, planters, enhanced paving techniques, and other features complimentary to the development.*

It is staff's opinion that the proposed design achieves consistency with this design standard.

- (c) *Parking Areas. Parking areas shall consist of areas that are aesthetically pleasing, landscaped to screen public views, and located so as not to be the dominant feature along any street or within any development. The use of alternate materials to designate pedestrian areas within or adjacent to parking lots is encouraged, and pedestrian areas shall be separated from vehicular traffic with landscaping, decorative posts, special paving, or other measures to clearly define the pedestrian spaces. Property owners are encouraged to establish shared parking zones among uses on one or more lots.*

It is staff's opinion that the proposed design achieves consistency with this design standard.

(2) *Building Materials and Design Requirements.*

- (a) *Materials. Exterior vertical building elevations in all commercial districts except for the C-3 district shall be composed of at least 60% brick or other masonry products. Exterior vertical building elevations in the C-3 district shall be composed of at least 90% brick or other masonry products. Exterior walls not composed of masonry products shall not be covered with ribbed metal siding commonly referred to as corrugated metal. The required masonry area shall be based on a net wall surface, defined as the total area between ground level and the soffit or roof line, from farthest outside wall left to farthest outside wall right, with window and door areas subtracted out.*

The building would contain two colors of masonry with wood accent panels. The building would contain a tower and the north elevation has vertical features to break up what would be a blank wall. It is staff's opinion that this provided visual interest and the building would exceed this design standard.

- (b) *Design. Buildings and building features shall be sized and detailed appropriately for pedestrian use. Projected or recessed doorways and windows, awnings, and other architectural features may be used to achieve this design. Traditional strip-retail type frontages featuring long flat frontages with regularly spaced doors and unbroken expanses of concrete approaching the storefronts are specifically disallowed. Side and rear elevations shall be comprised of the same materials and reasonably similar in character and quality as the front elevation unless screened from view from all public streets and residential areas by topography differences, landscaping materials, or other screening devices, in which case building material may be concrete block or tilt-up concrete panels.*

It is staff's opinion that the proposed design achieves consistency with this design standard.

Section 169.13

1. *Signs. Monument signs are preferred, and pole signs are permitted only upon specific approval by the Council after review and recommendation by the Commission.*

Two monument signs are being proposed. One would located at the corner of West Penn Street and Liberty Way and one would located east of the entrance on Liberty Way. Early discussions with the applicant regarding signs were that the material in the sign would complement the material on the building.

2. *Parking Lot Screening. All parking lots shall be screened from public streets utilizing plantings and berms to help maintain visually attractive corridors.*

It is staff's opinion that the parking lot screening achieves consistency with this design standard.

3. *Parking Lot Internal Landscaping.*
 - A. *Parking lots with less than 20 spaces are not required to have interior landscaping islands.*
 - B. *Parking lots less than 49,000 square feet shall retain 3% of their interior for landscaping islands.*
 - C. *Parking lots up to 149,000 square feet shall retain 5% of their interior for landscaping islands.*
 - D. *Parking lots 150,000 square feet and over shall retain 7% of their interior for landscaped islands.*
 - E. *Parking lots shall be required to have one tree placed within 40 feet of each parking space for multi-family, commercial, office park, and industrial districts.*

Interior landscape islands have been provided adjacent to the building.
4. *Yards, Ground Cover, and Landscaping. Established grass, either sod or seed, is required for all yards for all new buildings and additions over 500 square feet in area, in addition to trees and screening that may also be required by other code sections, prior to occupancy.*
 - A. *Tree Requirements for Multi-Family Development. For each Multi-Family development, one tree will be provided for each 750 square feet of building footprint.*
 - B. *Tree Requirements for Commercial, Office Park, or Industrial Development. For each Commercial, Office Park, or Industrial Development, one tree will be shown for every 2,000 square feet of building footprint.*

It is staff's opinion that the parking lot screening achieves consistency with this design standard.
5. *Screening of Nonresidential Uses. A green belt planting strip consisting of evergreen shrubs and trees shall be used to screen any nonresidential use from adjoining residential districts or residential uses. Such planting strip shall be of sufficient width and density, as determined by City staff, to provide an effective and aesthetically pleasing screen with shrubs and trees not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence of masonry or heavy wood construction, or other similar material approved by the City, may be used as a screen, provided that decorative plantings are established on the residential side of the fence. Both a green belt planting strip and a six-foot tall fence may be required at the discretion of City staff.*

This property is adjacent to other commercial properties so no screening is required.

Findings:

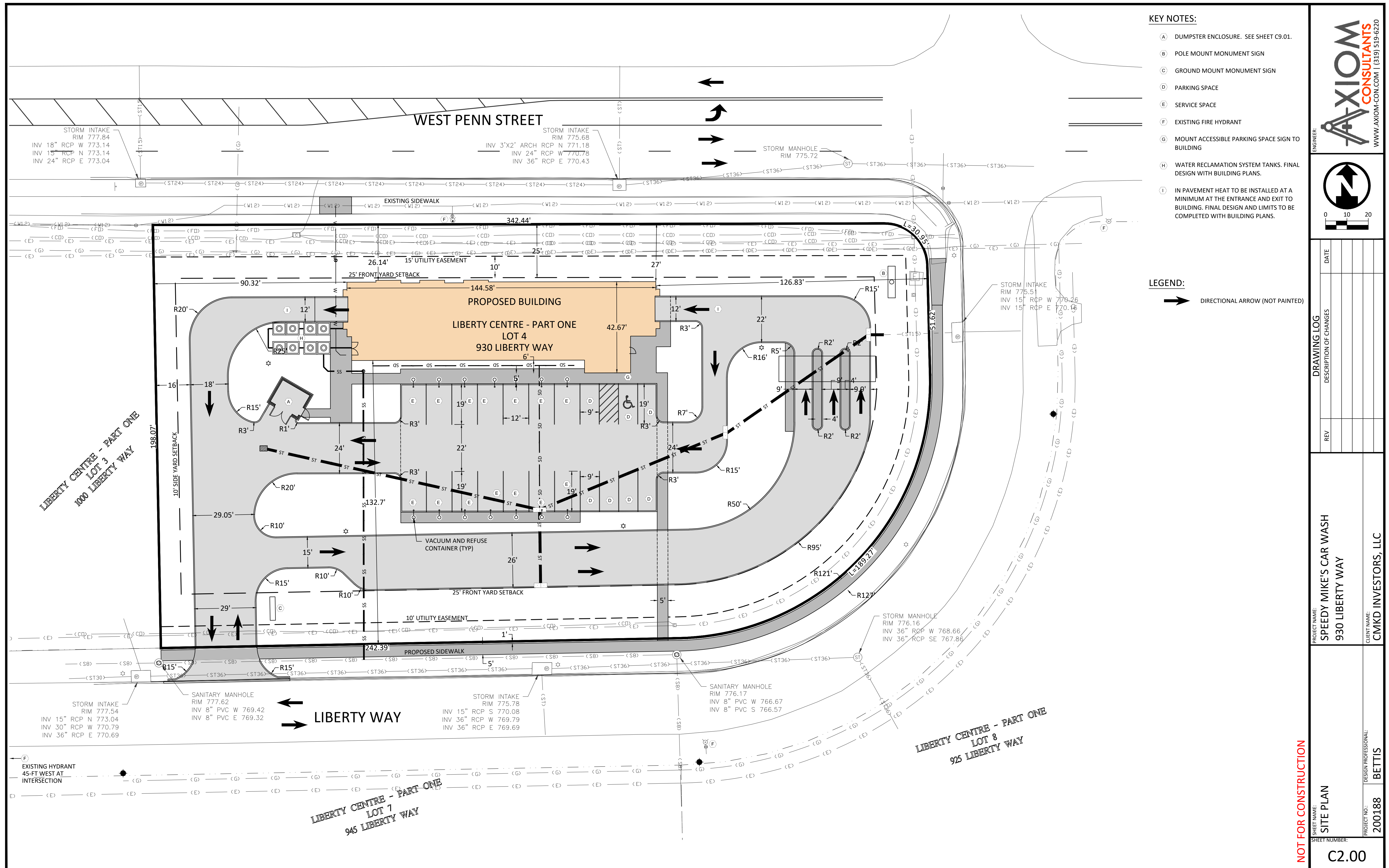
1. The commercial use of the property would be consistent with the current C-2A Highway Commercial District zoning and the Comprehensive Plan Future Land Use Map designation of Commercial; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.04(2) entitled, "Site Plan Requirements" Section 169.12 entitled "Design Standards, Section 169.13, entitled "Other Design Standards" and other Code of Ordinance requirements.

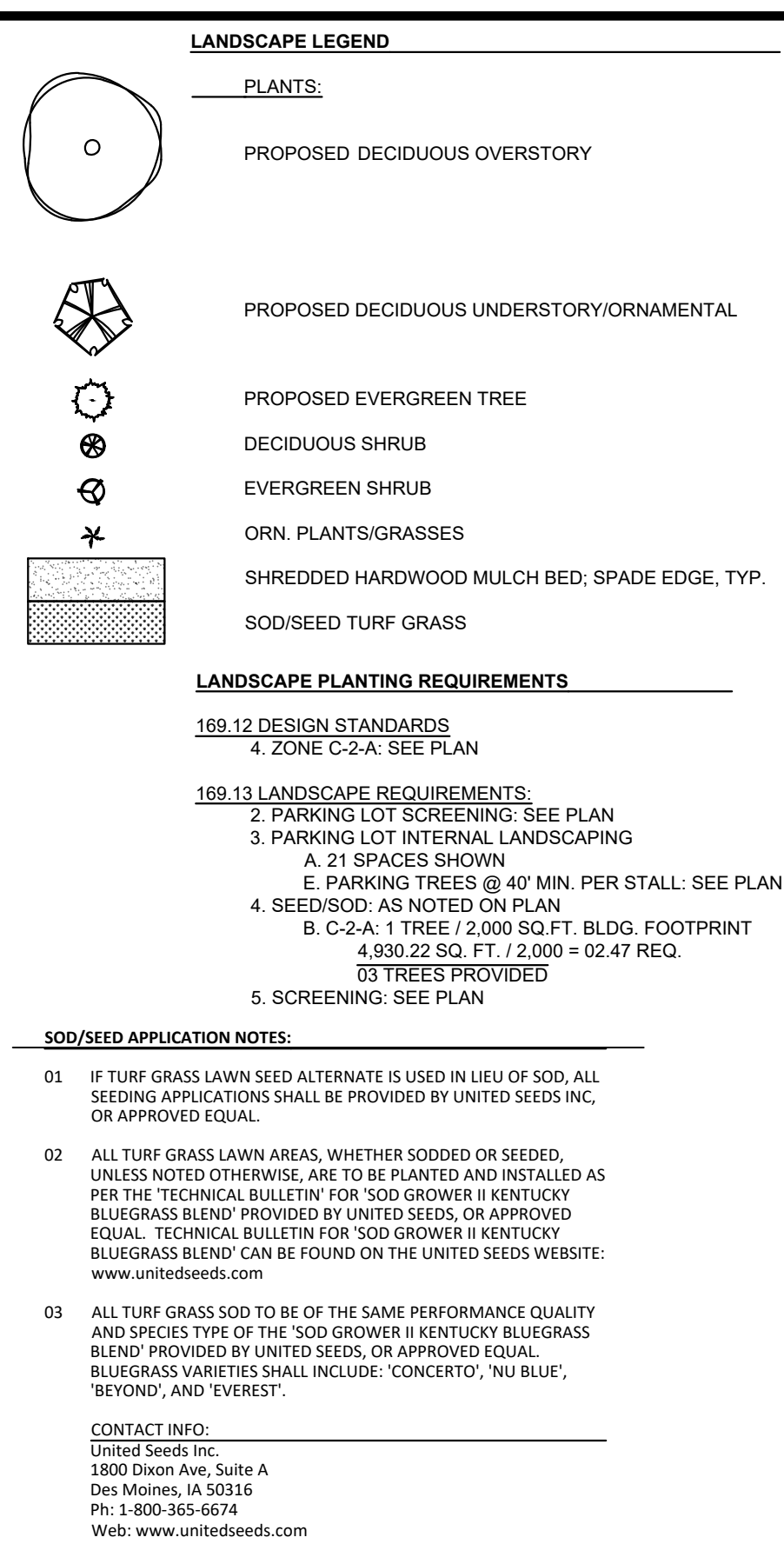
Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request of CMKD Investments LLC to approve a Site Plan on 1.55 acres for a new car wash located at 930 Liberty Way to the City Council with a recommendation for approval.

Suggested motion:

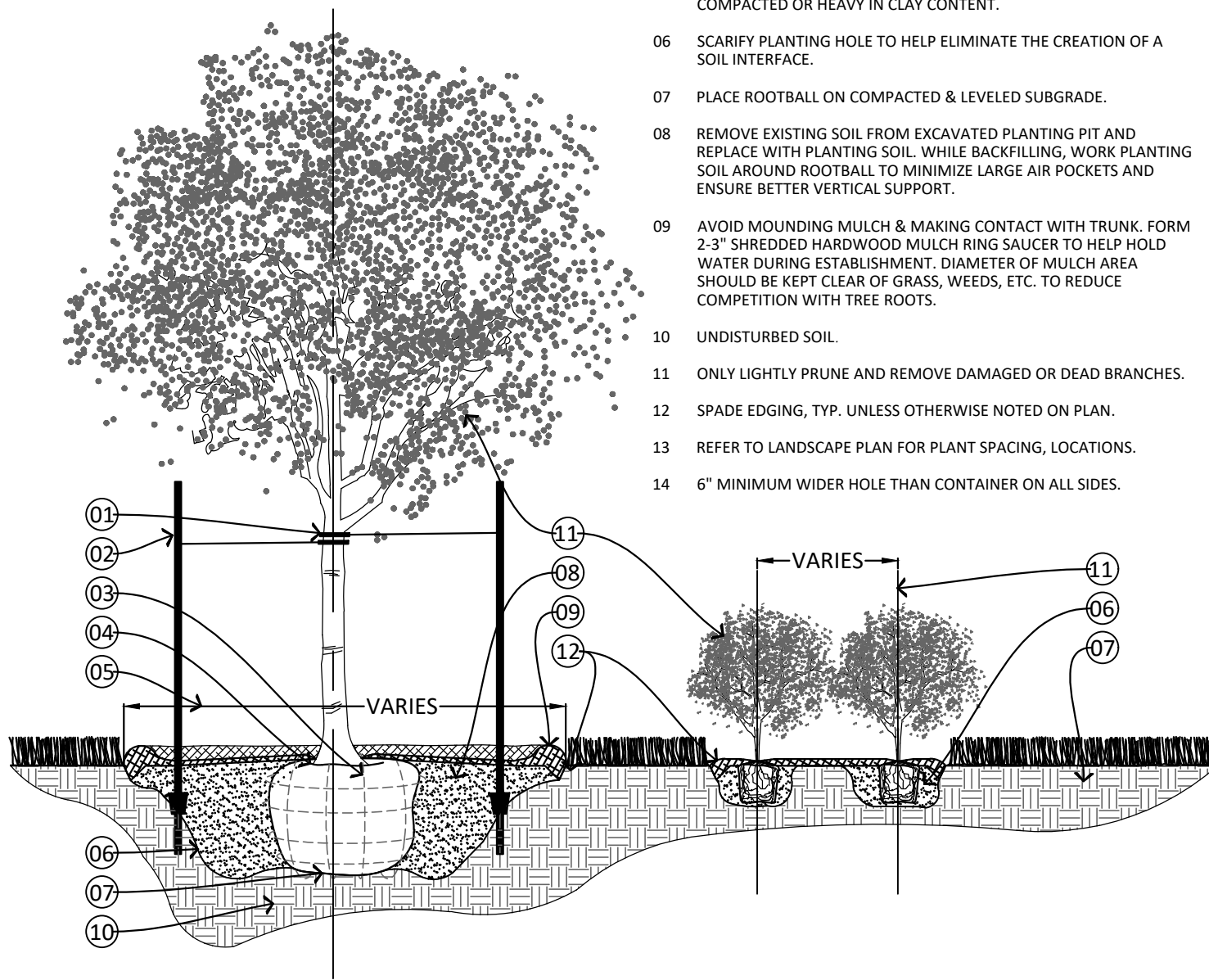
I move that the Planning Commission accept the two listed findings and forward the site plan to the City Council with a recommendation for approval.





LANDSCAPE PLANTING SCHEDULE						
ID	QTY.	BOTANICAL/COMMON NAME	MAT. SIZE	ROOT	SPACING	NOTES
DECIDUOUS TREES						
SR	4	Syringa reticulata JAPANESE TREE LILAC	25' H X 20' W	BB	SEE PLAN	MIN. OF 1.5" TRUNK DIAMETER AT 6" ABOVE GRADE
BN	2	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
LT	5	Liriodendron tulipifera TULIP TREE	60' H X 40' W	BB	SEE PLAN	MIN. OF 1.5" TRUNK DIAMETER AT 6" ABOVE GRADE
GB	2	Ginkgo biloba 'Autumn Gold' GINKGO	40' H X 40' W	BB	SEE PLAN	MIN. OF 1.5" TRUNK DIAMETER AT 6" ABOVE GRADE
TC	4	Tilia cordata 'Greenspire' GREENSPIRE LINDEN	40' H X 30' W	BB	SEE PLAN	MIN. OF 1.5" TRUNK DIAMETER AT 6" ABOVE GRADE
BP	1	Betula platyphylla 'Fargo' DAKOTA PINNACLE DAKOTA PINNACLE BIRCH	35' H X 15' W	BB	SEE PLAN	MIN. OF 1.5" TRUNK DIAMETER AT 6" ABOVE GRADE
EVERGREEN TREES						
PA	7	Picea abies 'Cupressina' CUPRESSINA NORWAY SPRUCE	20' H X 6' W	BB	SEE PLAN	MIN. OF 36" HEIGHT WHEN PLANTED
EVERGREEN SHRUBS						
JXP	18	Juniperus x pfitzeriana 'Mint Julep' MINT JULEP CHINESE JUNIPER	4-5' H X 4-6' W	2 GAL.	SEE PLAN	MIN. OF 24" HEIGHT WHEN PLANTED
BSM	12	Buxus sempervirens 'Morus' PP15243 GREEN TOWER BOXWOOD	6-8' H X 2-3' W	2 GAL.	SEE PLAN	MIN. OF 24" HEIGHT WHEN PLANTED
ORNAMENTAL PLANTS AND GRASSES						
CXA	70	Calamagrostis x acutiflora 'Karl Foerster' 'KARL FOERSTER' FEATHER REED GRASS	2-6' H X 2-3' W	2 GAL.	SEE PLAN	MIN. OF 24" HEIGHT WHEN PLANTED
SSS	75	Schizachyrium scoparium 'Standing Ovator' PP#25,202 STANDING OVATION LITTLE BLUESTEM	2-3' H X 1-2' W	2 GAL.	SEE PLAN	MIN. OF 24" HEIGHT WHEN PLANTED
ALL PLANTS NURSERY MATCHED, QUALITY SPECIMEN; PLANS SHALL SUPERCEDE PLANT COUNTS						

ALL PLANTS NURSERY MATCHED, QUALITY SPECIMEN; PLANS SHALL SUPERCEDE PLANT COUNTS



- GENERAL LANDSCAPE PLANTING NOTES:**
- 01 CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO EXCAVATION, BEFORE COMMENCEMENT OF ANY WORK, CONTACT IOWA ONE CALL (1-800-292-8989) AT LEAST 48 HOURS PRIOR TO DIGGING. REPAIR DAMAGE TO UTILITIES AND STRUCTURES IMMEDIATELY.
- 02 PRIOR TO PLANT MATERIAL INSTALLATION, THE LANDSCAPE OR OWNER'S REPRESENTATIVE SHALL APPROVE PLANT LOCATIONS. FIELD ADJUSTMENTS OF PROPOSED PLANT LOCATIONS LISTED ON PLAN MAY BE REQUIRED TO MINIMIZE POTENTIAL INTERFERENCE WITH EXISTING OR IMPOSED UTILITIES OR RELOVE MAINTENANCE CONDITIONS.
- 03 PRIOR TO INSTALLATION, ALL TREE PLANTING LOCATIONS SHALL BE FLAGGED AND PLANTING BEDS SHALL BE DELINEATED FOR APPROVAL BY THE PROJECT LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE. CONTACT THE PROJECT LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE ONE WEEK PRIOR TO ANTICIPATED PLANT MATERIAL INSTALLATION DATE FOR FINAL LAYOUT APPROVAL.
- 04 ALL PLANT MATERIALS SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-LATES EDITION).
- 05 PLANT QUANTITIES ARE FOR CONTRACTOR'S CONVENIENCE. DRAWINGS SHALL PREVAIL WHERE DISCREPANCIES OCCUR.
- 06 NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.
- 07 BED PREPARATION AND MULCHING NOTES:
IMPORTED TOPSOIL, IF REQUIRED, SHALL BE:
FERTILE, FRIABLE, NATURAL TOPSOIL, WITH A CLAY CONTENT NOT EXCEEDING 30% AND ORGANIC MATTER CONTENT NOT LESS THAN 5% FREE FROM LUMPS, COARSE SANDS, STONES, ROOTS, STICKS, AND OTHER FOREIGN MATERIAL, WITH ACIDITY RANGE OF BETWEEN PH 6.0 AND 6.8.
- 08 PLANTING SOIL:
PLANTING SOIL (I.E. BACKFILL AREAS AROUND ROOT BALLS AS SHOWN ON TREE/SHRUB INSTALLATION DETAIL) SHALL BE AMENDED, THOROUGHLY MIX 4 PARTS TOPSOIL, 1 PART COMPOST, 1 PART SAND.
- 09 TOPSOIL SHALL BE AS SPECIFIED WITHIN THE NOTE ABOVE.
COMPOST SHALL BE FINELY SCREENED GRADED TO PASS SIEVE AS FOLLOWS:
-MINIMUM OF 80% BEING 1/4" OR SMALLER (DRY BASIS RESULT).
-MINIMUM OF 70% BEING 3/4" OR SMALLER (DRY BASIS RESULT).
-WITH CLUMPS OR PARTICLES 3/4" DIAMETER OR GREATER.
SAND SHALL BE C33 WASHED CONCRETE SAND, OR APPROVED EQUAL.
- 10 UNLESS OTHERWISE STATED, ALL GRASS/PERENNIAL MASSINGS ARE TO BE EVENLY SPACED IN TRIANGULAR PATTERN ARRANGEMENT.
- 11 PRIOR TO MULCHING ALL PLANTING BEDS AREAS, APPLY COMMERCIAL GRADE PRE-EMERGENT HERBICIDE (PREEN OR APPROVED EQUAL), PER MANUFACTURER'S DIRECTIONS, TO ALL PLANTING BEDS.
- 12 PROVIDE A MINIMUM 3" DEPTH OF SHREDDED HARDWOOD MULCH IN ALL TREE PLANTING BEDS.
- 13 PROVIDE 2" DEPTH MIN. OF SHREDDED HARDWOOD AND/OR RIVER ROCK MULCH IN ALL SHRUB/ORNAMENTAL GRASS/PERENNIAL BEDS.
- 14 PROVIDE ALL TREES WITH A MINIMUM 3" DEPTH OF SHREDDED HARDWOOD MULCH. MULCH RINGS FOR TREES SHALL BE A MINIMUM SIX FOOT (6') DIAMETER AND CONTAIN SADE DEPENDING AT MULCH RING EDGE
- 15 PROVIDE AND MAINTAIN POSITIVE DRAINAGE THROUGHOUT CONSTRUCTION AND INSTALLATION. DO NOT ALLOW ADDITION OF TOPSOIL, PLANTING SOIL OR MULCH TO DETERIORATE DRAINAGE OR TO CREATE AREA OF LOCALIZED PONDING.
- 16 NURSERY TAGS SHALL BE LEFT ON PLANT MATERIAL UNTIL LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE HAS COMPLETED THE INITIAL ACCEPTANCE.
- 17 CONTAINER GROWN STOCK SHALL HAVE THE CONTAINER REMOVED AND THE ROOT BALL CUT THROUGH THE SURFACE IN TWO VERTICAL LOCATIONS.
- 18 ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETIC OR PLASTICS SHALL BE REMOVED AT TIME OF PLANTING.
- 19 AS NEEEDED, ASK ALL NEWLY PLANTED TREES RELATIVE TO WIND EXPOSURE. ALL PLANTS SHALL BE SET PLUMB TO GROUND AND FENCED FOR THE BEST APPEARANCE. NECESSARY, PRUNE DEAD BRANCHES OR THOSE THAT COMPROMISE APPEARANCE AND STRUCTURE TO A MAX OF 1/3 OF THE PLANT.
- 20 CONTRACTOR SHALL WATER AND MAINTAIN ALL SODDED AREAS AS WELL AS ALL PLANTS UNTIL GROUND FREEZES. MAINTENANCE INCLUDES WEEDING, FERTILIZING, AND OTHER ACCESS DURING OPERATIONS UNTIL INITIAL ACCEPTANCE. INITIAL ACCEPTANCE IS CONSIDERED TO BE THE DATE AT WHICH PLANTING AND MULCHING, ETC., PER LANDSCAPE PLAN, HAS BEEN COMPLETED AND APPROVED BY LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.
- 21 ALL PLANT MATERIAL SHALL BE GUARANTEED TO BE IN VIGOROUS GROWING CONDITIONS FOR A PERIOD OF ONE (1) YEAR FROM DATE OF INITIAL ACCEPTANCE.
- 22 ALL PLANT MATERIALS THAT ARE DEAD OR IN AN UNHEALTHY OR UNSIGHTLY STATE ARE REQUIRED TO BE REPLACED AT NO ADDITIONAL COST TO THE OWNER FOR UP TO ONE YEAR OF INITIAL ACCEPTANCE.
- 23 SURFACE RESTORATION FOR ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE TURF GRASS LAWN SOD, WITH AN ALTERNATE OPTION TO BE TURF GRASS LAWN SEED. ALL SEED & SOD APPLICATION NOTES ARE LISTED SEPARATELY. CONTRACTOR SHALL FOLLOW MANUFACTURER'S RECOMMENDED SPECIFICATIONS FOR PRODUCT INFORMATION & INSTALLATION. FOR ALL SURFACE RESTORATION, PLANTING PRACTICES, AND ANY OTHER LANDSCAPING WORK NOT ADDRESSED BY MANUFACTURER'S SPECIFICATIONS, CONTRACTOR SHALL FOLLOW IOWA SDA'S SPECIFICATIONS DIVISION 09: SITE WORK AND LANDSCAPING OF IOWA.

NOT FOR CONSTRUCTION

SHEET NAME:
LANDSCAPE PLAN

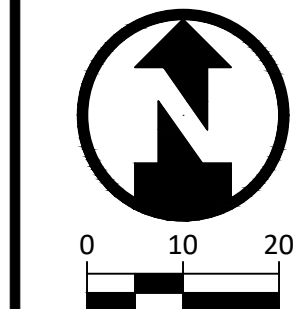
PROJECT NAME: **SPEEDY**

SCAR WASH

DRAWING LOG

[illegible]

ENGINEER:



ENGINEER: **AXIOM**
CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220



VIEW FROM SOUTHEAST



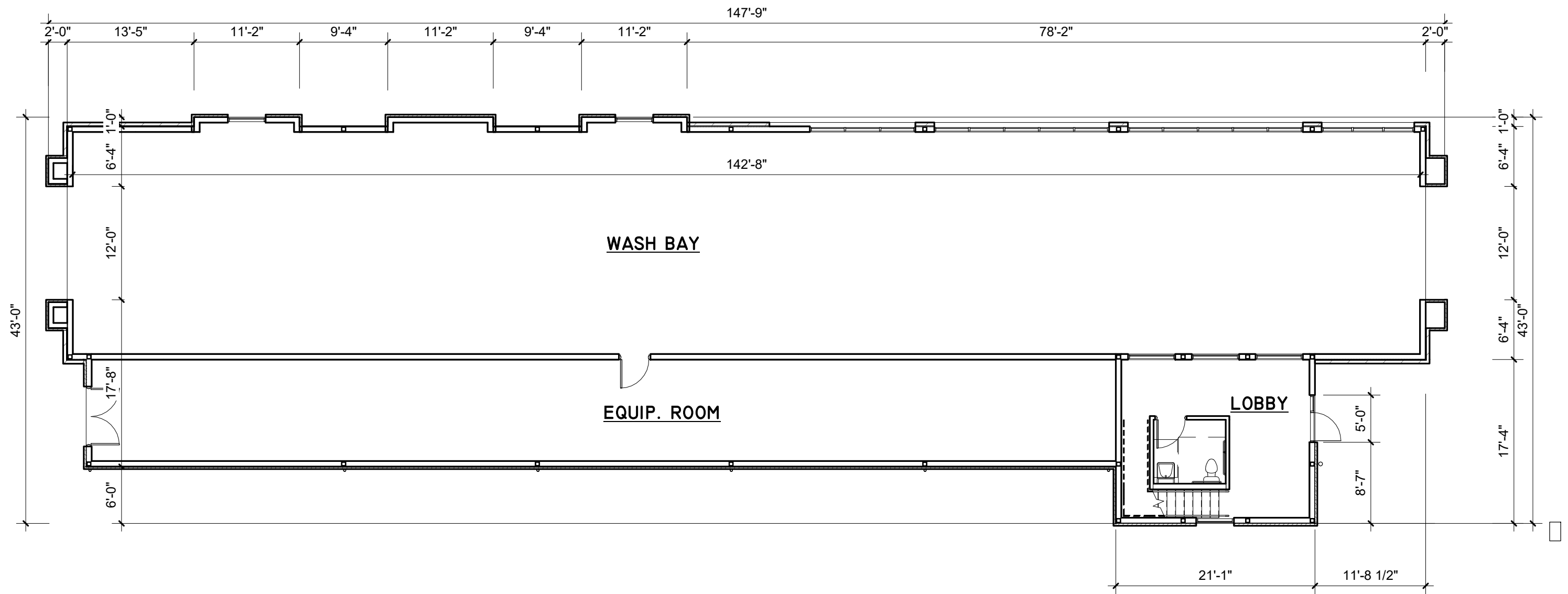
VIEW FROM NORTHWEST



VIEW FROM NORTHEAST



VIEW FROM SOUTHWEST



1 PRESENTATION FLOOR PLAN

5,180 s.f.
3/32" = 1'-0"

Resolution No. 2021-01

**RESOLUTION APPROVING THE DEVELOPMENT SITE PLAN
FOR 930 LIBERTY WAY (SPEEDY MIKE'S CAR WASH), NORTH
LIBERTY, IOWA**

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

WHEREAS, the owners, NLCD LC and the developer, CMKD Investments LLC, have filed with the City Clerk a development site plan;

WHEREAS, the property is described as:

Lots 4, Liberty Centre – Part one North Liberty Iowa,
According to the plat thereof recorded in Plat Book 47, Page 107, of the Plat Records of
Johnson County, Iowa.

WHEREAS, said site plan is found to conform with the Comprehensive Plan and the Zoning Ordinance of the City of North Liberty; and

WHEREAS, said site plan has been examined by the North Liberty Planning and Zoning Commission, which recommended that the site plan be approved without any conditions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the development site plan for Speedy Mike's Car Wash.

APPROVED AND ADOPTED this 12th day of January, 2021.

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: December 29, 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]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5)

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. 2021-02

**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 12th day of January, 2021.

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.

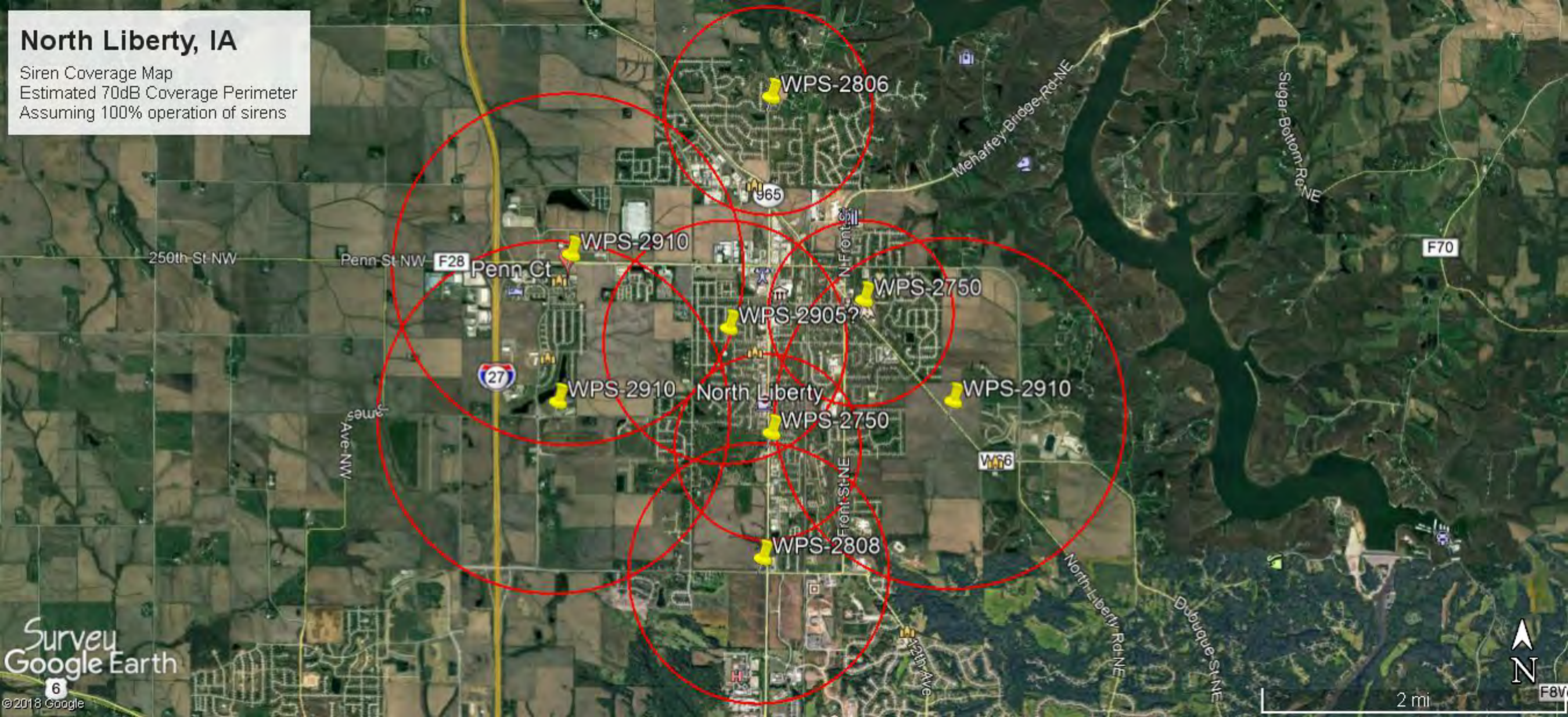
TRACEY MULCAHEY, CITY CLERK



Siren Grant Application

North Liberty, IA

Siren Coverage Map
Estimated 70dB Coverage Perimeter
Assuming 100% operation of sirens



Resolution No. 2021-03

**RESOLUTION APPROVING THE LOCAL MATCH FOR THE
HAZARD MITIGATION GRANT PROGRAM FOR AN EMERGENCY
STORM SIREN**

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

WHEREAS, the City of North Liberty (hereinafter called "the Subgrantee") has made application through the Iowa Homeland Security and Emergency Management Division (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Grant Program, in the amount of \$46,061 for the total project cost; and

WHEREAS, the Subgrantee recognizes the fact that this grant is based on a cost share basis with the federal share not exceeding 75%, the state share not exceeding 10% and the local share being a minimum of 15% of the total project cost. The minimum 15% local share can be either cash or in-kind match;

NOW, THEREFORE, BE IT RESOLVED that the Subgrantee agrees to provide and make available up to \$6,909.15 (six thousand nine hundred nine dollars and fifteen cents dollars) of local monies to be used to meet the minimum 15% match requirement for this mitigation grant application.

APPROVED AND ADOPTED this 12th day of January, 2021.

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



Ranshaw Way, Phase 5 Project

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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between SILVER OAK DEVELOPMENT INC., owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his/her/their/its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement (Division I) and a temporary construction easement (Division II) for the public purpose of improving and widening Ranshaw Way, installing landscaping, lighting, traffic signals, sidewalks, and extending utility services (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – PERMANENT EASEMENT

Further, the Property Owner and the City agree that:

1. The permanent easement area being granted and conveyed by this Agreement is depicted and legally described in Exhibit A, which is attached and fully incorporated herein.
2. The City has the right to excavate in the permanent easement area as the City may find reasonably necessary.
3. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area, except that the City will not be required to or liable for the costs of re-paving of any paved area which was excavated for maintenance, if such work was not performed at the direction of the City.
4. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the permanent easement area without obtaining the prior written approval of the City Engineer. Even with such approval, if the Property Owner paves or otherwise obstructs access to the easement area, the City shall have the right to excavate or remove such obstruction as the City deems reasonably necessary, and the City shall not be obligated to restore any paving disturbed by such excavation or removal.
5. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
6. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer.
7. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.
8. The City's rights under the permanent easement granted and conveyed herein by the Owner run indefinitely with the land.

DIVISION II – TEMPORARY EASEMENT

The Property Owner and the City further agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on and legally described in Exhibit B, which is attached and fully incorporated herein, and referred to herein as "temporary construction easement area."

2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City's construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and respread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2022.

DIVISION III – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions

hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 20__.

PROPERTY OWNER:

CITY:

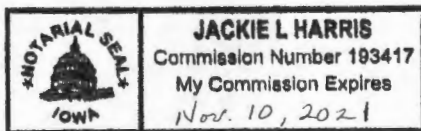
Signed: Scott Cray
on behalf of Silver Oak Development Inc.

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 30th day of December, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Cray, to me personally known, who, being by me duly sworn, did say that he is the president of Silver Oak Development Inc., an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that Scott Cray acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

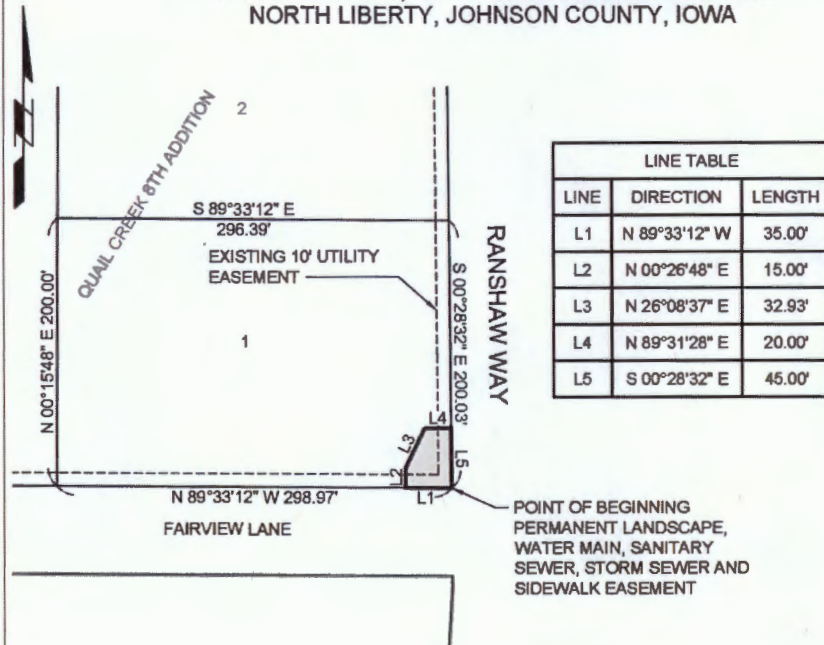
On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North 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

EXHIBIT A

EASEMENT EXHIBIT PERMANENT LANDSCAPE, WATER MAIN, SANITARY SEWER STORM SEWER AND SIDEWALK EASEMENT

A PART OF LOT 1, QUAIL CREEK EIGHTH ADDITION
NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A permanent landscape, water main, sanitary sewer, storm sewer and sidewalk easement on that part of Lot 1, Quail Creek Eight Addition (Final Plat recorded in Plat Book 40, Page 260 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the southeast corner of said Lot 1;

thence North 89°33'12" West 35.00 feet along the south line of said Lot 1 and the northerly right-of-way line of Fairview Lane (assumed bearing for this description only);

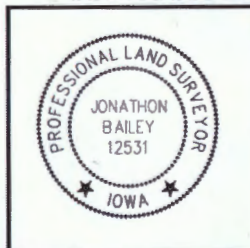
thence North 0°26'48" East 15.00 feet;

thence North 26°08'37" East 32.93 feet;

thence North 89°31'28" East 20.00 feet to a point intersection with the east line of said Lot 1 and the westerly right-of-way line of Ranshaw Way;

thence South 0°28'32" East 45.00 feet along said east line and said westerly right-of-way line to the point of beginning and containing 1339 square feet more or less.

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



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE:

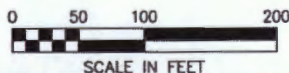
NAME: JONATHON BAILEY

DATE: LICENSE NUMBER: 12531

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL:

THIS SHEET



SHIVEHATTERY
ARCHITECTURE + ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com

Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT
LOT 1, QUAIL CREEK EIGHTH ADDITION
PROPERTY OWNER: SILVER OAK DEVELOPMENT, INC.
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	7/7/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

PROJECT NO.
118343-0

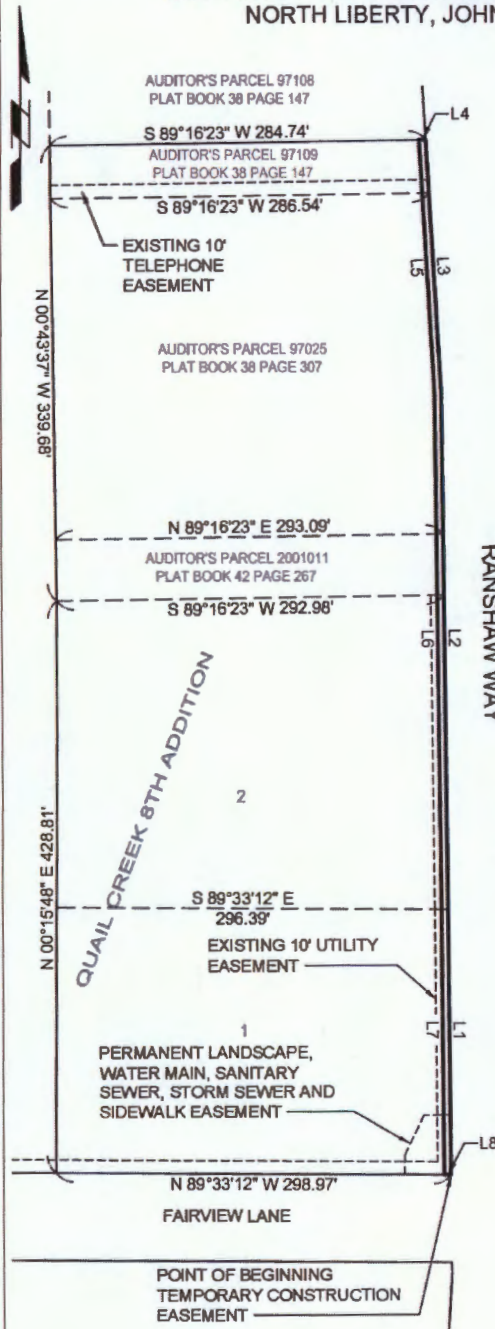
SHEET NO.

1 of 1

EXHIBIT B

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT

A PART LOT 1, LOT 2, QUAIL CREEK 8TH ADDITION, AUDITOR'S PARCEL 97108,
AUDITOR'S PARCEL 97109 AND AUDITOR'S PARCEL 97025
NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°28'32\"	219.80'
L2	N 00°35'14\"	364.90'
L3	N 03°19'18\"	190.05'
L4	S 89°16'23\"	5.01'
L5	S 03°19'18\"	190.16'
L6	S 00°35'14\"	364.78'
L7	S 00°28'32\"	219.71'
L8	S 89°33'12\"	5.00'

DESCRIPTION

A temporary construction easement on that part of Lot 1 and Lot 2, Quail Creek Eighth Addition, Auditor's Parcel 97025, Auditor's Parcel 97109, and Auditor's Parcel 2001011, North Liberty, Johnson County, Iowa described as follows:

Beginning at the southeast corner of said Lot 1;

thence North 0°28'32\"

thence North 0°35'14\"

thence North 3°19'18\"

thence South 89°16'23\"

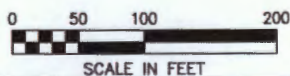
thence South 3°19'18\"

thence South 0°35'14\"

thence South 0°28'32\"

thence South 89°33'12\"

Area: Total area of 3873 square feet with a net area of 3648 square feet more or less which excludes the permanent landscape, water main, sanitary sewer, storm sewer and sidewalk easement.



SHIVEHATTERY
ARCHITECTURE+ENGINEERING
2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT

PROPERTY OWNER: SILVER OAK DEVELOPMENT, INC.
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	7/7/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

PROJECT NO.
118343-0

SHEET NO.

1 of 1

Resolution No. 2021-04

**A RESOLUTION APPROVING THE EASEMENT AGREEMENT
BETWEEN SILVER OAK DEVELOPMENT INC. AND THE CITY
OF NORTH LIBERTY**

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

WHEREAS, the City of North Liberty is planning the Ranshaw Way, Phase Five Project adjacent to property owned by Silver Oak Development, Inc.;

WHEREAS, temporary and permanent easements are necessary for this project;

WHEREAS, the City of North Liberty agrees to purchase the necessary easements across, over, and through said property for \$19,500.00; and

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

NOW, THEREFORE, BE IT RESOLVED that the purchase of permanent and temporary easements pursuant to the attached agreement between the City of North Liberty and Silver Oak Development, Inc. is approved for the Ranshaw Way, Phase Five Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 12th day of January, 2021.

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

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

TEMPORARY CONTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between GARY W. METZ and VICKI A. METZ, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary easement for the public purpose of improving and widening Ranshaw Way, installing landscaping, lighting, traffic signals, sidewalks, and extending utility services (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – TEMPORARY EASEMENT

The Property Owner and the City agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on and legally described in Exhibit A, which is attached and fully incorporated herein, and referred to herein as "temporary construction easement area."
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City's construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2022.

DIVISION II – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this 5th day of January, 2021.

PROPERTY OWNER:

CITY:

Signed: Gary W. Metz
Gary W. Metz

Signed: _____
Terry L. Donahue, Mayor

Signed: Vicki A. Metz
Vicki A. Metz

Signed: _____
Tracey Mulcahey, City Clerk

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 Gary W. Metz, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for said State

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 Vicki A. Metz, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for said State

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

Resolution No. 2021-05

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN GARY
W. METZ AND VICKI A. METZ AND THE CITY OF NORTH
LIBERTY**

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

WHEREAS, the City of North Liberty is planning the Ranshaw Way, Phase Five Project adjacent to property owned by Gary W. Metz and Vicki A. Metz;

WHEREAS, a temporary construction easement is necessary for this project;

WHEREAS, the City of North Liberty agrees to purchase the necessary easement across, over, and through said property for \$1,050.00; and

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

NOW, THEREFORE, BE IT RESOLVED that the purchase of a temporary construction easement pursuant to the attached agreement between the City of North Liberty and Gary W. Metz and Vicki A. Metz is approved for the Ranshaw Way, Phase Five Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 12th day of January, 2021.

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

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

**PUBLIC EASEMENT AGREEMENT
(LANDSCAPE AND TEMPORARY CONTRUCTION EASEMENTS)**

This agreement is made and entered into by and between FAREWAY STORES, INC., owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement (Division I) and a temporary easement (Division II) for the public purpose of improving and widening Ranshaw Way, installing landscaping, lighting, traffic signals, sidewalks, and extending utility services (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – PERMANENT LANDSCAPE EASEMENT

Further, the Property Owner and the City agree that:

1. The permanent easement area being granted and conveyed by this Agreement is depicted and legally described in Exhibit A, which is attached and fully incorporated herein.
2. The City has the right to excavate in the permanent easement area as the City may find reasonably necessary.
3. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area, except that the City will not be required to or liable for the costs of re-paving of any paved area which was excavated for maintenance.
4. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the permanent easement area without obtaining the prior written approval of the City Engineer. Even with such approval, if the Property Owner paves or otherwise obstructs access to the easement area, the City shall have the right to excavate or remove such obstruction as the City deems reasonably necessary, and the City shall not be obligated to restore any paving disturbed by such excavation or removal.
5. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
6. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer.
7. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.
8. The City's rights under the permanent easement granted and conveyed herein by the Owner run indefinitely with the land.

DIVISION II – TEMPORARY EASEMENT

The Property Owner and the City further agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on and legally described in Exhibit B, which is attached and fully incorporated herein, and referred to herein as "temporary construction easement area."

2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City's construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2022.

DIVISION III – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and

lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 20__.

PROPERTY OWNER:

Signed: [Signature]
By: CFO, Craig A. Shepley
Fareway Stores, Inc.

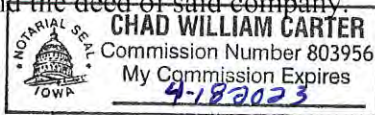
CITY:

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, BOONE COUNTY: ss

On this 7th day of JANUARY, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared CRAIG SHEPLEY, in their capacity as CFO of Fareway Stores, Inc., and who, being by me duly sworn, acknowledged the execution of this instrument to be their voluntary act and deed, and the act and the deed of said company.



[Signature] CHAD W. CARTER
Notary Public in and for said State

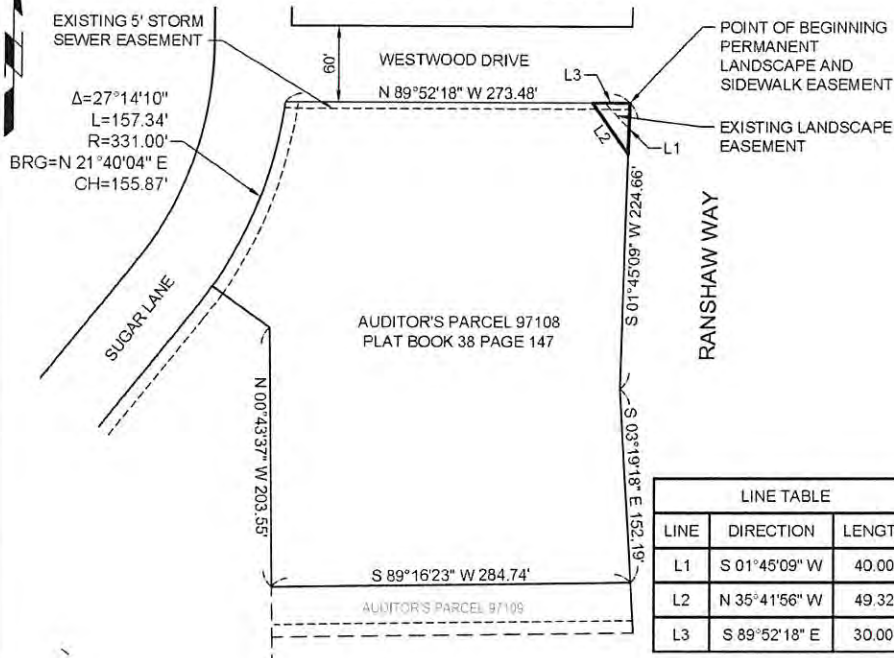
STATE OF IOWA, JOHNSON COUNTY: ss

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

EXHIBIT A

EASEMENT EXHIBIT PERMANENT LANDSCAPE AND SIDEWALK EASEMENT A PART AUDITOR'S PARCEL 97108 JOHNSON COUNTY, IOWA



DESCRIPTION

A permanent landscape and sidewalk easement on that part of Auditor's Parcel 97108 (Plat of Survey recorded in Plat Book 38, Page 147 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northeast corner of said Auditor's Parcel 97108;

thence South $1^{\circ}45'09''$ West 40.00 along an easterly line of said Auditor's Parcel 97108 and the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);

thence North $35^{\circ}41'56''$ West 49.32 feet to a point of intersection with the northerly line of said Auditor's Parcel and the southerly right-of-way line of Westwood Drive;

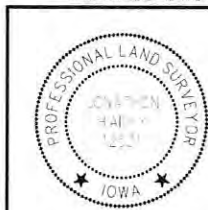
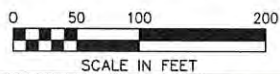
thence South $89^{\circ}52'18''$ East 30.00 feet along said northerly line and said southerly right-of-way line to the point of beginning.

Area: Total area 600 square feet with a net of 400 square feet which excludes the existing landscape easement.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-8. (3)

LEGEND

- FOUND IRON ROD
- SET $\frac{5}{8}$ " IRON ROD W/ YELLOW CAP #12531



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____
NAME: **JONATHON BAILEY**
DATE: _____ LICENSE NUMBER: **12531**
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT
AUDITOR'S PARCEL 97108
PROPERTY OWNER: FAIRWAY STORES, INC.
NORTH LIBERTY, JOHNSON COUNTY, IOWA

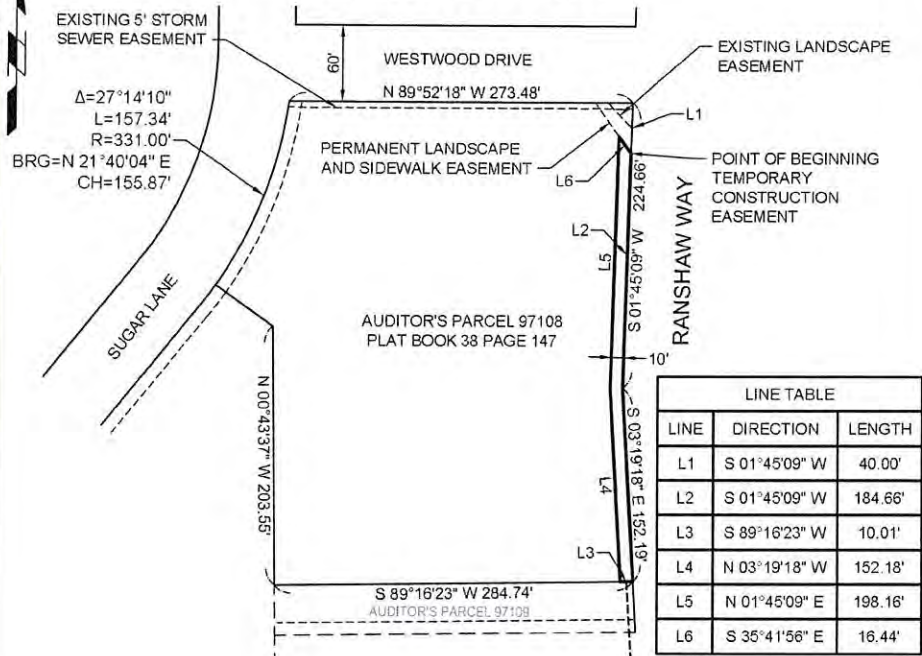
PROJECT NO:
119343-0

DATE	6/24/20	SCALE	AS SHOWN
DRAWN	JSE	FIELD BOOK	---
APPROVED	JSE	REVISION	---

SHEET NO:
1 of 1

EXHIBIT B

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT A PART AUDITOR'S PARCEL 97108 JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Auditor's Parcel 97108 (Plat of Survey recorded in Plat Book 38, Page 147 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the northeast corner of said Auditor's Parcel 987108;

thence South 1°45'09" West 40.00 feet along an easterly line of said Auditor's Parcel 97108 (assumed bearing for this description only) to the point of beginning;

thence continuing South 1°45'09" West 184.66 feet along said easterly line;

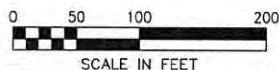
thence South 3°19'18" East 152.19 feet along an easterly line of said Auditor's Parcel to the southeast corner of said Auditor's Parcel;

thence South 89°16'23" West 10.01 feet along the south line of said Auditor's Parcel;

thence North 3°19'18" West 152.18 feet;

thence North 1°45'09" East 198.16 feet;

thence South 35°41'56" East 16.44 feet to the point of beginning and containing 3436 square feet more or less.



SHIVE-HATTERY
ARCHITECTURE+ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT
AUDITOR'S PARCEL 97108
PROPERTY OWNER: FAIRWAY STORES, INC.
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	6/24/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

PROJECT NO
119343-0

SHEET NO

1 of 1

Resolution No. 2021-06

A RESOLUTION APPROVING THE PUBLIC EASEMENT AGREEMENT (LANDSCAPE AND TEMPORARY CONSTRUCTION EASEMENTS) BETWEEN FAREWAY STORES, INC. AND THE CITY OF NORTH LIBERTY

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

WHEREAS, the City of North Liberty is planning the Ranshaw Way, Phase Five Project adjacent to property owned by Fareway Stores, Inc.;

WHEREAS, temporary and permanent easements are necessary for this project;

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

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Fareway Stores, Inc. is approved for the Ranshaw Way, Phase Five Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 12th day of January, 2021.

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

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

TEMPORARY CONTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between LILIENTHAL PROPERTIES, LLC, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary easement for the public purpose of improving and widening Ranshaw Way, installing landscaping, lighting, traffic signals, sidewalks, and extending utility services (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – TEMPORARY EASEMENT

The Property Owner and the City agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on and legally described in Exhibit A, which is attached and fully incorporated herein, and referred to herein as "temporary construction easement area."
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City's construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2021.

DIVISION II – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this 4th day of January, 2021.

PROPERTY OWNER:

CITY:

Signed: Cal Lienthal
By: _____
on behalf of Lienthal Properties, LLC

Signed: _____
Terry L. Donahue, Mayor

Signed: Nancy Lienthal
By: _____
on behalf of Lienthal Properties, LLC

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 4th day of January, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cal Lienthal and Nancy Lienthal, to me personally known, who, being by me duly sworn, did say that they are the owner and co owner, respectively, of Lienthal Properties, LLC, an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that Cal Lienthal and Nancy Lienthal 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.



Sherrie Kay Murphy
Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

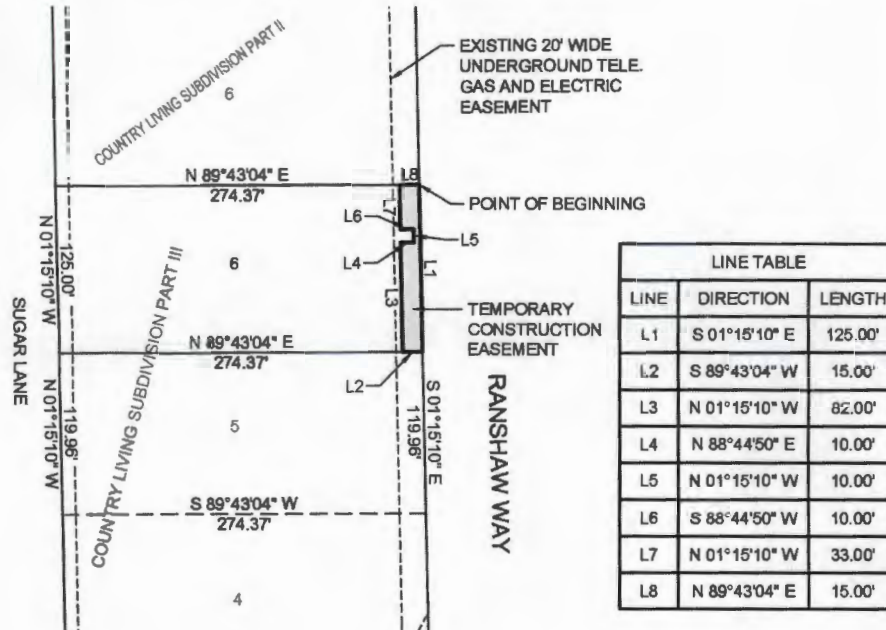
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey

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

EXHIBIT A

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT A PART OF LOT 6, COUNTRY LIVING SUBDIVISION PART III JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Lot 6, Country Living Subdivision Part III (Final Plat recorded in Plat Book 19, Page 9 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northeast corner of said Lot 6;

thence South 1°15'10" East 125.00 feet along the east line of said Lot 6 (assumed bearing for this description only) to the southeast corner of said Lot 6;

thence South 89°43'04" West 15.00 feet along the south line of said Lot 6;

thence North 1°15'10" West 82.00 feet;

thence North 88°44'50" East 10.00 feet;

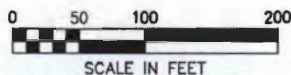
thence North 1°15'10" West 10.00 feet;

thence South 88°44'50" West 10.00 feet;

thence North 1°15'10" West 33.00 feet to a point of intersection with the north line of said Lot 6;

thence North 89°43'04" East 15.00 feet along said north line to the point of beginning.

Area: 1775 square feet more or less.



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Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT
LOT 6, COUNTRY LIVING SUB. PT. III
PROPERTY OWNER: LUENTHAL PROPERTIES, LLC
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	7/2/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	-

PROJECT NO.
119343-0

SHEET NO.
1 of 1

Resolution No. 2021-07

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN
LILIENTHAL 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 of North Liberty is planning the Ranshaw Way, Phase Five Project adjacent to property owned by Lilienthal Properties, LLC;

WHEREAS, a temporary construction easement is necessary for this project;

WHEREAS, the City of North Liberty agrees to purchase the necessary easements across, over, and through said property for \$950.00; and

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

NOW, THEREFORE, BE IT RESOLVED that the purchase of a temporary construction easement pursuant to the attached agreement between the City of North Liberty and Lilienthal Properties, LLC is approved for the Ranshaw Way, Phase Five Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 12th day of January, 2021.

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

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

TEMPORARY CONTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between STEVEN D. COOLEY and DARCY L. COOLEY, owners of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary easement for the public purpose of improving and widening Ranshaw Way, installing landscaping, lighting, traffic signals, sidewalks, and extending utility services (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – TEMPORARY EASEMENT

The Property Owner and the City agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on and legally described in Exhibit A, which is attached and fully incorporated herein, and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2022.

DIVISION II – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 20__.

PROPERTY OWNER:

CITY:

Signed: _____
Steven D. Cooley

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Darcy L. Cooley

Signed: _____
Tracey Mulcahey, City Clerk

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 Steven D. Cooley, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for said State

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 Darcy L. Cooley, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for said State

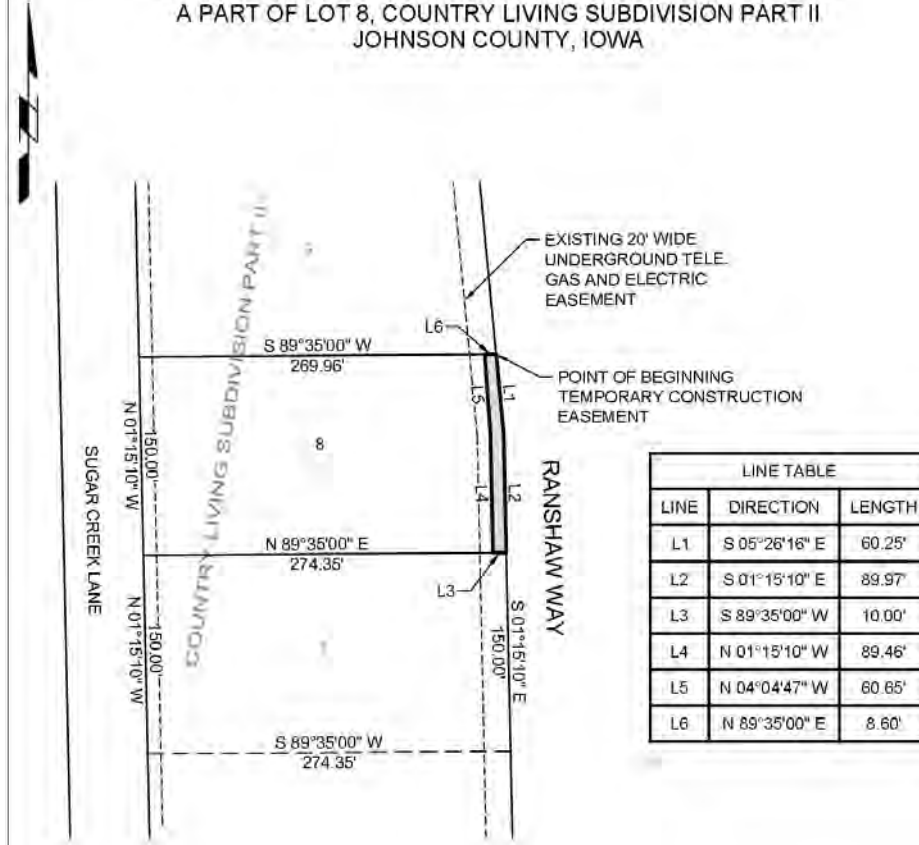
STATE OF IOWA, JOHNSON COUNTY: ss

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

EXHIBIT A

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT A PART OF LOT 8, COUNTRY LIVING SUBDIVISION PART II JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Lot 8, Country Living Subdivision Part II (Final Plat recorded in Plat Book 17, Page 35 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northeast corner of said Lot 8;

thence South 5°26'16" East 60.25 feet along an easterly line of said Lot 8 and the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);

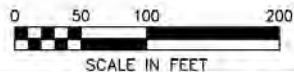
thence South 1°15'10" East 89.97 feet along an easterly line of said Lot 8 and the westerly right-of-way line of Ranshaw Way to the southeast corner of said Lot 8;

thence South 89°35'00" West 10.00 feet along the south line of said Lot 8;

thence North 1°15'10" West 89.46 feet;

thence North 4°04'47" West 60.65 feet to a point of intersection with the north line of said Lot 8;

thence North 89°35'00" East 8.60 feet along said north line to the point of beginning and containing 1459 square feet more or less.



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Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT
LOT 8, COUNTRY LIVING SUB. PT. II
STEVEN D. COOLEY AND DARCY L. COOLEY
NORTH LIBERTY, JOHNSON COUNTY, IOWA

PROJECT No.
119243.9

DATE	7/8/20	SCALE	AS SHOWN
DRAWN	JCB	FIELD BOOK	-
APPROVED	JCB	REVISION	-

SHEET NO.

1 of 1

Resolution No. 2021-08

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN
STEVEN D. COOLEY AND DARCY L. COOLEY AND THE CITY
OF NORTH LIBERTY**

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

WHEREAS, the City of North Liberty is planning the Ranshaw Way, Phase Five Project adjacent to property owned by Steven D. Cooley and Darcy L. Cooley;

WHEREAS, a temporary construction easement is necessary for this project;

WHEREAS, the City of North Liberty agrees to purchase the necessary easements across, over, and through said property for \$1,900.00; and

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

NOW, THEREFORE, BE IT RESOLVED that that the purchase of a temporary construction easement pursuant to the attached agreement between the City of North Liberty and Steven D. Cooley and Darcy L. Cooley is approved for the Ranshaw Way, Phase Five Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 12th day of January, 2021.

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

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

**PUBLIC EASEMENT AGREEMENT
(LANDSCAPE, SANITARY SEWER, AND TEMPORARY CONTRUCTION
EASEMENTS)**

This agreement is made and entered into by and between FAIRVIEW II CONDO OWNERS ASSOCIATION, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement (Division I) and a temporary easement (Division II) for the public purpose of improving and widening Ranshaw Way, installing landscaping, lighting, traffic signals, sidewalks, and extending utility services (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is

not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – PERMANENT LANDSCAPE AND SANITARY SEWER EASEMENT

Further, the Property Owner and the City agree that:

1. The permanent easement area being granted and conveyed by this Agreement is depicted and legally described in Exhibit A, which is attached and fully incorporated herein.
2. The City has the right to excavate in the permanent easement area as the City may find reasonably necessary.
3. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area, except that the City will not be required to or liable for the costs of re-paving of any paved area which was excavated for maintenance.
4. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the permanent easement area without obtaining the prior written approval of the City Engineer. Even with such approval, if the Property Owner paves or otherwise obstructs access to the easement area, the City shall have the right to excavate or remove such obstruction as the City deems reasonably necessary, and the City shall not be obligated to restore any paving disturbed by such excavation or removal.
5. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
6. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer.
7. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.
8. The City's rights under the permanent easement granted and conveyed herein by the Owner run indefinitely with the land.

DIVISION II – TEMPORARY EASEMENT

The Property Owner and the City further agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on

and legally described in Exhibit B, which is attached and fully incorporated herein, and referred to herein as "temporary construction easement area."

2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City's construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
9. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2022.

DIVISION III – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this 7th day of January, 2021.

PROPERTY OWNER:

CITY:

Signed:

Ryan Schroeder

Signed:

By: Ryan Schroeder - Secretary & Treasurer
Fairview II Condo Owners Association

Terry L. Donahue, Mayor

Signed:

Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 7th day of January, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan Schroeder in their capacity as Secretary & Treasurer of Fairview II Condo Owners Association, and who, being by me duly sworn, acknowledged the execution of this instrument to be their voluntary act and deed, and the act and the deed of said company.



[Signature]
Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

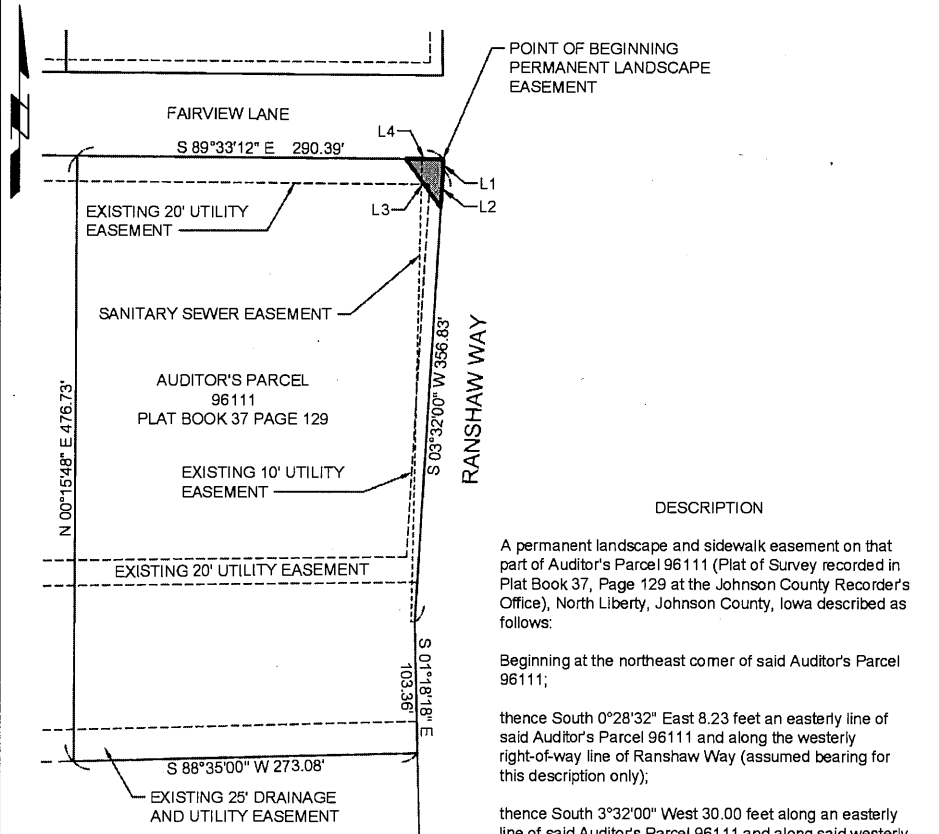
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North 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

EXHIBIT A

EASEMENT EXHIBIT PERMANENT LANDSCAPE AND SIDEWALK EASEMENT

A PART AUDITOR'S PARCEL 96111
NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A permanent landscape and sidewalk easement on that part of Auditor's Parcel 96111 (Plat of Survey recorded in Plat Book 37, Page 129 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northeast corner of said Auditor's Parcel 96111;

thence South 0°28'32" East 8.23 feet an easterly line of said Auditor's Parcel 96111 and along the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);

thence South 3°32'00" West 30.00 feet along an easterly line of said Auditor's Parcel 96111 and along said westerly right-of-way line;

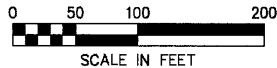
thence North 36°18'13" West 47.66 feet to a point of intersection with the north line of said Auditor's Parcel 96111, said point also being on the southerly right-of-way of Fairview Lane;

thence South 89°33'12" East 30.00 feet along said north line and said southerly right-of-way line to the point of beginning and containing 581 square feet more or less.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 00°28'32" E	8.23'
L2	S 03°32'00" W	30.00'
L3	N 36°18'13" W	47.66'
L4	S 89°33'12" E	30.00'

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-8.1(5)

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.	
	SIGNATURE: _____	
	NAME: JONATHON BAILEY	
	DATE: _____	LICENSE NUMBER: 12531
	MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2020	
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____		
THIS SHEET		



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ARCHITECTURE+ENGINEERING
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319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

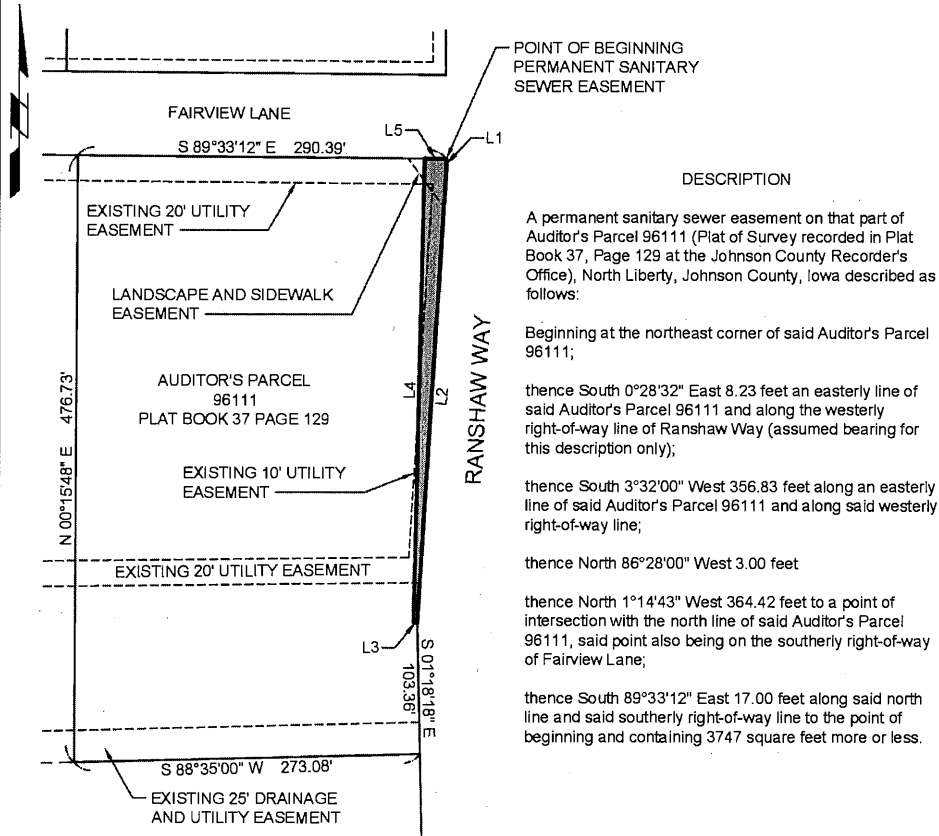
EASEMENT EXHIBIT				PROJECT NO.
A PART OF AUDITOR'S PARCEL 96111				119343-0
FAIRVIEW II CONDOMINIUMS				
NORTH LIBERTY, JOHNSON COUNTY, IOWA				
DATE	7/8/20	SCALE	AS SHOWN	SHEET NO.
DRAWN	JSB	FIELD BOOK	-	
APPROVED	JSB	REVISION	-	

1 of 1

EXHIBIT A

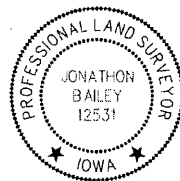
EASEMENT EXHIBIT PERMANENT SANITARY SEWER EASEMENT

A PART AUDITOR'S PARCEL 96111
NORTH LIBERTY, JOHNSON COUNTY, IOWA



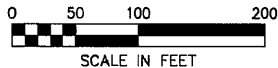
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 00°28'32" E	8.23'
L2	S 03°32'00" W	356.83'
L3	N 86°28'00" W	3.00'
L4	N 01°14'43" E	364.42'
L5	S 89°33'12" E	17.00'

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



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS
PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED
BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT
I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF
THE STATE OF IOWA.

SIGNATURE: _____
NAME: **JONATHON BAILEY**
DATE: _____ LICENSE NUMBER: **12531**
MY LICENSE RENEWAL DATE IS: **DECEMBER 31, 2020**
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
THIS SHEET



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EASEMENT EXHIBIT
A PART OF AUDITOR'S PARCEL 96111
FAIRVIEW II CONDOMINIUMS
NORTH LIBERTY, JOHNSON COUNTY, IOWA

PROJECT NO.
119343-0

DATE	7/8/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

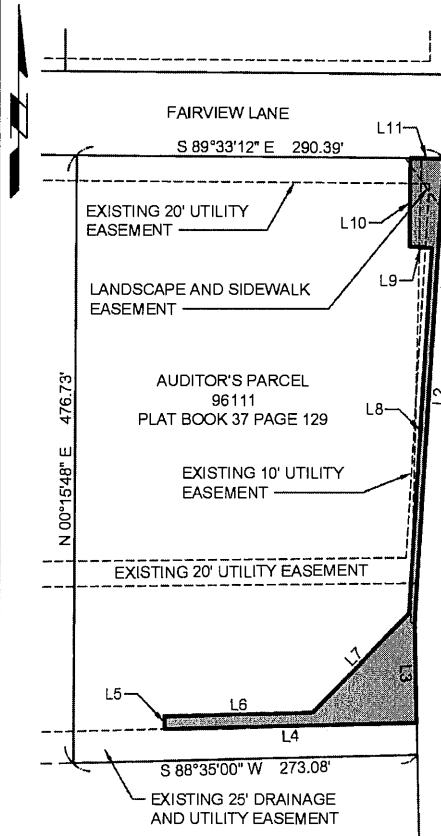
SHEET NO.

1 of 1

EXHIBIT B

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT

A PART AUDITOR'S PARCEL 96111
NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Auditor's Parcel 96111 (Plat of Survey recorded in Plat Book 37, Page 129 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the northeast corner of said Auditor's Parcel 96111;

thence South 0°28'32" East 8.23 feet an easterly line of said Auditor's Parcel 96111 and along the westerly right-of-way line of Ranshaw Way (assumed bearing for this description only);

thence South 3°32'00" West 356.83 feet along an easterly line of said Auditor's Parcel 96111 and along said westerly right-of-way line;

thence South 1°16'10" East 78.36 feet along an easterly line of said Auditor's Parcel 96111 and along said westerly right-of-way line;

thence South 88°35'00" West 200.00 feet along an existing drainage and utility easement;

thence North 1°25'00" West 10.00 feet;

thence North 88°35'00" East 118.00 feet;

thence North 44°14'07" East 108.87 feet;

thence North 3°32'00" East 286.98 feet;

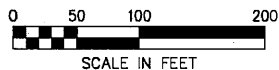
thence North 86°28'00" West 17.80 feet

thence North 0°26'48" West 69.42 feet to a point of intersection with the north line of said Auditor's Parcel 96111, said point also being on the southerly right-of-way of Fairview Lane;

thence South 89°33'12" East 26.00 feet along said north line and said southerly right-of-way line to the point of beginning.

Area: Total area of 8450 square feet with a net area of 2543 square feet more or less which excludes area in the permanent landscape, sidewalk and sanitary sewer easements.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 00°28'32" E	8.23'
L2	S 03°32'00" W	356.83'
L3	S 01°16'10" E	78.36'
L4	S 88°35'00" W	200.00'
L5	N 01°25'00" W	10.00'
L6	N 88°35'00" E	118.00'
L7	N 44°14'07" E	108.87'
L8	N 03°32'00" E	286.98'
L9	N 86°28'00" W	17.80'
L10	N 00°26'48" E	69.42'
L11	S 89°33'12" E	26.00'



SHIVE-HATTERY
ARCHITECTURE+ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT
A PART OF AUDITOR'S PARCEL 96111
FAIRVIEW II CONDOMINIUMS
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	7/8/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO.
119343-0

SHEET NO.

1 of 1

Resolution No. 2021-09

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN
FAIRVIEW II CONDO OWNER'S ASSOCIATION AND THE CITY
OF NORTH LIBERTY**

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

WHEREAS, the City of North Liberty is planning the Ranshaw Way, Phase Five Project adjacent to property owned by Fairview II Condo Owner's Association;

WHEREAS, permanent and temporary easements over, across and through said property are necessary for this project;

WHEREAS, the City of North Liberty agrees to purchase the necessary easements across, over, and through said property for \$13,815.00; and

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

NOW, THEREFORE, BE IT RESOLVED that that the purchase of a temporary construction easement pursuant to the attached agreement between the City of North Liberty and Fairview II Condo Owner's Association is approved for the Ranshaw Way, Phase Five Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 12th day of January, 2021.

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



Additional Information



To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **1/6/2021**
Re **Monthly Report**

December Permit Report:

52 permits were issued in December with estimated construction value of 2 million dollars. Eight new housing permits were issued with construction value of 1.4 million dollars. Staff completed 208 inspections during the month of December.

Rental/Code Compliance Cases:

Seventy-one rental permit applications received in December. A total of eight code compliance cases were processed in December.

2020 Permit Year End Report:

The number of permits issued in 2020 was 1049, with an estimated construction value of 46.4 million dollars. 122 dwelling units were added to North Liberty's housing stock, with estimated construction value of 27 million dollars. This is slightly lower number of units built in 2019 of 140 units. The inspections completed for the past year was 3,210.



Monthly Permit Tally Report

12/01/2020 - 12/31/2020

Permit #	Permit Type	Type of Improvement	Construction Value	Total Fees
----------	-------------	---------------------	--------------------	------------

Group: Automatic Fire Sprinkler System

11372	Fire	Automatic Fire Sprinkler	\$ 3,080.00	\$107.00
11371	Fire	Automatic Fire Sprinkler	\$ 3,095.00	\$107.00
11370	Fire	Automatic Fire Sprinkler	\$ 3,095.00	\$107.00
11369	Fire	Automatic Fire Sprinkler	\$ 3,095.00	\$107.00
11368	Fire	Automatic Fire Sprinkler	\$ 3,080.00	\$107.00
10661	Fire	Automatic Fire Sprinkler	\$ 42,000.00	\$459.00
			\$ 57,445.00	\$994.00

Group Total: 6

Group: Commercial Alteration

11399	Building	Commercial Alteration	\$ 37,500.00	\$517.50
11394	Building	Commercial Alteration	\$ 50,000.00	\$741.25
11363	Building	Commercial Alteration	\$ 5,000.00	\$111.25
11294	Building	Commercial Alteration	\$ 250,000.00	\$1,833.75
			\$ 342,500.00	\$3,203.75

Group Total: 4

Group: Deck

11388	Building	Deck	\$ 6,000.00	\$125.25
11382	Building	Deck	\$ 1,445.00	\$52.32
11380	Building	Deck	\$ 500.00	\$23.50
			\$ 7,945.00	\$201.07

Group Total: 3

Group: Fence

11361	Zoning	Fence	\$ 3,000.00	\$25.00
11331	Zoning	Fence	\$ -	\$25.00
			\$ 3,000.00	\$50.00

Group Total: 2

Group: Kitchen Hood Suppression System

11351	Fire	Kitchen Hood Suppression	\$ 2,254.16	\$75.00
			\$ 2,254.16	\$75.00

Group Total: 1

Group: Manufactured Home

11423	Demolition	Manufactured Home	\$ 25.00	\$25.00
11421	Demolition	Manufactured Home	\$ 25.00	\$25.00
11420	Demolition	Manufactured Home	\$ 25.00	\$25.00
11419	Demolition	Manufactured Home	\$ 25.00	\$25.00
			\$ 100.00	\$100.00

Group Total: 4

Group: Mechanical Electrical Plumbing (MEP)

11412	Building	Mechanical Electrical	\$ 1,000.00	\$38.75
11411	Building	Mechanical Electrical	\$ 1,000.00	\$38.75
11408	Building	Mechanical Electrical	\$ 1,500.00	\$54.00
11407	Building	Mechanical Electrical	\$ 1,200.00	\$44.85
11398	Building	Mechanical Electrical	\$ -	\$23.50
11393	Building	Mechanical Electrical	\$ 750.00	\$31.13
11392	Building	Mechanical Electrical	\$ 5,960.00	\$124.69
11385	Building	Mechanical Electrical	\$ 800.00	\$32.65
			\$ 12,210.00	\$388.32

Group Total: 8

Group: New Multi-Family Dwelling

11327	Building	New Multi-Family Dwelling	\$ 161,666.67	\$2,062.05
11326	Building	New Multi-Family Dwelling	\$ 161,666.67	\$2,062.05
11325	Building	New Multi-Family Dwelling	\$ 161,666.67	\$2,062.05
11324	Building	New Multi-Family Dwelling	\$ 162,500.00	\$2,066.72
11323	Building	New Multi-Family Dwelling	\$ 162,500.00	\$2,066.72
11322	Building	New Multi-Family Dwelling	\$ 162,500.00	\$2,066.72
11321	Building	New Multi-Family Dwelling	\$ 162,500.00	\$2,066.72
			\$ 1,135,000.01	\$14,453.03

Group Total: 7

Group: New Single Family Dwelling

11378	Building	New Single Family Dwelling	\$ 350,000.00	\$3,141.72
			\$ 350,000.00	\$3,141.72

Group Total: 1

Group: Rental

11404	Rental	Rental	\$ -	\$150.00
11403	Rental	Rental	\$ -	\$150.00
11402	Rental	Rental	\$ -	\$150.00
11401	Rental	Rental	\$ -	\$150.00
			\$ -	\$600.00

Group Total: 4

Group: Residential Addition

11427	Building	Residential Addition	\$ 12,345.00	\$214.08
11390	Building	Residential Addition	\$ 3,893.00	\$95.75
11384	Building	Residential Addition	\$ 2,313.00	\$73.63
11381	Building	Residential Addition	\$ 14,000.00	\$237.25
11377	Building	Residential Addition	\$ 13,872.00	\$235.46
11342	Building	Residential Addition	\$ 40,000.00	\$542.75
			\$ 86,423.00	\$1,398.92

Group Total: 6

Group: Residential Alteration

11389	Building	Residential Alteration	\$ 4,366.00	\$102.37
11354	Building	Residential Alteration	\$ 1,600.00	\$57.05
11181	Building	Residential Alteration	\$ 3,600.00	\$91.65
			\$ 9,566.00	\$251.07

Group Total: 3

Group: Right of Way

Monthly Permit Tally Report

11241	Construction	Right of Way	\$ 10,000.00	\$61,550.60
			\$ 10,000.00	\$61,550.60

Group Total: 1

Group: Zoning Certificate

11415	Zoning	Zoning Certificate	\$ -	
11414	Zoning	Zoning Certificate	\$ -	
			\$ -	

Group Total: 2

			\$ 2,016,443.17	\$86,407.48
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Total Records: 52



Permit Summary Report Inspection Type

Inspection Date 1/1/2020 TO 12/31/2020

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row	Total
* Select Type	0	0	0	0	0	0	0	1	1	0	0	0	2	
Inspection request	7	10	15	21	16	16	9	19	31	12	20	16	192	
Re-inspection	35	45	29	31	22	46	35	52	32	39	48	47	461	
1st SWPPP	1	3	13	10	3	3	13	5	6	8	5	3	73	
Above Suspended Ceiling	0	1	1	0	0	1	0	0	0	0	1	1	5	
Backflow Preventer	1	1	1	0	0	0	0	0	0	1	0	0	4	
Building Sewer	0	0	3	0	0	0	0	0	1	0	0	0	4	
Commercial Final	0	0	0	1	1	0	0	0	2	0	1	5	10	
Commercial Rough-In	1	0	0	1	3	0	0	0	2	0	2	5	14	
Curb Removal	0	0	0	0	0	1	0	0	0	0	0	0	1	
Deck, Porch, Sunroom Footings	0	5	8	20	13	12	25	11	18	14	14	6	146	
Driveway & Approach	0	0	0	0	0	0	0	0	0	0	1	0	1	
Electrical rough-in	0	0	0	0	0	0	0	0	0	0	1	0	1	
Final	4	1	10	3	4	9	3	0	4	3	2	2	45	
Final (Alterations and additions)	5	5	1	15	17	23	13	11	18	16	12	7	143	
Fire - Aboveground Storage Tank for Motor Vehicle Fuel Dispensing	0	1	0	0	0	0	0	0	0	0	0	0	1	
Fire - Alternative Automatic Fire Extinguishing System	1	0	0	0	0	0	0	0	0	0	0	0	1	
Fire - Automatic Sprinkler System	2	2	1	0	5	2	0	0	2	1	6	3	24	
Fire - Automatic Sprinkler System - Preconcealment	0	6	0	0	0	0	0	0	0	0	5	0	11	
Fire - Compressed Gas Detection	0	0	0	0	1	0	0	1	0	0	0	0	2	
Fire - Fire Alarm Installation	5	1	1	0	1	4	1	0	5	0	1	6	25	
Fire - Fire Alarm Installation (Rough-In)	0	0	0	0	0	0	0	0	0	0	1	0	1	
Fire - Fire Dept. Acceptance	4	1	1	2	6	3	0	0	2	1	1	6	27	
Fire - Kitchen Hood Suppression System Installation	0	0	0	1	1	1	0	0	0	3	0	1	7	
Fire - LP-Gas (Permanent Installation)	0	0	0	0	0	0	0	0	0	1	0	0	1	
Fire - LP-Gas (Temporary Installation)	0	0	0	0	0	0	0	0	0	0	0	1	1	
Fire - Retail Sales of Fireworks	0	0	0	0	0	2	0	0	0	0	0	0	2	
Fire - Vehicle Exhaust Ventilation Equipment	0	0	0	0	0	0	0	0	0	0	0	2	2	
Footings/Slabs	1	4	11	12	4	10	14	9	8	14	11	7	105	
Foundation Dampproofing	1	2	9	9	3	4	10	5	7	10	9	3	72	
Foundation Wall	1	3	9	11	5	5	12	5	8	12	10	3	84	
Framing	0	1	0	0	0	0	1	0	0	0	0	0	2	
Gas service release	5	9	10	14	6	5	30	11	21	27	22	6	166	
Grading	1	4	8	12	3	4	11	5	7	9	7	3	74	
Manufactured Home	1	0	3	0	0	6	0	8	0	3	0	0	21	
Meeting	1	1	0	1	0	1	0	0	3	1	0	0	8	
Non-Compliance Notice	0	0	0	0	0	0	0	0	1	0	1	0	2	
Notice of Termination CSR	1	3	9	9	4	4	10	6	7	8	5	3	69	
NPDES Quarterly Erosion Control Inspection	0	4	18	0	0	19	7	0	23	0	1	14	86	
Other	86	9	0	4	1	0	1	0	2	0	1	0	104	
Permanent Electric Service Release	4	8	12	15	5	6	30	12	23	28	21	13	177	
Plumbing below slab	5	4	11	10	6	5	16	7	9	10	10	4	97	
Pool (residential)	0	0	0	0	0	1	0	0	1	0	0	0	2	
Rental	0	0	1	0	1	1	1	0	0	0	0	0	4	
Residential final (New Construction)	1	9	9	15	3	5	30	5	15	16	21	4	133	
Residential Photovoltaic (PV) Solar System	0	0	2	2	5	8	4	3	3	11	2	4	44	
Residential Rough-in (New Construction)	1	10	10	14	4	5	30	5	15	16	18	4	132	
Rough In (Alterations and additions)	2	3	3	8	3	5	4	3	4	10	7	2	54	
Rough-in	1	0	4	0	1	0	0	0	0	0	1	0	7	
Sanitary Sewers	0	0	0	0	0	0	0	0	0	0	0	1	1	
Sewer & Water Service	1	6	10	12	3	5	18	5	14	11	11	4	100	
Sidewalk Release	1	3	10	9	3	4	10	5	7	9	5	3	69	
Sign location & footings	0	1	0	0	0	0	0	0	0	0	0	0	1	
Stormwater Management Facilities-Private Routine	1	0	0	0	0	0	0	0	0	1	0	0	2	
Stormwater Quality-Grant Funding Inspection	0	0	0	2	3	0	1	0	1	0	0	0	7	
Sump Pump Discharge Line	0	3	9	13	4	5	25	5	13	16	20	4	117	
Temporary Electric Service	0	3	10	9	3	5	13	5	8	11	11	4	82	
Type One Hood System	0	0	0	0	0	0	0	0	0	1	0	0	1	
Water Heater	5	2	0	1	0	0	0	0	1	4	1	1	15	
Water Main and Appurtenance	0	0	2	0	0	0	0	0	1	0	0	0	3	
Witness air pressure test and piping inspection	5	7	1	2	1	5	49	12	15	21	25	9	152	
Zoning Department Acceptance	1	0	4	0	0	2	0	0	2	0	0	1	10	
Totals:	192	181	259	289	164	243	426	216	343	348	341	208	3210	



Certificate of Occupancy Monthly Report

12/01/2020 - 12/31/2020

Applicant	Parcel Address	Project Description	Permit Type	Date C.O. Issued
Golfview MHP	55 Golfview Court	2020 Rental Permit	Rental	12/14/2020
Golfview MHP	54 Golfview Court	2020 Rental Permit	Rental	12/14/2020
Golfview MHP	50 Golfview Court	2020 Rental Permit	Rental	12/14/2020
Golfview MHP	79 Golfview Court	2020 Rental Permit	Rental	12/14/2020
Adam Schechinger	905 Grouse Court	LL exercise room	Building	12/16/2020
Golfview Estates	62 Golfview Court	New Manufactured Home Installation	Building	12/30/2020
Golfview Estates	64 Golfview Court	New Manufactured Home Installation	Building	12/30/2020
Kathleen A Pelland	7 Hawkeye Drive Unit 102	Remodel of new hair salon	Building	12/17/2020
Golfview Estates	55 Golfview Court	New Manufactured Home Installation	Building	12/7/2020
Golfview Estates	54 Golfview Court	New Manufactured Home Installation	Building	12/14/2020
Golfview Estates	138 Golfview Court	New Manufactured Home Installation	Building	12/14/2020
Caleb Shield	760 Oak Terrace Avenue	New Duplex	Building	12/11/2020
Arlington Development	315 Whitman Avenue	Single Family Construction	Building	12/10/2020
Doug Lee Construction	1480 Franklin Street	New home construction	Building	12/9/2020
Watts Group Construction	1425 Franklin Street	New Single Family	Building	12/8/2020

Watts Group	1405 Franklin Street	New Single Family	Building	12/4/2020
Watts Group	505 N. Madison Avenue	Junge Auto Body Building	Building	12/21/2020
Chris Ortman	205 Washington Avenue	Finishing room in basement	Building	12/10/2020
Ryan Abraham	1142 Mary Lane	2020 Rental Permit	Rental	12/31/2020
Wilvar Enterprises Inc.	395 Beaver Creek Centre	Renovation of Pizza Ranch	Building	12/4/2020
Barry Frantz Construction, Inc	1222 Leann Circle	New Attached SFD with two stall garage	Building	12/29/2020
Duck Creek Rentals LLC	105 E. Jefferson Street	2020 Rental Permit	Rental	12/17/2020
OR Rentals	30 Jefferson Lane	2020 Rental Permit	Rental	12/4/2020
Kevin Rocca	70 Bobcat Place	2020 Rental Permit	Rental	12/31/2020

Total Records: 24

Code Compliance Report

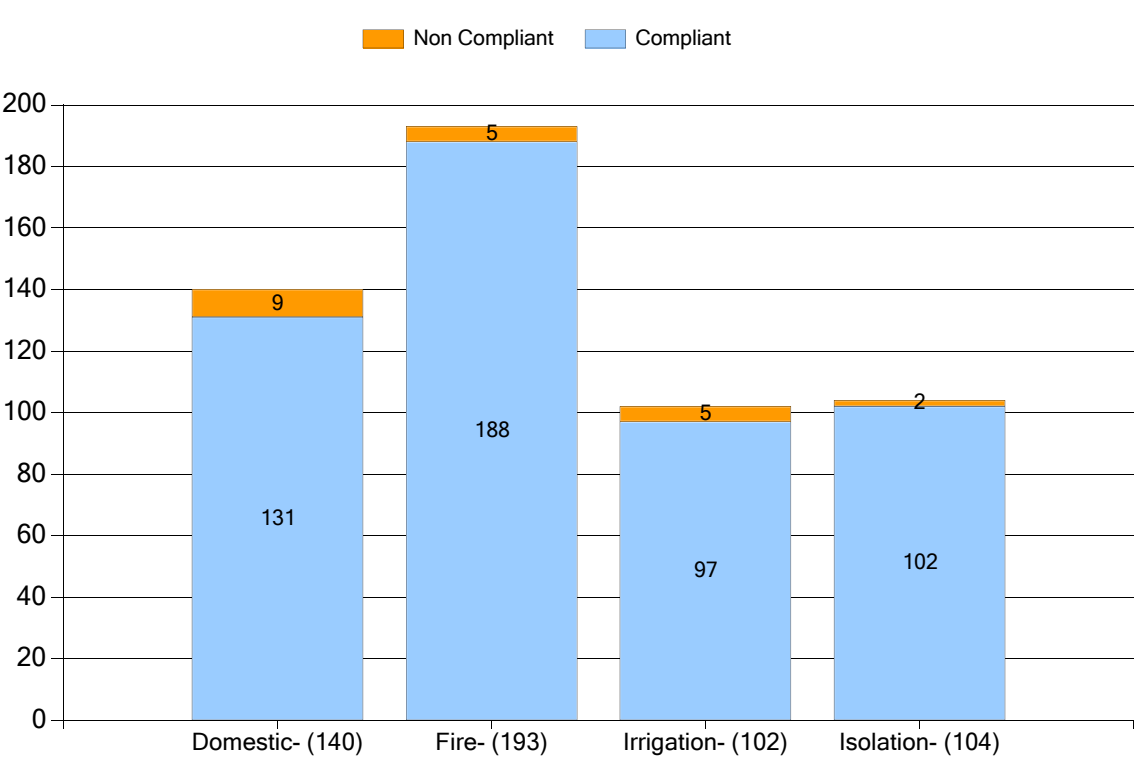
12/01/2020 - 12/31/2020

Case Date	Case #	Status	Complaint	Reporting Code
12/7/2020	4402	Open	past due annual backflow preventer test report	Building Code
12/7/2020	4403	Open	past due annual backflow preventer test report	Building Code
12/7/2020	4404	Open	past due annual backflow preventer test report	Building Code
12/7/2020	4405	Open	Past Due backflow preventer test report	Building Code
12/7/2020	4406	Closed	past due annual backflow preventer test report	Building Code
12/7/2020	4407	Closed	past due annual backflow preventer test report	City Code
12/7/2020	4408	Closed	Sidewalk snow removal	City Code
12/15/2020	4409	Closed	Sidewalk snow removal	City Code

2020 Permit Tally Report

Permit Type	Number of Permits	Construction Value
Demolition	15	\$0.00
Fire Dept.	60	\$209,993.15
Backflow Preventer	2	\$1,300.00
Commercial Alteration	23	\$2,265,353.68
Construction	4	\$1,486,000.00
Deck	8	\$27,887.00
Zoning	293	\$1,187,521.63
Fence	133	\$286,566.00
Foundation	4	\$300,500.00
Manufactured Home	28	\$1,224,000.00
Mechanical, Electrical and Plumbing	73	\$1,450,227.51
New Commercial	3	\$4,500,000.00
New Industrial	1	\$1,500,000.00
New Multi-Family Dwelling	21	\$3,375,000.01
New Single Family Dwelling	37	\$12,099,029.29
New Single Family Dwellings Attached	42	\$8,752,533.00
New Townhouse	22	\$3,095,998.00
New Rental	90	\$0.00
Residential Addition	37	\$735,215.00
Residential Alteration	119	\$1,251,844.35
Right of Way	9	\$66,532.79
Sidewalk	6	\$1,000.00
Subdivision	2	\$2,125,000.00
Swimming pools, spas and hot tubs	17	\$521,500.00
TOTAL	1049	\$46,463,001.41

Breakdown of Backflow Preventer Compliance



Fire = Fire Protection / Fire Detector Bypass
Domestic = Domestic / Domestic Bypass
Irrigation = Lawn Irrigation
Isolation = All Others



To **Mayor, City Council, Communications Advisory Commission**
CC **City Administrator Ryan Heiar**
From **Communications Director Nick Bergus**
Date **Jan. 4, 2021**
Re **Communications Staff Report for November**

COVID-19

The pandemic is still happening and impacting our operations. I'm personally proud of the way my team has responded to the challenges with creativity and flexibility, seen and seized opportunities, and found ways to continue servicing to our community.

Beat the Bitter

We announced plans for the 2021 pandemic edition of the festival, which will run Jan. 30 through Feb. 6. This year, all programming is free (though registration for some is still required). Our goal was to offer programming that would be COVID-19-aware and that, after a year of upended plans, our community could count on. Our plans include hitting all the event's main pillars with a virtual Snuggie Crawl, an Igloo Jam to benefit the United Way's disaster relief fund, fireworks and ice sculptures, a do-on-your-own 5K-ish Obstacle? Run, activity kits and the Idita-Pod Race scavenger hunt. We're thankful for the financial support of Collins Community Credit Union, GEICO Careers and GreenState Credit Union in making the event possible. Details are available at beatthebitter.com

Great Neighborhoods

While the program doesn't start in full until January, we hosted a kickoff "holiday party" with our volunteer Neighborhood Ambassadors to introduce them to each other and city leaders. We worked on a joint Welcome and Neighborhood Ambassador Guide that will be printed and distributed in January. The guide is something we think we will produce annually, distribute through city facilities, real estate agents, landlords and property managers and others who often serve as first contacts to new residents. We're excited for this program to take root in our community. More is available at northlibertyiowa.org/BeGreat.

Employee Recognition

With the pandemic, staff weren't able to celebrate tenure milestones and the end of the year together as they traditionally do. We worked with City Administrator Ryan Heiar to produce a lighthearted — and heartfelt — video message to staff in the form of a *Night Before Christmas* homage looking back on the year, messages from elected officials, and acknowledgement of staff tenure milestones.

Blues & BBQ

We're in the early stages of planning for Blues & BBQ, which we would expect to fall on July 10, 2021. It's unclear what the public health situation might be in six months, though we're

approaching it with open eyes and an abundance of caution, thinking that we would primarily plan for an event of a smaller scale, that we may need to find a way to limit crowd sizes and take other precautions. Of concern is our volunteer base, which trends older. We would rather plan smaller and find ourselves in a place where it's safe to host a larger event than have to scale back plans. Much, we think, will come down to vaccination rates, positivity rates and other COVID-19 metrics.

Winter Activities

We're continue to work to find ways to promote activities in North Liberty despite the pandemic winter expected. In December, we promoted a series of engagement activities (tree lights, sweaters, senior care packages, cookie decorating) as well as an online-recreation center, and Make it Mondays.

Other Items

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

We worked with City Planner Ryan Rusnak to host a Good Neighbor Meeting for a potential rezoning near North Liberty Road. The project garnered a more interest due to its location.

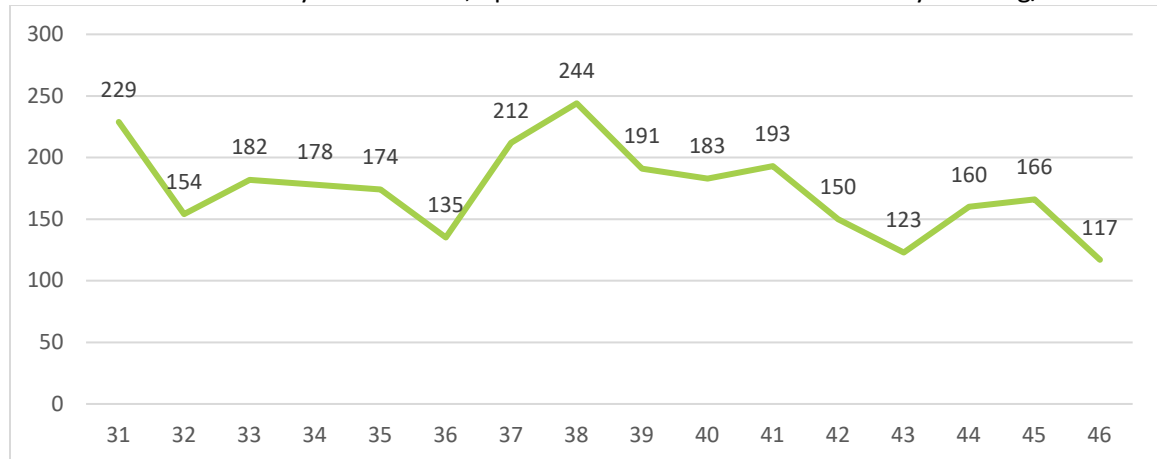
We sent news releases about city programming and service changes, COVID-19 issues, ongoing derecho cleanup, leaf collection, project and more.

Completed Videos

Title	Requested By	Completed	Duration
YLaH: Salt Painting!	Library	Dec. 1	0:19
Parks and Recreation Commission	Administration	Dec. 3	0:21
Communications Advisory Commission	Administration	Dec. 7	0:27
2020 Bravo Recipient Keshia Fields	Think Iowa City	Dec. 8	0:05
Beat the Bitter: Fireworks	Communications	Dec. 8	0:01
City Council	Administration	Dec. 8	1:20
YLaH: DIY Balloon Drop!	Library	Dec. 10	0:14
Great Neighborhoods kickoff	Communications	Dec. 14	0:54
Happy Holidays, North Liberty	Administration	Dec. 17	0:10
YLaH: Wishing Wands!	Library	Dec. 17	0:18
Good Neighbor Meeting: Scanlon Farm	Planning	Dec. 17	0:47
Beat the Bitter: Snuggie Crawl	Communications	Dec. 18	0:01
Senior Lunch: Holiday Songs	Administration	Dec. 21	0:53
Senior Lunch: Morocco Travelogue	Administration	Dec. 21	0:54
Library Board of Trustees	Administration	Dec. 21	0:52
City Council	Administration	Dec. 22	0:51
Total completed productions: 16	Duration of new video: 8.5 hours		

52317 Podcast

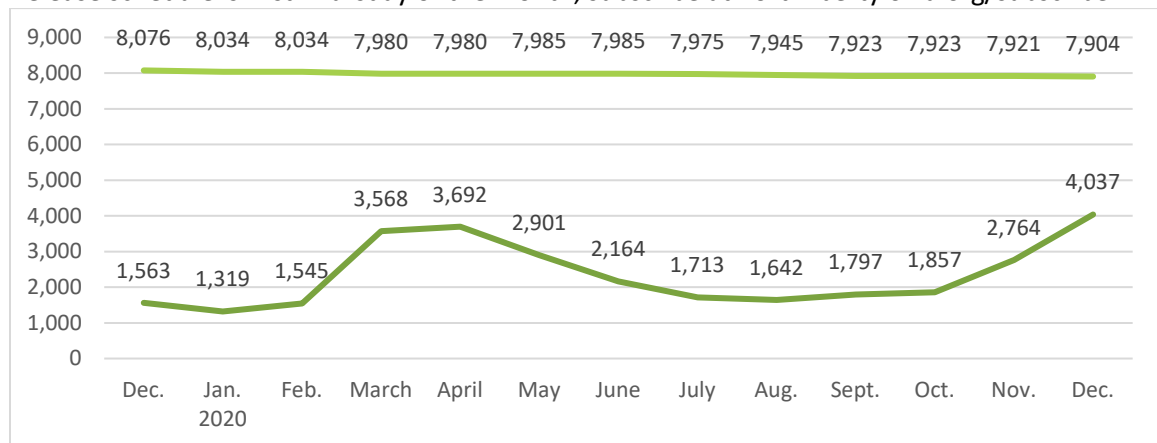
Release schedule is every three weeks; episodes can be found at northlibertyiowa.org/52317.



Downloads is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device since its publication. Numbers are as reported by service provider LibSyn as of the date of this report. **Episodes** 46: MixHomeMercantile; 45: The Lounge; 44: Debut Dance; 43: Ice Cube Press; 42: Brown's School of Martial Arts; 41: Salon Ludic; 40: Tamarack 39: Table; 38: Vanilla Beans & Daydreams; 37: North Liberty Fire Department; 36: North Liberty Community Pantry; 35: Realtor Ashley Bermel; 34: We Run; 33: South Slope (archive); 32: Heat Yoga Studio & Spa; 31: New Pioneer Co-op

North Liberty Bulletin Email Newsletters

Release schedule is first Thursday of the month; subscribe at northlibertyiowa.org/subscribe.



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp.

Subject lines Nov: Kindness Matters; Oct: Get your trebuchet ready; Sept: A perfect storm; Aug: It's back? to school season; July: Summer summer summertime; June: Stop and listen; May: How's everyone doing?; April: This is something else; March: Smell that smell; Feb: Mythbuster; Jan: New decade, new us.; Dec: Dreaming of a non-polar vortex winter; Nov: Pretty sure you didn't listen/Let's try this again

Social Media

Month	Facebook		Twitter		Instagram	Nextdoor
	New likes	Reach	New follows	Impressions	Followers	Members
Dec 2020	43	10,064	0	23,000	2,266	4,712
Nov 2020	37	9,978	20	50,600	2,242	4,684
Oct 2020	75	28,920	6	35,000	2,216	4,657
Sept 2020	66	21,472	11	33,500	2,195	4,624
Aug 2020	35	13,370	18	39,500	2,118	4,568
July 2020	35	13,370	18	39,500	2,118	4,568
June 2020	95	37,016	53	81,200	2,080	4,522
May 2020	98	14,541	8	51,800	2,044	4,487
April 2020	43	15,703	25	73,500	1,996	4,455
March 2020	84	25,857	26	47,500	1,961	4,404
Feb. 2020	31	16,868	17	23,800	1,911	4,340
Jan. 2020	72	25,797	34	42,100	1,901	4,321
Dec 2019	34	11,762	12	34,100	1,868	4,280

Facebook new likes is the net number of new users liking the city's Facebook page; it does not include new *followers*.

Facebook reach is the number of unique users who saw any of the city's Facebook content, reported on a 28-day period. **Twitter new follows** is the net number of new users following the city on Twitter. **Twitter impressions** is the total number of times a tweet from the city was shown to a user. **Instagram new follows** is the net number of new users liking the city's Instagram account. **Nextdoor members** is the number of verified North Liberty residents who are users and able to receive our agency messages.

Website Statistics

Month	Sessions	Users	Pageviews	Pgs/Session	Avg Session
Dec 2020	16,287	12,267	32,867	2.02	1:18
Nov 2020	19,249	11,438	36,266	1.88	1:07
Oct 2020	26,779	19,448	47,929	1.79	1:10
Sept 2020	23,476	17,070	42,626	1.82	1:12
Aug 2020	19,804	14,379	36,863	1.86	1:16
July 2020	17,231	10,213	35,578	2.06	1:29
June 2020	22,535	15,909	44,379	1.97	1:22
May 2020	14,669	11,451	39,087	1.90	1:10
April 2020	18,727	13,796	34,990	1.36	1:10
March 2020	26,268	18,454	46,350	1.76	1:01
Feb 2020	14,211	10,558	29,875	2.10	1:18
Jan 2020	21,993	15,082	47,300	2.15	1:46
Dec 2019	17,879	12,571	38,918	2.18	1:23

Sessions is the number of time-bound user interactions with the website. **Users** is the number of unique devices loading the site in that month. **Pageviews** is the total number of pages loaded or reloaded. **Pgs/Session** is the number of pages loaded per session. **Avg. Session** is the average length, in minutes and seconds, of user interactions. All stats are monthly.



TO: Johnson County Supervisors
FROM: Jennie Garner, Library Director
DATE Jan 5, 2020
SUBJECT: Monthly Library Report

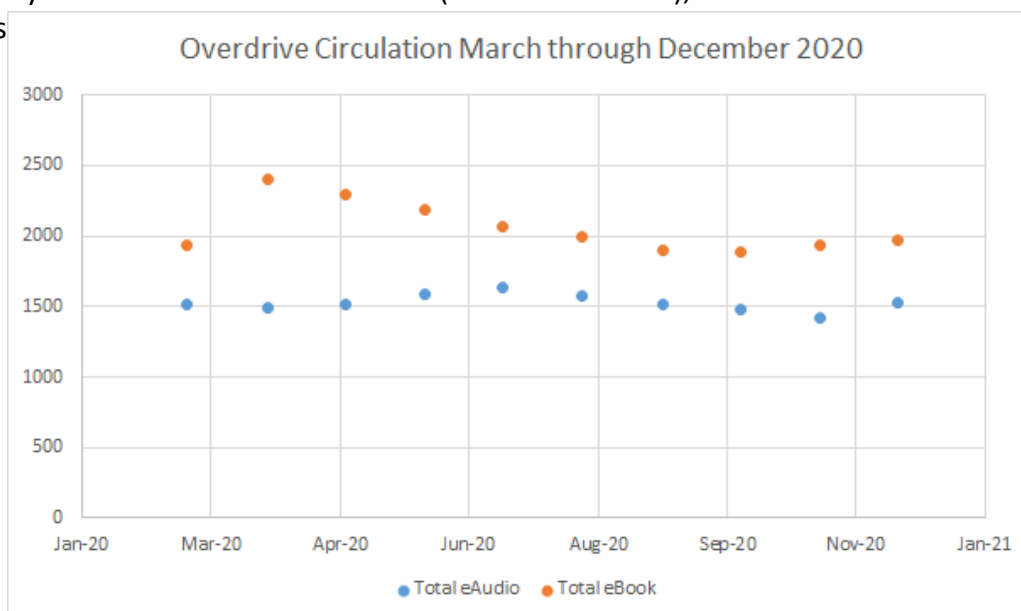
Library News

We are proud to announce that the North Liberty Library was one of 200 libraries chosen to receive a grant award of \$3000 from the American Library Association Libraries Transforming Communities (LTC) initiative. The grant provides facilitation training and funds to help the library launch Lighthouse in the Library (LITL), a conversation series giving space and dialogue to residents to speak on issues in a town hall-style setting. The theme of LITL is 'better library, better community'. We envision this initial series becoming not only a catalyst for library improvements but also as an experience that will encourage more equity outside the library walls. Our Public Services Librarian, Kellee Forkenbrock, is the project administrator for the grant.

Even with three holidays in the month and the library being open by appointment only, we still had 139 DOT kiosk uses in December and the new afterhours lockers were used for materials pick up nearly 30 times.

As we've finished out 2020, it's always interesting to view the reports for the fiscal and calendar year. As we expected, our stats the last quarter of FY20 were down for physical checkout but since the library has been operating with appointments and curbside (starting mid-March), we've still had over 6000 active different individual patrons using the library for both physical materials and eContent. Additionally, we've had just over 500 patrons register for library cards in the last three quarters of 2020.

As you can see on the chart below (March to current), eBooks and eAudio use rose in December. This is



With that in mind, we are adding another eBook/eAudio platform, cloudLink, and a library app to our digital resources through a company called Bibliotecha. Our patrons will have access not only to North Liberty's collection through cloudLink but also to the Cedar Rapids Metro, Orange City, Central City. Library staff is working behind the scenes to get everything set to launch this new service. More to come.

While we've changed so much of our service model and moved into this very virtual realm that doesn't lend itself so much to fun pictures on Zoom often, we're still reaching people, and in one case, on a global level. Our Adult Service Librarian, Amy, shared this story from one of our programs from last month:

The Gardening with Children event (Dec 15) somehow reached someone in the UK! It was an event that was held by Linn County Master Gardener in partnership with the Indian Creek Nature Center that the library facilitated by covering the \$5 ticket cost for patrons who registered through us for the program.

Amy said she didn't realize this until about 12:15pm the day of the event when she received an email saying the person wasn't able to view the event and was sad about it. I responded that the event doesn't start until 6pm CST and she asked Amy to convert that to UK time. Turns out she hadn't realized that the event was streaming from the US. She stayed awake until midnight her time to attend the event.

Our Public Services Librarian, Kellee, had over 560 views of the Love, Light, and Lit program in December. This has been a very popular program. As you may recall, Love, Light, and Lit, featured live on NLL's Facebook's page every Monday at noon, is an informational segment focused on health, wellness, and overall enlightenment. Past topics have included health awareness months, chair yoga, multicultural heritage recognition, and wellness-related book recommendations straight from our shelves.



To North Liberty Mayor and City Council Members
CC Ryan Heiar, City Administrator
From Brian Platz, Fire Chief
Date January 7th, 2021
Re Fire Department Report to Council – January 2021

On behalf of the fire department, I would like to wish each of you a Happy New Year! With the number of oddities that 2020 brought, I'm hopeful for a much more "normal" year. That said, we started the year with an early morning break-in at the fire station on January 3rd. The invader damaged a number of garage door panels, scratched the new tanker truck, damaged a mobile radio in another truck, kicked in two interior doors, and tossed a number of monitors to the floor. Not a great start to the year but fire and law enforcement personnel handled the situation quickly and effectively.

Accompanying this report is a snapshot of our annual statistics. I plan to have an annual report to you next month which will have additional content. I wanted to provide you a few highlights from the data as I see it.

Our overall call volume is up 11% from 2019. We ended the year with 1477 calls for service. I took the opportunity to discuss this with some of my peers and found that our fire station runs more calls than three fire stations in Cedar Rapids and one fire station in Iowa City. This is significant and explains why we continue to combat burnout and have difficulty with getting responders to answer the bell.

Calls for service were a bit lower in both the city and Madison Township, up 3% in Penn Township. 82% of all calls occurred within the city limits of North Liberty. Mutual and automatic aid responses are up 1.2% from 2019. This past year we requested aid 80 times and provided aid on 72 occasions.

Medical responses are up 4.5% overall. The "good intent" category saw a downturn of 5%. Included in the good intent category are responses where we are cancelled while responding. The reason for this flip is directly attributed to placing firefighters in the station. We are getting out the door quicker and being disregarded less, thus making it to the scene. Additionally, when we are canceled, we track which agency cancels us. In 2020, we realized a decrease in calls that were cancelled by the Johnson County Ambulance Service. This further indicates that putting personnel in the station reduces response times and positions us to be a more effective piece of the first response structure.

Responses with two people or less decreased from 19% to 10.8% over the past year. That said, we still had three calls this year that went unanswered with no personnel available. This was the same number as 2019.

As indicated above, I will have our annual report for you next month. We endeavor to improve and the only way to do so is to know where we've been. Wishing all of you a safe and healthy new year.



North Liberty Fire Department 2020 Monthly/YTD Response Report

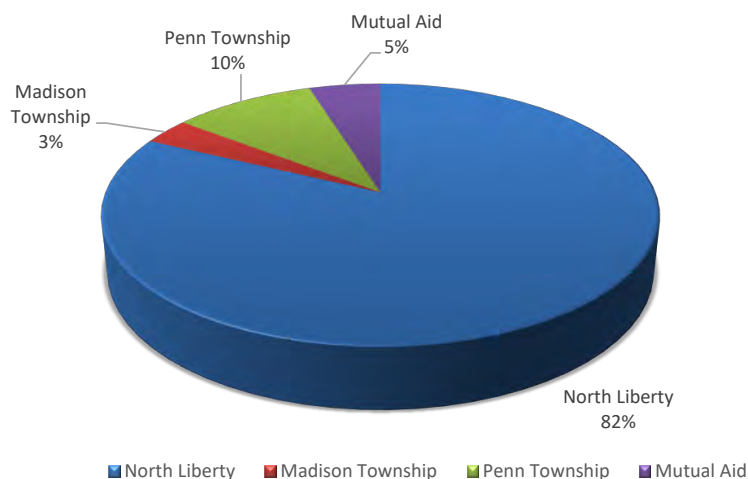
North Liberty Fire Department Responses By Fire District

	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	115	95	90	1213	82.13%
Madison Township	6	2	5	4	6	7	4	4	2	1	3	4	48	3.25%
Penn Township	11	11	6	16	5	11	11	29	9	13	10	12	144	9.75%
Mutual Aid	8	6	4	7	8	8	5	9	4	4	5	4	72	4.87%
Total Responses	140	121	111	112	98	108	126	180	125	133	113	110	1477	

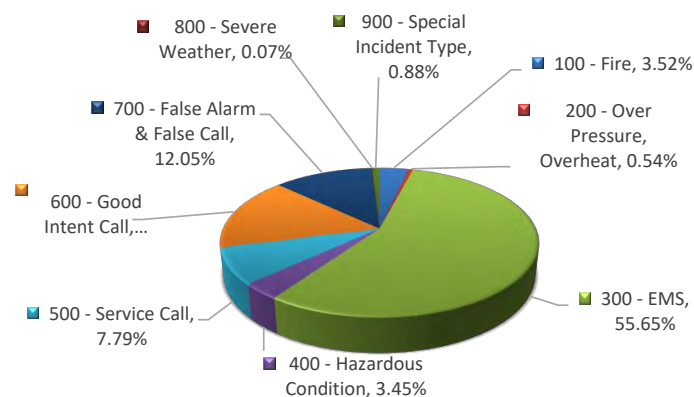
North Liberty Fire Department Responses By Type of Incident

	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	3	5	5	52	3.52%
200 - Over Pressure, Overheat			1	1			1	1		2	2		8	0.54%
300 - EMS	78	75	53	52	54	64	80	90	73	71	67	65	822	55.65%
400 - Hazardous Condition	4	4	4	3	4	4	1	15	1	3	4	4	51	3.45%
500 - Service Call	14	6	7	5	8	7	9	12	16	13	8	10	115	7.79%
600 - Good Intent Call	27	22	22	28	15	17	9	30	16	19	15	17	237	16.05%
700 - False Alarm & False Call	13	12	21	14	13	11	16	23	15	20	11	9	178	12.05%
800 - Severe Weather								1					1	0.07%
900 - Special Incident Type	1		1	2	1	1	1	3		2	1		13	0.88%
Total Responses	140	121	111	112	98	108	126	180	125	133	113	110	1477	

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	
Total Responses for Month	140	121	111	112	98	108	126	180	125	133	113	110	1477	
Average Responders per Incident	5.6	4.3	4.3	4.6	4.4	5.2	4.8	5.9	4.7	4.6	4.3	4.4	4.8	
# Incidents with 2 or less Responders	13	19	18	13	8	5	12	12	14	18	14	13	159	
% Incidents with 2 or less Responders	9.3%	15.7%	16.2%	11.6%	8.2%	4.6%	9.5%	6.7%	11.2%	13.5%	12.4%	11.8%	10.8%	
# Incidents with No NLFD Response	1	0	0	0	0	0	0	2	0	0	0	0		
													Year To Date	Percent To Date
# Incidents Cancelled Enroute or Prior to Arrival	15	19	15	19	9	12	4	21	11	10	10	11	156	10.56%
# Incidents Cancelled by JCAS	6	8	5	4	3	5	4	7	2	3	3	3	53	33.97%
# Incidents Cancelled by JECC	3	4	3	4	0	1	0	6	3	2	3	2	31	19.87%
# Incidents Cancelled by Law Enforcement	2	2	4	6	1	4	0	1	2	4	2	3	31	19.87%
# Incidents Cancelled by Fire Department	4	5	3	5	5	2	0	7	4	1	2	3	41	26.28%

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

	January	February	March	April	May	June	July	August	September	October	November	December	
Total Emergent (Lights & Sirens) Responses for Month	78	75	67	54	50	65	74	108	67	78	64	65	
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	9	10	4	4	3	4	9	16	7	11	6	7	
# of Incidents with Turnout Time 2 Minutes or Less - PT	5	16	11	7	7	10	6	19	5	8	9	10	
# of Incidents with Turnout Time 2 Minutes or Less - Total	14	26	15	11	10	14	15	35	12	19	15	17	
% Incidents with Turnout Time 2 Minutes or Less	17.9%	34.7%	22.4%	20.4%	20.0%	21.5%	20.3%	32.4%	17.9%	24.4%	23.4%	26.2%	Year To Date
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	3:26	3:08	2:40	3:03
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	9:12	8:42	9:07	8:45

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

North Liberty Fire Department Auto Aid & Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	2	2		3	2	2	4	2	2	1	1	1	22	1.49%
Auto Aid - Iowa City (52003)	1	1	1	1			1					1	6	0.41%
Auto Aid - Solon (52008)	2	1	1	1	3	3					1	1	13	0.88%
Auto Aid - Swisher (52009)	3	2	2	2	3	2		7	2	3	3	1	30	2.03%
Mutual Aid - Other Fire Departments						1							1	0.07%
Total Responses	8	6	4	7	8	8	5	9	4	4	5	4	72	4.87%

North Liberty Fire Department Auto Aid & Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1		2	4			3	3	3	5	2	2	25	1.69%
Auto Aid - Iowa City (52003)	1												1	0.07%
Auto Aid - Solon (52008)	1		2	4			3	5	3	5	3	2	28	1.90%
Auto Aid - Swisher (52009)	4	1	3	3	3	4		1			2	1	22	1.49%
Mutual Aid - Other Fire Departments	1							3					4	0.27%
Total Responses	8	1	7	11	3	4	6	12	6	10	7	5	80	5.42%



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

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

Date **January 5, 2021**

Re **Monthly Report**

We performed various building maintenance tasks as needed this month. We continue to work with Shive Hattery and contractors regarding the Ranshaw House project. We have begun work on the Ranshaw house wood trim cleaning and baseboard enhancements. We installed one of the two security doors at the front end of the City Admin building. Work on these projects will be tailored around our park and snow removal responsibilities.

We maintained equipment as needed this month. We performed preventative maintenance and repaired winter equipment as time permitted. We continue to prepare for the upcoming growing season by performing preventative maintenance and repairs to ball field maintenance, mowing, trimming and landscaping equipment.

We installed new trash waste receptacles at Red Fern Dog Park.

We continue to organize and clean-up our shop as time allows.

Parks staff completed annual training requirements as well as required Department training through Target Solutions.

We completed the Tree City USA recertification application and submitted to the IDNR Forestry Department. If approved at the state level it will be sent on to the Arbor Day foundation for final approval. We have received this award as a Tree City USA participant for the past 25 years. This helps us obtain other tree grant funding as well as show how proactive North Liberty is planting trees within our Community.

We completed and submitted the *Trees Please* Grant from MidAmerica Energy. Within two weeks of submitting the application we were awarded a \$1000 grant to plant additional trees at Red Fern Dog Park next season.

I am working on an Alliant Energy grant to possibly help fund the Rec Center Parking lot light LED improvement project.

We continue to meet with Shive Hattery offering input and ideas regarding the landscaping design/layout of Ranshaw Way phase 5. This phase includes the future pedestrian tunnel and street landscaping boulevards. We are also working with Shive Hattery regarding the Dubuque street improvement project which includes many improvements to the south side of Penn Meadows Park entrance.

We continue to revise and review the Parks FY2122 budget and capital projects items to prepare for the next fiscal year.



North Liberty Police Monthly Report December 2020

Training:

- Members attended monthly training for canine, tactical team, and dive team.
- The Chief attended Daigle Law Group (DLG) Use of Force Summit online (36 hours)
- Officer Monroe completed her training at the police academy and will be beginning her patrol Field Training Officer (FTO) phase.
- Two officers attended free training through MCTC at Camp Dodge for instruction on writing narcotic search warrants. (40 hours)
- The bomb squad member attended a free two-week training in Des Moines to meet his FBI certification needs. (80 hours)
- All officers attended Implicit Bias and De-escalation training at the department. The course was taught by two of our officers who had previously attended instructor training. An invite was extended to the local president of the Iowa City NAACP chapter who attended part of the training. (168 Hours)

Traffic Contacts	39
Parking Contacts	26
Vehicle Inspections	0
Vehicle Unlocks	24
Crash Investigations	19
Public Assists	331
Assist other Agency	104
Crimes Against Persons Report	11
Crimes Against Property Report	13
Other Reports	21
Arrests	20
Warrants	6
Alcohol/Narcotics Charges	12
Crimes Against Persons Charges	10
Crimes Against Property Charges	2
Other Charges	10
Animal Calls	38
Total Calls for Service	1361
*Total Calls for Service for the year	20416

Public Relations:

- The new administrative assistant for the Mount Vernon Police Department sat with records for the day. They went over programs the two departments have in common and answered questions and concerns that have come up over the years in regards to records and customer service.
- The PD hosted a donation box for the Domestic Violence Intervention Program (DVIP) toy drive hosted by Officer Juan Santiago. Thank you to everyone who donated items. We know that all of the items collected were much appreciated. The department donated their no shave November donations to this worthy cause.
- Due to COVID, we were unable to hold our Presents with Police program. Instead, a tree was put up in the lobby with ornaments representing an individual from the applications we received from the schools and flyers distributed at the Pantry. The ornaments contained the age of the person, along with their sizes and likes. The police department and some members, City staff, and members of the community quickly snapped up all 33 ornaments and around 100 presents were wrapped by our records department including a \$100 gift card to all families. Thanks to the kindness of our staff and community, the holidays for seven families were a little bit brighter.
- Our training room was used to hand out the end of year awards for all City employees. Five department members were recognized for not using sick leave during the year. They are:

Officer Ben Campbell, Sgt Rueben Ross, Alisha Ruffcorn, Officer Bruce Sexton, and Chief Diane Venenga. We also had five members who reached milestone anniversaries.

5 years: Officer Ben Campbell and Lauryn Rich

10 years: Officer Joel Miller and Sgt Chris Shine

15 years: Lt. Tyson Landsgard

- Officer Jennings was named Officer of the Year. He was nominated for his commitment to solving crimes, willingness to help others, and his positive attitude.
- During training on the December 15th and 17th, lifesaving awards were given out to five officers for events throughout the year. Officers Helzer and Sexton successfully administered CPR to a subject that was unconscious and not breathing. Sgt Shine and Officer Sammons also performed CPR on an individual who had no pulse when the officers arrived. Officer Tygart performed CPR on an individual who stopped breathing after suffering a seizure. All three of the individuals who received CPR survived the event and were released from the hospital to recover. Officer Sexton also received a lifesaving award for his quick thinking when rescuing a child who was trapped in a flooded creek during a storm. This is Officer Sexton's third Life Saving award, and Sergeant Shine's second since joining the department.
- Officers assisted a mother, a young child and their cat in need for immediate housing. Officers as well as the North Liberty Methodist Church and the North Liberty Baptist Church assisted with financial assistance.
- The department loaned traffic cones to Grace Community Church for their Drive-Thru Nativity scene.

Equipment:

- We received a settlement from the insurance company for the totaled patrol car and are in the process of ordering the new equipment that will be put in the vehicle. Keltek is removing what can be operational and will work in the new vehicle.
- We continue to work on issues with the new construction of the building and getting items installed and agreed upon.
- Investigative supplies (computer, phone, recorder) were ordered and office equipment installed for the new investigator position starting in January.
- An IT manager for ICPD got our patrol cars set-up for the GPS integrated system with our mobile data computers and tracking for the data contact cards. We continue to work with our records management software to make sure the data needed is being recorded and easily extracted when it comes time for analysis.

Enforcement/Crime:

- During the first snowfall of greater than 2 inches or more, officers issued warnings of parked vehicles in the roadway.
- Officers issued 22 parking tickets during the declared snow emergency on the December 30th.
- We have received several crimes against children reports this month resulting in charges and ongoing investigations.
- 14 vehicle tires were stolen from a trailer on Stoner Court over a weekend earlier in the December.
- We have handled a few missing juveniles and adults this month. All have been located.
- Due to COVID there was a 29% decrease in overall Calls for Service from this year (2020) to last year (2019) just for North Liberty. This is a first for North Liberty.

Department Admin:

- We would like to extend a thank you to South Slope for lining up lunches from Mosley's for our Implicit Bias training.
- The department received many goodies from members of the community. Thank you to: Fareway, HyVee, Hodge Construction, Holiday, Dan Ciha, Tom Webber, the Feagin family and the Halfertys. I'm sure there are others that we may have missed and to them, we wish to thank them as well.
- We would also like to acknowledge the generosity of the Home Repair Team for the \$500 holiday donation.
- We submitted to a judge and was granted an order to destroy narcotics held as evidence or contraband from past cases. These items were purged and incinerated.
- We got reference letters from two local church groups, city administration, and an endorsement by the local chapter president of the NAACP to apply for the ABLE project grant. This is an online course taught through Georgetown University on the national movement to teach duty to intercede to police officers. We have applied and are awaiting approval to attend the courses coming out early in 2021.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 1/5/2021



To **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **January 4, 2021**
Re **Monthly Report – December 2020**

We dialed back and cancelled in-person classes and swim lessons. We continued with member use by appointment only. The indoor pool re-opened with Band-Aid fixes to existing heater as permanent replacement options are pursued. Operations continue to be ready to adapt month to month.

COVID19 Update – November:

All FT Staff remain working Monday-Friday with 6am to 9pm as our facility hours. Since we have dialed backwards, we have also limited part-time staff hours. This will most likely delay our ability to be open on weekends until February, 2021. Most operations have switched to all on-line with members scheduling/reserving own use times, membership purchases and registration for programs on a monthly basis.

Facility Usage:

Facility usage continues to be has been tracked. As the weather begins to change, gets colder, we have seen an uptick in that October we averaged 102 users per day and in November it increased to 160 users per day. This number will now go down with indoor pool closed.

Programs:

Some programs/classes continue to be offered virtually. We will utilize the City website and Recdesk software to promote programs as they are offered. In-person classes might resume the Week of January 18, 2021.

Leagues:

Sport leagues were delayed; potential start times may resume the Week of January 18, 2021 – to be determined after the holidays. Program participation numbers have been limited due to gym space and not being able to use school gymnasiums. Brian is in charge of these leagues if you have direct questions.

BASP: We will resume our After School Program the week of January 4, 2021 as school returns to their hybrid model of learning. We were serving around 26 participants. Part-time staff have been cut hours/work and will continue to evaluate.

Offsite Programs: Schools remain closed for our offsite programs.

Swim Lessons:

Ashley is not planning any swim lessons until March 2021.

Indoor Pool:

Lap swim times for members only, by appointment only, 6 swimmers per time slot continues. We are averaging 35 lap swimmers per day, with highest day this month being 48.

Weight & Exercise Area:

Weight & Cardio exercise times for members only, by appointment only, for 20 exercisers per time slot continues. We are averaging 50 users per day, with highest day this month being 74. Use will increase with New Year resolutions. Staff will continue to monitor usage and maintain cleaning/disinfecting protocol to meet the potential increase in use.

Track:

Track times for members only, by appointment only, for 10 users per time slot. We are averaging 35 users per day, with highest day this month being 64. We will continue to see a rise as the weather hinders outside exercising.

Gymnasiums:

Pickleball, basketball and open volleyball times for members only, by appointment for 12 users per time slot per gymnasium. We are averaging 24 users per day, with highest day this month being 48. Factors influencing an increase or decrease includes halting pickleball since no individual play. Limiting basketball to shooting hoops only, no one on one or group play and as interest for inside activities rise. Staff will monitor all use areas, make changes and review what is working well.

Memberships:

Opening to members only, gives us contact information/communication avenues if things change and if we need to alter operations. We continue to see a spurt in revenue with new or renewed memberships. This month summary: (+) \$3,800.00 in weight & exercise fees; (+) \$940.00 in pool pass revenue; and \$1,603.00 in split membership fees.

Rentals:

Facility remains closed for rentals. We have been getting a lot of requests for gymnasium rental but our programming takes precedence. This will most likely not change until we are allowed back into school sites. We may begin taking small classroom rentals in 2021.

Daily Fees:

Drop-in use for any part of the facility or for classes remain halted due to pandemic. No daily fees to report.

Additional Reports: Recdesk Monthly Revenue, Dashboard Summary, Membership Summary and Organizational Activity follow.

Revenue By Period - GL Account Summary

Start Date: 12/1/2020 12:00 AM End Date: 12/31/2020 11:59 PM

Payment Methods: CA, CK, CC, IC, EC, CR

User(s)/Cashier(s): - All -

9,748.95	9,464.30	531.00	800.00	9,355.70	9,071.05	0.00	0.00	\$0.00	5,340.80	6,066.00	-6,564.25	-5,780.30
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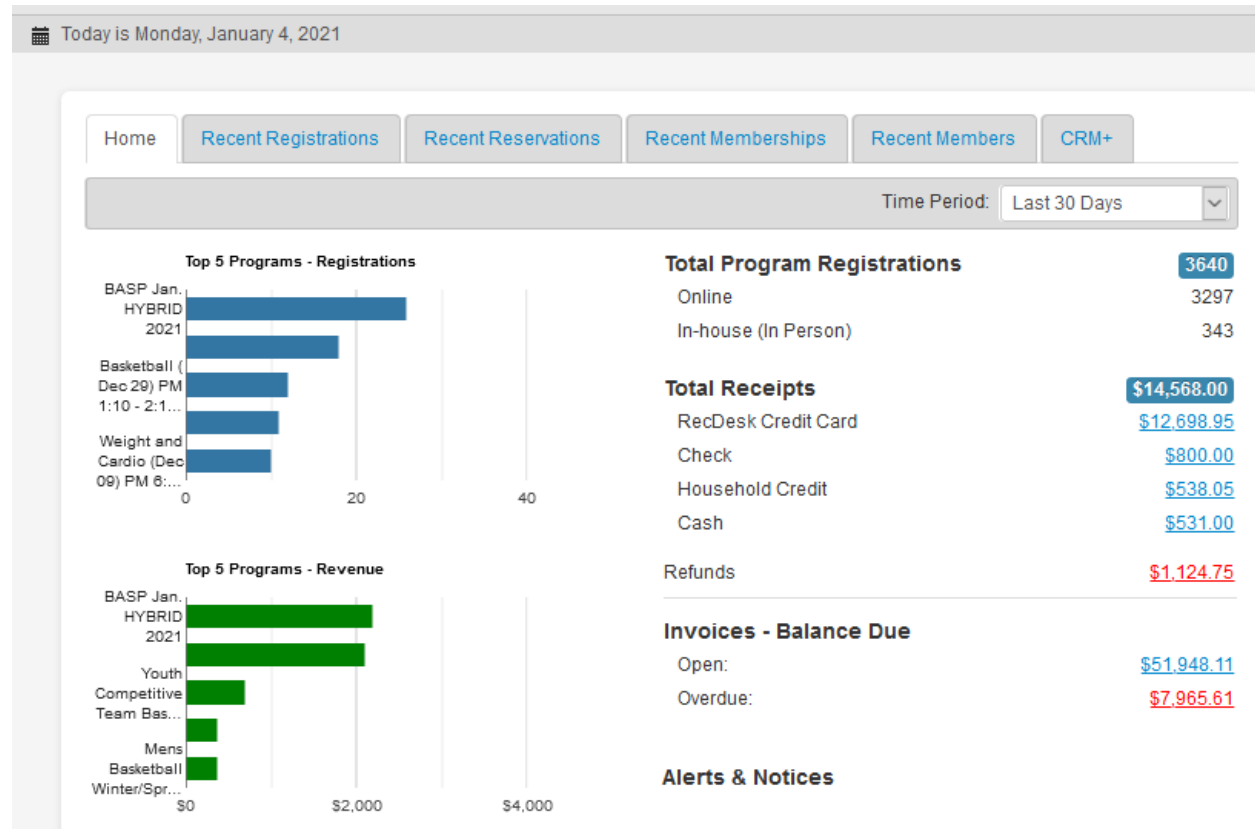
** Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

Sales Tax


DEBITS											CREDITS	
**Gross	**Net	Cash	Check	CC (Gross)	CC (Net)	ACH (Gross)	ACH (Net)	Internal CC	Acct Credit	Other	Refunds	Other
		0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00		0.00

** Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

RecDesk Dashboard Summary; last 30 days:



Membership Summary by Month

 Today is Monday, January 4, 2021

Membership Counts (By Period)

Time Range

Last Month



From Date

12/1/2020

To Date

12/31/2020

Summary By Month

	Dec, 2020
New Primaries	156
All New	238
Primary Renewals	28
All Renewals	47
Active Primaries	1812
All Active	2264

Recdesk Organization Activity; last 30 days

[Reports](#) [Activity Counts](#)

Today is Monday, January 4, 2021

Time Period: Last 30 Days

[Export to Excel](#)

Organization Activity

From 12/5/2020 to 1/4/2021

	Registrations	Reservations	Memberships	Check-Ins	Profiles Created	POS Transactions
All	3621	1	270	1145	203	1
Resident	2495	0	225	666	133	
Non-Resident	1126	1	45	479	70	
No Residency Set	0	0	0	0	0	
Demographics						
< 18	551	0	72	52	59	
18 - 65	2269	1	177	602	132	
65+	781	0	20	489	12	
Male	1854	1	120	524	99	
Female	1767	0	150	621	104	
Other Genders	0	0	0	0	0	
Online vs In-House						
Online	3278	0	192	N/A	186	
In-Person	343	1	78	N/A	17	



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Street Superintendent Michael Pentecost**
Date **January 4, 2020**
Re **Street Department Staff Monthly Report for December**

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

- Locating of City Utilities (242 job tickets) ongoing
 - a. This is an increase of 135% from December 2019
 - b. 2020 locate tickets increased 5.6% over 2019 totals
 - c. Total 2020 locates = 3,438 tickets
- Continued animal control services (16 responses to animal issues)
- Cemetery plot locates (0 in total)
- Projects/Meetings
 - a. Ranshaw Way Phase 5
 - i. Met with IDOT to discuss proposed detours and effects on the I80/380 project
 - ii. Working with utility contractors for relocation
 - iii. Electric conduit for Linn Co REC has been installed
 - iv. Alliant Energy contractor is currently installing underground infrastructure
 - b. Future West Penn St/I380 Bridge
 - i. Met with IDOT to review current design
 - ii. IDOT, City Staff, and Shive Hattery included
 - c. Southwest Growth Project
 - i. Progress meetings held every week
 - ii. Contractor continues working but is behind on schedule
 - d. Dubuque St Phase 1
 - i. Gathering utility data for design team
 - ii. Design process at 75%
 - e. GIS/GPS Data for city utilities
 - i. Contractor has been averaging 200 manholes a week
 - ii. Colder weather and snow pack will likely slow progress
- Traffic signal maintenance/repairs
 - a. Snow was removed from some signals in order to see lights
- Training
 - a. Staff completed Adult/Pediatric First Aid, CPR, and AED training
 - b. Supervisor attended Neighborhood Ambassador Kickoff via Zoom
- Service and repair of equipment

- Holiday décor installed
 - a. Ranshaw Way intersections
 - b. Roundabouts at Front/Penn, Front/Centro, North Liberty Rd/Dubuque
 - c. Next year St. Andrews/Alexander Way will be added
- Covid-19 preparations
 - a. Continued cleaning and disinfection of all street dept. buildings and equipment
 - b. Regular meetings with management team and staff on updates and procedures
 - c. Daily health reports and visitor information data collected
 - d. Staff separated into individual positions and teams starting November 12th and continues
 - e. This was done in order to maintain a healthy staff for essential snow clearing operations
 - f. We will continue this staffing plan until January 18th but will continually evaluate
 - g. Essential functions provided by the Street Dept. are current priorities
- Fall Leaf Collection
 - a. Completed the first week of December
 - b. Crews collected 870 cubic yards of material
 - c. Total cubic yards collected was 22% less than 2019 quantities (Likely derecho related)
 - d. Leaf equipment was clean, serviced, and truck converted over to snow removal
- Derecho Storm Event
 - a. Contractor finished all tree trimming and removals
 - b. Stump grinding and site restoration will begin in spring
- Cold patch potholes in various locations
- Sanitary Sewer
 - a. 2 sewer plug locations were identified and repaired with no property damage or sewer discharge
- Storm Sewer
 - a. Driver damaged large storm sewer structure on North Liberty Rd
 - b. Working with PD, insurance, and contractors to get repaired
- Snow Operations
 - a. 3 snow events (12-12-20 @ 4", 12-27-20 @ trace -1" and 12-29-20 @ 11")
 - b. Anti-icing applied on 12-10-20 and 12-29-20
 - i. 257 lane miles covered
 - ii. 16,618 gallons applied
 - iii. Cost of \$1365
 - c. Crews worked a number of extended hours to provide safe travel



To **City Council, Mayor and City Administrator**
From **Drew Lammers**
Date **Jan. 1, 2020**
Re **December 2020 Water Pollution Control Plant (WPCP) Report**

1. All scheduled preventative maintenance at the plant and lift stations was completed. Staff stayed very busy with numerous operational jobs throughout the month.
2. This month's staff safety meeting was on Mechanical Equipment Safety. Employees completed the target solutions training task and discussed the topic as a group. Wastewater dept. continues to operate under our COVID staffing plan. Employees are split into two teams for separation. So far this has been an effective plan for us.
3. All repairs were completed to the perimeter fencing around the treatment facility. There were several areas that were damaged from the derecho. These repairs were delayed due to the contractor's schedule during high demand and Covid-19.
4. Staff began grinding, priming and painting several areas of the pretreatment building. The atmosphere in this building is very corrosive to metallic surfaces so we try to clean up affected areas at least annually to keep everything operating properly and looking good. This project will continue as time allows throughout the winter.
5. Management staff has been working on year end reports and files. Reports include lab data, safety records, maintenance records, chemical documents and biosolids hauling records.
6. The SW Growth Lift Station Project continues to progress. City staff continues to have meetings with engineers, contractors, and inspectors to discuss updates and details of the project.

Drew Lammers

WPCP Superintendent



To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **January 5, 2021**
Re **Monthly Report – December 2020**

In the month of December, we treated a total of 36,685,000 gallons of water, our average daily flow was 1,183,000 gallons, and our maximum daily flow was 1,413,000 gallons. The total amount of water used in the distribution system was 6.43% higher than December 2019. We treated a total of 464,411,000 gallons of water for the entire year, which averages out to about 38,700,000 gallons a month. In comparing 2019's pumpage to 2020's, there was an increase of approximately 21,089,000 gallons which comes out to a 4.5% increase for the year.

We had a busy month with 8,763 accounts read, 41 re-reads, 100 service orders, 128 shut-offs, 93 re-connects for water service, 198 shut-off notices delivered, 14 new meter set inspections, 2-meter change outs, 4 MIU change outs, assisted 5 customers with data logging information, and 63 calls for service. Our monthly total service work averaged 26 calls per day.

Our maintenance staff finished all of our quarterly and yearly required maintenance at the treatment plant, they changed oil and greased all of the pumps, changed chemical feed tubing on all nine of our peristaltic chemical feed pumps, replaced cartridge filters, re-calibrated pressure switches, chemical feed pressure valves, and online electronic instrumentation equipment.

We spent a great deal of time at the treatment plant relocating about 200 feet of PVC piping that's used for our phosphate feed, we also removed a section of 24-inch vent pipe and are in the process of replacing it with a 3-inch pipe and a low-pressure air relief valve, this was a recommendation by Fox Engineering.

We finished directional flushing every hydrant in the distribution system. This is the first time the entire system has been flushed this way. We found a few hydrants and over 20 valves that will require some minor repairs.

Water Superintendent
Greg Metternich

North Liberty Board of Trustees Meeting
Virtual Meeting

DATE: December 21, 2020

PRESENT: Heidi Wood, Laura Hefley, Mike Healy, Scott Clemons, Jessica Beck
Library Director Jennie Garner, Youth and Teen Services Librarian Erin Silva

ABSENT: Chris Mangrich,

Call to Order

- 1) Additions/Changes to the Agenda
 - a) None
- 2) Public Comment
 - a) None
- 3) Approval of the Minutes
 - a) November meeting minutes motion to approve by M. Healy; second L. Hefley; approved by voice vote
- 4) Reports
 - a) Budget
 - i) Total Library Budget at 39.84% as compared to average 41.67% is good
 - ii) Investigating Part-time & Temp Wages at 48.38%
 - b) Director
 - i) Staffing
 - (1) Shifting back to office 1/4/2021 from remote work
 - (2) Hiring an Information Technology Coordinator with City of North Liberty
 - (a) 80/20 City/Library
 - ii) Service Plan
 - (1) Open to patron browsing as soon as safe to do so
 - (2) Many new patrons applying for library cards online
 - (a) Mailing out registrations to complete the card
 - (3) New book carousels and video presentations of new books
 - (4) Working with county on Covid-19 information dissemination
 - (a) In concert with Libraries as 2nd Responders grant proposal
 - (5) Virtual Legislative Reception held December 8
 - (6) Annual Community Report complete
 - (7) Combining Endowment and Friends of the Library into one contribution letter and distribution list
 - (8) HelpNow tutoring and skill builder database now available
 - (9) cloudLink and app training has begun to provide library access and functions on patrons' smart phones
 - iii) Activities
 - (1) To serve on Governmental Affairs Committee for Iowa Library Association (ILA)

- (2) Virtual ILA planning
 - (3) Eastern Iowa Mediation group's Access to Justice conference with staff
- c) Staff Introduction
 - i) Teen Services Librarian Erin Silva presentation
 - (1) Early conversations with G!World a mentoring group for girls of color
 - (a) To host on Mondays
 - (2) Procedure changes with respect to youth and teen interactions
 - (a) Recognizing trauma as influence on behavior
 - (b) Self-assessment available via Adverse Childhood Experiences questionnaire
 - (c) Covid-19 experience is traumatic
 - (d) Rethink interactions after problematic events of 2018
 - (e) Encourage relationships
 - (i) Snacks, Question of the Week, photo board, reward behaviors
 - (f) Flowchart in place
 - (3) Pursuing practicum student position for youth and teen
- 5) Policy Review
 - a) LIBRARY ACCESS FOR SEX OFFENDERS AGAINST MINORS
 - i) Motion to approve policy by L. Hefley; second J. Beck; approved by voice vote
- 6) Old Business
 - a) None
- 7) New Business
 - a) None

Adjourn

Motion to adjourn by L. Hefley; second M. Healy

NEXT MEETING DATE: January 18, 2021

Meeting minutes recorded by S. Clemons

**North Liberty Planning Commission**

January 5, 2021

Via Zoom

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

Chair Becky Keogh called the January 5, 2021 Regular Session of the North Liberty Planning Commission to order at 6:30 p.m. Commission members present: Barry A'Hearn, Josey Bathke, Jason Heisler, Becky Keogh, Jessica Marks, Kylie Pentecost and Patrick Staber.

Others present: Ryan Rusnak, Ryan Heiar, Tracey Mulcahey, Grant Lientz, Kevin Trom, Mike Flynn, Dennis Gallitano, Nick Bettis and other interested parties.

Approval of the Agenda

Bathke moved, Marks seconded to approve the agenda. The vote was all ayes. Agenda approved.

CMKD Investments LLC Site Plan

Staff Presentation

Rusnak presented the Request of CMKD Investments LLC to approve a Site Plan on 1.55 acres for a new car wash located at 930 Liberty Way with two findings.

Applicants Presentation

Mike Flynn, Dennis Gallitano, Nick Bettis were present on behalf of the applicant and offered additional information on the plan and development.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including traffic flow planning, site plan landscaping, emphasis on local, water reclaim system, quality of design, hours of operation, noise, any additional features planned, and signalization of the intersection. The Commission discussed the application with the applicants.

Recommendation to the City Council

Pentecost moved, A'Hearn seconded to accept the two listed findings and forward the request of CMKD Investments LLC to approve a Site Plan on 1.55 acres for a new car wash located at 930 Liberty Way to the City Council with a recommendation for approval. The vote was: ayes - Pentecost, Marks, Keogh, A'Hearn, Staber, Heisler, Bathke; nays - none. Motion carried.

Approval of Previous Minutes

A'Hearn moved, Marks seconded to approve the minutes of the October 6, 2020 Planning Commission meeting. The vote was all ayes. Minutes approved.

Old Business

No old business was presented.

New Business

Rusnak reported on the neighborhood meeting for the Scanlon Family Farm development. The meeting was well attended with thirty plus people asking general questions about the application. Rusnak anticipates it being on February's agenda. He will be bringing forward a rezoning application for the dog park from ID to Public. The Commission discussed the new business with staff.

Adjournment

At 6:52 p.m., Staber moved, A'Hearn seconded to adjourn. The vote was all ayes. Meeting adjourned.

Minutes by Tracey Mulcahey, City Clerk



Board Members Present: Megan Lehman, Richard Grugin, Craig Sundell, Marcia Ziemer, Amalia Gedney-Lose, Shannon Greene, Jeremy Parrish

Absentees: Brian Motley

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

Agenda

December 3, 2020

7 p.m., via Zoom

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.

This meeting may be accessed live by the public on the internet at northlibertyiowa.org/live, on Facebook at facebook.com/northliberty or on YouTube at 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 864 0729 5089 and nine-digit meeting password 966896104. Meetings are rebroadcast on cable and available on-demand on northlibertyiowa.org.

1. Call to Order
 - 7:00 pm by Megan Lehman
2. Approval of Minutes
 - November 5, 2020
 - Motion by Marcia Ziemer, second by Craig Sundell. Motion carries.
3. Reports
 - Parks Report
 - Ongoing building maintenance
 - Upcoming projects: Ranshaw House (woodworking enhancements) and a project at City Hall
 - Planning for snow removal responsibilities
 - Preventative maintenance is ongoing
 - Harvested prairie seed from native areas, used to enhance prairie at Centennial Park. Anticipate a couple years to become established.
 - Winterized native prairie areas and city landscaping areas.

- Continue to meet with Shive Hattery and recommendations for Ranshaw Way Phase 5 including landscaping and pedestrian tunnel on the north side of City Hall as well as Dubuque St. improvements.
- Dog Park seeding did not take well. Dormant seeding was used this fall to help promote growth next fall. However, they are going to close the dog park down once spring hits to promote growth. Anticipate closure until May 2021.
- New park benches arrived and to be placed if weather permits and trash receptacles are in place.
- Derecho Wood pile chipping completed and is now mulch. This will be repurposed around the city in tree and landscaping areas. Some of it will compost down.
- COVID-19 caused teams to be split into Day/Night teams. Day team takes care of parks, etc. and night crew maintains and services all equipment.
- Richard: Wondering where the pedestrian trail will be located. Guy states it won't tie into the trails to the south until greater developments. It will just tie into the side walks initially. The main trail will be on the west side of 965. The plan is to ultimately connect it south on Forevergreen Road.
- Recreation/Pool Report
 - COVID-19 updated: Rec center crew will stay on various work shifts with separation across the facility. Any staff that share workspaces are trying to alternate use and reduce potential exposure. Continued masking.
 - Cancelled swim lessons, in person classes, and went back to member use by appointment only.
 - Prior to Thanksgiving, the indoor pool heater went out and are in the process for repair.
 1. Current heater was 16 years old
 2. Craig recommended use of an energy efficient model as this will reduce costs and save on utility.
 3. Shelly is open to ideas for replacement options.
 4. The pool heater was a capital project for next year (indoor and outdoor heaters). They are currently stacked on top of each other so replacement considerations will include this.
 - Facility usage continues and are averaging 102 users per day. With the indoor pool down, it's works out to a loss of 50 users per day.
 - Track use has increased with ongoing monitoring for increased demand.

- Leagues ended early November except for the competitive league which required a partial refund. Next league is scheduled for January so they will evaluate programming and enrollment next week.
- Next earliest swim lessons will be March.
- NLC basketball January (cooperative program with Coralville) was supposed to start and anticipate making decision next week based on governor's proclamation.
- Questions or Concerns
 - Marcia: Budgets for next fiscal year was recently submitted and wondering about outcomes. No meetings have been scheduled and no decisions from City Hall have been made. Anticipate February/March for budget confirmation.
 - Craig: worker's compensation looks like a place holder figure. Guy is unsure on that. Craig feels like this can distort the budget and suggests that it moves. Guy recommended contact with Tracy Mulcahey at City Hall who has more information related to budgets.
 - Shannon: Wondering about funding to help supplement lost revenue due to COVID. Tracy Mulcahey, again, would have more information.
- 4. Next Meeting
 - Thursday, January 7, 2020 at 7:00pm.
- 5. Adjourn at 7:21 pm